**REQUEST FOR APPLICATION**



**FY 2024 National School Lunch Program Equipment Assistance Grant for School Food Authorities**

**Submission Deadline Date: December 5, 2024**

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# SECTION 1. INTRODUCTION AND PROGRAM OVERVIEW

## 1.1 Program Purpose and Goals

The Mississippi Department of Education (MDE), Office of Child Nutrition is seeking competitive written applications from qualified Applicants for the FY 2024 National School Lunch Program (NSLP) Equipment Assistance Grant for School Food Authorities through grant awards issued by the Mississippi Department of Education*.*

Mississippi Department of Education will competitively award subgrants to School Food Authorities or Subgrantee (i.e., Public School Districts, Private Schools, Charter Schools, and Residential Child Care Institutions) to purchase equipment, with a value of greater than $1,000, to serve healthier meals, improve food safety, and to help support the establishment, maintenance, or expansion of the School Breakfast Program. Purchases will be allowed for new equipment, renovation of equipment, replacement of equipment, freight, disposal, and installation costs. An Applicant can submit a packet for no more than two (2) schools. **Each school must submit a separate application (Form A) to be considered for an award**.

Funding for this project is provided by U.S. Department of Agriculture (USDA), Grant # NSLPE-EQUIP-2024-SERO-MS. Please use this link for more information at [FY 24 NSLP Equipment Assistance Grants | Food and Nutrition Service (usda.gov)](https://www.fns.usda.gov/grant/nslp/equipment-assistance-fy24).

The Program’s goals are to accomplish the following objectives by purchasing new equipment, renovation of equipment, or replacement of equipment for school kitchens:

1. Equipment that improves the safety and quality of food served in the school meal programs (e.g., cold/hot holding equipment, refrigeration, milk coolers, freezers, blast chillers, etc.). Standalone equipment ONLY; NO countertop equipment can be purchased with this grant funding.

2. Equipment that improves the overall energy efficiency of the school nutrition operations (e.g., purchase of an energy-efficient walk-in freezer or cooler replacing an outdated, energy-demanding freezer or cooler).

3. Equipment that allows applicants to support expanded participation in a school meal program (e.g., equipment for serving meals in a non-traditional setting or to better utilize cafeteria space).

**Non-Discrimination 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, audiotape, 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.

All grant awards are at the discretion of the State Board of Education (SBE). This solicitation and any resulting grant agreement shall be governed by the applicable provisions of *the State Board of Education Grant* *Policies*. The grant agreement Assurances and Standard Terms and Conditions have been included for your review, acceptance, and signature after an award has been made.

A copy of this solicitation, including all attachments and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](https://www.mdek12.org/PN/RFP) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this solicitation.

## 1.2 Eligibility Criteria

This solicitation is to provide the information required to submit a response to this Request for Application (RFA). Please be aware that changes to previous requirements and/or eligibility solicited may have been made.

All current participants in the National School Lunch Program (including non-public) in the state of Mississippi are eligible to apply for the FY 2024 NSLP Equipment Assistance Grant for School Food Authorities. An Applicant may submit a packet for no more than two (2) schools/sites. Each school/site must submit a separate application (Form A) to be considered for an award. Applicants with only one (1) eligible school/site can apply for only one (1) award. **Fifty (50) priority points will be given to schools/sites that have not previously received an award or schools/sites that have not received an award since 2019.**

To make the most effective use of the FY 2024 NSLP Equipment Assistance Grant for School Food Authorities funds, Applicants must explain how the requested funds will be allocated for accomplishing tasks and activities listed below. Please provide the information on the Application (Form A) to be considered for an award.

* Opportunities to impact nutrition and quality of meals, including supporting the implementation of updated nutrition requirements for school meals;
* Equipment that improves the overall energy efficiency of the school food service operations;
* Equipment that can improve or expand participation in the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP);
* Age of current food service equipment or lack of appropriate equipment; and/or
* Strategies for adopting cafeteria changes that provide more convenience and appeal to the student population.

Applicants who previously received a subgrant award must be in good standing with the MDE to receive an award through this solicitation. If a previous Subgrantee is not in good standing, the application will be disqualified and will not be considered for an award.

# SECTION 2. PROGRAM REQUIREMENTS

## 2.1 Application Criteria

The awarded applicants must meet the following criteria to apply for these services:

1. **Average Daily Participation Percentage (up to 15 Points)**

The Subgrantee must provide the average daily participation documentation and percentage for the school/site applying as reported in the October 2023 MARS claim report to be considered for an award. To calculate the ADP, use the National School Lunch Program monthly attendance, divide by the number of operating days, and then divide that number by the number of children enrolled to get the percentage.

