



FY 2024 National School Lunch Program Equipment Assistance Grants Request for Applications

October 3, 2024

An opportunity is available for National School Lunch Program (NSLP) sponsors to obtain new equipment or to renovate or replace existing equipment. The Kansas State Department of Education (KSDE) has \$103,682.00 available for competitive grants.

Application

- The *Food Service Equipment Assistance Grant Application* is available at <https://cnw.ksde.org>, SNP, What's New. Only one application per sponsor will be accepted.
- Grants will be awarded on a competitive basis.

Eligibility

- Applicants must participate in the NSLP.
- Any participating NSLP sponsor may apply.
- Priority will be given to applicants that have not received a previous NSLP Equipment Assistance Grant Award.

Use of Funds

- Funds may be requested for new equipment, renovation, or replacement of equipment. Requests may be designated for the cost of equipment plus delivery, installation, testing and removal of old equipment.
- Multiple pieces of equipment may be requested. Each piece of equipment must not cost less than \$1,000.
- Equipment purchases must help to improve at least one of the following focus areas:
 1. Nutritional quality of school meals that meet the Dietary Guidelines for Americans.
 2. Safety of food served in the school meal programs (e.g., cold/hot holding equipment, dish washing equipment, refrigeration, milk coolers, freezers, blast chillers, etc.).
 3. Ability to increase the efficiency of procurement, food storage, and distribution/service.
 4. Ability to expand participation in the school lunch programs (e.g., equipment for serving meals in a non-traditional setting or to better utilize cafeteria space).
 5. Ability to use local foods (e.g. additional refrigeration units, two-compartment produce-washing sinks, serving line and salad bar equipment, mechanical vegetable slicers and choppers, etc.).
 6. Strategies for adopting lunchroom changes that provide more convenience and appeal to the student population (e.g. a Grab-N-Go Line, a convenience store style cooler for parfaits and yogurts, Kiosk abilities for Breakfast after the Bell, etc.).
 7. Support the establishment, maintenance, or expansion of the School Breakfast Program.
- KSDE reserves the right to select specific items for approval within an application.

Timeline

- Applications must be postmarked by November 15, 2024.
- Grants to qualifying sponsors will be announced the week of December 16, 2024.
- Grant recipients must make a reasonable effort to fully expend grant funds within six months of the award.
- Grantees will be required to submit a project status report within three months of the award.



Procurement

- Obligations to purchase made prior to grant award are ineligible for funding.
- All Federal, State, and local procurement laws and regulations must be followed.
- Preliminary grant awards will be based on informal price quotes. Three informal quotes must be provided for each piece of equipment.
- Final grant payments will be determined by invoices for equipment purchased.
- Equipment purchases of \$20,000 or more require formal advertising and sealed bids.
- Equipment requests may include new equipment, renovation of equipment, or replacement of equipment. Regulations at 2 CFR Part 200.33 define equipment as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. **However, for the FY 2024 Equipment Assistance Grants, Congress has specified that the threshold for the purchase of equipment cannot be lower than \$1,000.**
- As will all Federal grant funds, procurement regulations at 7 CFR Part 210.21 and 2 CFR Part 200.317-326 applies, and equipment competitively procured using these grant funds must be necessary, reasonable, and allocable.
- Sponsors are expected to **fully expend** grant funds **within 6 months** of notification of the grant award.
- USDA has approved the KSDE list of equipment typically purchased by Sponsors that will receive automatic KSDE approval and may be purchased following proper Federal, State and local purchasing procedures without submitting a request to KSDE for approval. See KSDE Child Nutrition Program Equipment List. **If a Sponsor chooses equipment that is not included on the USDA approved list, they must submit a request for approval to the Director of Child Nutrition Programs, KSDE prior to purchasing the item as required at 2 CFR Part 225, Appendix A, Section 15.**

Evaluation Criteria

Each application will be evaluated and scored based on the following Kansas specific criteria:

- Application is complete
- Procurement timeframe is acceptable
- Priority to schools that have not received a previous NSLP Equipment grant award
- Availability of existing State and local funding for equipment purchases
- Costs appear reasonable
- Age of equipment
- Best product and value
- Equipment will be used solely for benefit of school meals
- Improves the nutritional quality of meals
- Ensures safety of food served
- Increase the efficiency of procurement, food storage, and distribution/service.
- Supports expanded participation in NSLP
- Allows increased utilization of local foods
- Strategies for adopting lunchroom changes that provide more convenience and appeal to the student population
- Support the establishment, maintenance, or expansion of the School Breakfast Program.



Reporting

The sponsor will be required to provide the following data for quarterly progress activity reports.

- Types of equipment purchased
- Accomplishments and challenges in expenditure activities
- Impact on the school food service operation of purchased equipment
- Reason(s) for any unliquidated funds
- Potential return of the equipment

Guidance on Equipment

The Institute of Child Nutrition (ICN) has published “Facility Design and Equipment Purchasing for School Nutrition Programs”. It provides information to assist with decision making on school food service equipment selection. This resource is available on ICN’s website: <http://www.theicn.org/>.

Questions

If you have questions, please contact Eryn Davis (785-296-5060 or edavis@ksde.org) or Kelly Chanay (785-296-2276 or kchanay@ksde.org).

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

(2) fax:

(833) 256-1665 or (202) 690-7442; or

(3) email:

program.intake@usda.gov

This institution is an equal opportunity provider.



**FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS
FY 2024 NSLP Equipment Assistance**

Note: Grant Recipients chosen for an award must comply with the following regulations, principals, and assurances. As applicable.

REGULATORY AND STATUTORY REQUIREMENTS

- 1. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and System for Award Management"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 415: "General Program Administrative Regulations"
- 2 CFR Part 416: "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- 2 CFR Part 417: "Non-Procurement Debarment and Suspension"
- 2 CFR Part 418 "New Restrictions on Lobbying"
- 2 CFR Part 421: "Requirements for Drug-Free Workplace (Financial Assistance)"
- 7 CFR Part 3: "Debt Management"
- 7 CFR Part 16: "Equal Opportunity for Religious Organizations"
- 41 U.S.C. Section 22 "Interest of Member of Congress"
- **Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
- **Privacy Act.** The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- **Freedom of Information Act (FOIA).** Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the "Freedom of Information" regulation ([5 U.S.C. 552](#))



PROPERTY STANDARDS

2. **Insurance Coverage:** The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.
3. **Federally-owned and Exempt Property:** Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property in its custody to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for instruction on utilization or disposition ([2 CFR 200.312](#)).
4. **Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities. Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number, or FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the equipment was acquired, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken, and the results reconciled with the equipment records every two years or at the grant close out, based on which of these occurs first. A Tangible Personal Property Report, SF-428, 428B, and 428S, must be submitted at award close-out to report the status of the equipment. The Recipient will follow the Agency's equipment disposition guidance and procedures as defined in [2 CFR 200.312](#).

CIVIL RIGHTS

5. **Assurance of Civil Rights Compliance for Child Nutrition:**

The Grantee hereby agrees that it will comply with i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance it will immediately take measures necessary to effectuate this Agreement. x. The USDA non-discrimination statement that in accordance with Federal that civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status,



income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Grantee agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

RECORD RETENTION AND ACCESS

- 6. Evaluation and Access to Records:** The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes. The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring, or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations. Records pertaining to this grant shall be retained by the Recipient for a period of three years from the date of the submission of the annual financial status report, as required under [2 CFR 200.334](#).

NONCOMPLIANCE AND TERMINATION

- 7. Noncompliance:** As provided in [2 CFR 200.340](#), the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.



In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.



For more information, contact:

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