* < 70 percent ADP (5 Points)
* 70-89 percent ADP (10 points)
* 90-100 percent ADP (15 Points)
1. **Equipment Purpose** **(up to 35 Points)**

 As part of the proposed program plan, applicants must provide evidence that otherwise demonstrates experience or the promise of success in providing services for:

* Opportunities to impact nutrition and quality of meals, including

supporting the implementation of updated nutrition requirements

for school meals; (10 points)

* Equipment that improves the overall energy efficiency of the school

food service operations; (5 points)

* Equipment that can improve or expand participation in the National

School Lunch Program (NSLP) and/or School Breakfast Program (SBP); (5 points)

* Age of current food service equipment or lack of appropriate equipment;

and/or (5 points)

* Strategies for adopting cafeteria changes that provide more convenience

and appeal to the student population. (10 points)

B. Priority Points (up to 50 Points)

Schools that have not previously received an award or schools that have not received an award since 2019 will receive priority points.

* **Priority Area 1:**     No Grants(50 points)
* **Priority Area 2:**     One Grant  (40 points)
* **Priority Area 3:**     Two Grants               (20 points)
* **Priority Area 4:**     Three or More Grants   (10 points)

**No school/site will be awarded for equipment costing less than $1,000.00.**

Allowable Expenses

Project funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes. All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

Subgrantees must list **all** budgetary costs based upon the narrative components and program design and ensure that the budget includes a line-item description for every allowable cost necessary to carry out the goals and objectives of the proposed program. It is advisable to consult with the financial office of the applying agency prior to submitting the application.

Successful applicants may use grant funds for allowable costs only during the grant award period. Any costs occurring outside the grant award period are solely the responsibility of the Subgrantee and will not be reimbursed by the MDE.

As with all Federal grant funds, procurement regulations at 7 C.F.R. Part 210.21 and 2 C.F.R. Part 200.317-326 apply, and equipment procured using NSLP Equipment Assistance Grant funds must be necessary, reasonable, and allocable. **Standalone equipment must be purchased; NO countertop equipment can be purchased with this grant funding. Equipment should meet one of the focus areas per the intended purpose of the funds. Therefore, using these grant funds to purchase a walk-in freezer for school food service or a salad bar would be an allowable cost.**

**Grant funds may not be used for renovation of the food service area because this falls under the category of construction costs which must be paid by the Subgrantees general fund. The NSLP Equipment Assistance Grant must highlight the requirement of following all federal, state, and local procurement laws when purchasing equipment with these grant awards.**

# SECTION 3. GRANT AWARD AND RESPONSIBILITIES

All applicants must have all equipment installed and invoices paid before reimbursement is released. All documentation must be sent to the MDE by December 1, 2025.

Funds are subject to appropriations by the state/federal government. This grant will be awarded in the amount of $11,704.50 per awarded school for the purchase of general food service equipment contingent availability of funds. All grants will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funds are awarded from highest to lowest until all funds are distributed. A maximum of two (2) schools may be awarded in a single Subgrantee submission. Funding to eligible Applicants is subject to the Chief Accountability Officer's approval. **The Mississippi Department of Education reserves the right to negotiate grant award amounts with all potential Subgrantees.**

## 3.1 Use of Funds

Funds may only be used to purchase general foodservice equipment requested by the Subgrantee. Equipment purchased must generally conform to the type requested in the application. (For example, it is permissible to request a refrigerator and later decide on specific details. However, it is not permissible to request an oven and purchase a refrigerator.) All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

Applicants should be aware that funds must be used in a manner consistent with all requirements of the statute and must be used only to supplement, not supplant, any federal, state, local, or non-federal funds available to support activities.

## 3.2 Responsibilities of A Fiscal Agent

The following are some of the expectations, roles, and responsibilities of a fiscal agent:

1. As the official Subgrantee, all awards must be adopted by the Local Board of Education for LEAs or the Board of Directors for non-LEAs.
2. Administer the subgrant from award to closeout in accordance with all applicable laws and regulations.
3. Serve as the Subgrantee representative and point-of-contact for all business management aspects of the award agreement.
4. Apply appropriate management controls using management systems, checklists, and records, including, but not limited to:
	* + **Internal Controls**
			- Safeguard assets; ensure reliability of accounting data and subgrant terms and conditions
		+ **Operating Controls**
			- Fiduciary procedural manuals; budgetary control
* **Accounting Controls**
	+ Implement controls to ensure reliability of recorded financial data;
	+ Maintain appropriate level of transaction review and authorization;
	+ Develop and implement proper procurement procedures and cash management procedures that are well defined; and
	+ Develop procedures that facilitate timely review and audit of financial activity.
* **Compliance Controls**
* Consider mechanisms to monitor and review compliance with subgrant terms (i.e., ensure grant funds are disbursed only to eligible Subgrantees);
* Ensure **all** expenditures and disbursements are consistent with the objectives of the subgrant award and comply with applicable federal, state, and local laws and regulations governing the program and use of funds.
* **Document Control System**
* Develop written documentation of adequate internal operating and accounting controls that demonstrate evidence of controls related to grant compliance.
1. Assemble appropriate staff resources and communicate all compliance requirements and resources of the subgrant.
2. Keep abreast of changes in policies, procedures or requirements and continue to advise program staff of subgrant requirements.
3. Request any further “prior approvals” when identified.
4. Funds will not be given to the sub-grantee until they have an approved grant, obligated their funds (contracted with the vendor) by **September 30, 2025,** and liquidated the funds by **December 30, 2025**.
* **Eligibility of Expenditures**
	+ Adhere to the list of eligible activities for which funds under the program may be spent, as well as allowable cost objectives in applicable cost principles; and
	+ Ensure that transactions are made in a reasonable and prudent manner, are allowable and allocable, and avoid double charging and ensure that credits are applied appropriately.
		- 1. Prepare necessary reports:
* **Source Documentation**
* Appropriately support transactions entered into the Subgrantee’s system;
* Documentation tracks each subgrant transaction and supports the validity of financial data reported; and
* Maintain separate funding lines for funds.
* **Audit Trail**
	+ The lowest level of detail the system should provide is documentation that supports all transactions (e.g., invoices, contracts, purchase orders);
	+ The overall recordkeeping system should be able to trace financial statement balances through the Subgrantee’s general ledger, cash books and other journals; and
	+ Amounts claimed on financial statements and reports accurately reflect the accounting books and records from which they were prepared.

10. Use feedback from site visits by the MDE to enhance the program, show

 Subgrantee’s strength and demonstrate commitment to the project.

11. Keep the MDE and the public aware and informed about grant project

 progress.

12. Evaluate the extent to which measurable project objectives are being met.

13. Liquidate all obligations incurred under the award within the set

 deadline.

14. Ensure and oversee the performance of final audits and resolution of

 findings.

15. Establish adequate system for records retention.

## 3.3 Audit

Please note that the Subgrantee is required to, **if applicable**, have the financial and compliance audits conducted in accordance with the Single Audit Act Amendments of 1966 and 2 C.F.R. Part 200 Subpart F – Audit Requirements. Any non-federal entity that expends $750,000 or more in a year in federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200 Subpart F. If the non-federal entity did not expend $750,000 or more in a year in federal awards, a letter **MUST** be provided stating that this requirement does not apply.

The financial audit shall be conducted by a certified public accountant or by an accountant certified as qualified to audit local government accounts. The audits must be performed in accordance with generally accepted auditing standards (GAAS) and the financial statements must be prepared in conformity with general accepted accounting principles (GAAP).

3.4 Program Reports

Each subgrantee will be required to complete a status report within 60 days of when the grant period begins to the State Agency to use in the quarterly and annual activity reports for the USDA FNS. The status report will be issued with each approved grant agreement.

# SECTION 4. TENTATIVE TIMELINE OF ACTIVITIES

A recommendation to the Chief Accountability Officer for an approval of awards is anticipated for Applicants based on applications submitted and accepted, and an evaluation and selection process. An award or non-award letter will be sent to Applicants confirming the Chief Accountability Officer’s action.

Important tentative dates and activities related to this solicitation are listed below.

|  |  |
| --- | --- |
| **Important Dates** | **Activity**  |
| October 28, 2024 | RFP Issued – Email and Post to MDE Website/Newspaper |
| November 11, 2024 | Deadline for submitting questions |
| November 14, 2024 | Questions will be posted to the MDE website |
| December 5, 2024 | Applications deadline by 2:00 PM CST |
| December 6, 2024 | Review of applications |
| January 7, 2025 | Notification of awards and non-awards |
| January 10, 2025 | Forms and Budget Revisions due  |
| February 1, 2025 | Authorization to expend, pending approved revisions |

# SECTION 5. APPLICATION REQUIREMENTS

1. Signed Cover Page (Form 1) - *Required Signature(s)*
2. Budget Forms A, B, & C – Must be Completed
3. Attached the MARS October 2023 Claim report for the school/site applying for grant funds

## 5.1 Formatting and Submission Directions

Applicants should submit applications using the following parameters:

* Submitted on 8.5” x 11” white paper using 12-point Arial/ Times New Roman font
* Formatted using 1” margins on all sides
* Portrait setting
* Single-spaced and single-sided (pages must include the Applicant’s name and page number within the footer in the lower right-hand corner)
* The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only
* “Links” received to obtain a response via the RFXS will not be opened and the email will be rejected without further consideration for an award
* A response received via the RFXS must include **ONE** response per electronic submission.
* **Duplicate submission** of an electronic or mailed response proposalwill result in the **LAST submission** being considered as a modification to the original submission. The previous submissions will be rejected and will not be considered for the evaluation and award. **Any late duplicate copy will disqualify all submissions from the evaluation process for an award.**
* **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance that the Office of Procurement received the response packet.**

**This grant competition is highly competitive.** Applicants should ensure that all guidelines and requirements are met before submitting applications. Please note that the MDE staff will not grant permission to Applicants to modify or change the criteria established in the application. This includes extending the date and time applications are due.

5.2 Application Submission and Due Date

A signed application packet (with an original signature) shall be submitted electronically in a PDF format via RFXS <rfxs@mdek12.org> no later than **Thursday, December 5, 2024, by 2:00 p.m. Central Standard Time (CST).** Applicants shall allow at least **72 hours** in advance of the due date to consider unforeseen technical issues. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

***Please NOTE: The email subject line and electronic document shall identify the name of the solicitation and the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.***

**Example Format for Subject Line: FY 24 NSLP Equipment Assistance Grant by John Blue LLC (DO NOT UNDERSCORE or INSERT SYMBOLS)**

**OR**

**Shipping instructions** are provided below:

An original signed application packet with one (1) copy shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Thursday, December 5, 2024, by 2:00 PM Central Standard Time (CST).**

***Please NOTE: The return address label must be visible on the outside of the sealed shipping envelope and shall include the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.***

**Ship To:**

**MONIQUE CORLEY**

**Office of Procurement**

**The Mississippi Department of Education**

**FY 2024 National School Lunch Program Equipment Assistance Grant for School Food Authorities**

**359 North West Street**

**Jackson, Mississippi 39201**

## 5.3 Restrictions on Communications

At no time shall any Applicant contact or attempt to contact any MDE staff regarding this solicitation. All correspondence shall be sent via email to the assigned contact person within the time specified in the Request for Information Section. **Should it be determined that any Applicant has attempted to communicate or has communicated with any other MDE staff regarding this solicitation, MDE, at its discretion, may disqualify the Applicant from submitting an application in response to the solicitation.**

## 5.4 Risk of Delivery

Timely submission of the application package is the sole responsibility of the Applicant. It is suggested that if the application is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature.  Any application shipped or mailed MUST be verified, date and time stamped, and recorded by an MDE mailroom staff. The time and date of the receipt will be indicated on the sealed application envelope or package by the MDE mailroom staff.  The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the application wrapper or other documentary evidence of receipt used by the mailroom.

**Packages that are delivered at the MDE in person by the applicant or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.**

The MDE will not be responsible for delivery delays or lost packets.  All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Applicant. All Applicants are urged to take the possibility of delay into account when submitting the application and submit the packet electronically via RFXS. **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance the Office of Procurement received the response packet.** The Applicant shall be notified if their application was rejected and the reason for such rejection after the applicable State Board of Education session.

Supplemental or revised application information, either from the Applicant or another source, will not be accepted. An application package must contain every element intending to be submitted. Applicants are encouraged to carefully review the procedures for submitting their materials. No changes or additions to an application will be accepted after the deadline.

## 5.5 Rejection of Applications

Applications that do not conform to the requirements of the solicitation will be rejected by the Mississippi Department of Education. Applications will be rejected for reasons below:

* The application is received late. Late applications will be maintained unopened in the procurement file.
* The Applicant has previously been cited with major and/or significant deficiencies by the MDE in one or more programs or included on the debarment list.
* Required application and signed cover page are not included in the application.
* Additions, modifications, alterations, or perceived improvements to any portion of the solicitation shall be considered non-responsive and will not be evaluated.
* The application packet was attached as a “link” in response to the solicitation.
* In person delivery.

## 5.6 Conditions of Solicitation

The MDE reserves the right to accept, reject, or negotiate regarding submitted applications based

on the evaluation criteria contained in the solicitation. The final decision to award a grant rest solely with the MDE.

The Applicant should note the following:

1. The MDE will not be liable for any costs associated with the preparation of applications incurred by the Applicant.
2. The selection of an Applicant is contingent upon favorable evaluation of the application; approval of the application by the review panel selected by MDE, approved budget and the Chief Accountability Officer's approval.
3. The selection of an Applicant is contingent upon successful negotiation of any changes to the application as required by MDE.
4. The MDE also reserves the right to accept any application submitted for grant award, without negotiation. Therefore, Applicants are advised to propose their most favorable terms initially.
5. Applicants will be required to assume full responsibility for meeting all specified

requirements stated in the solicitation.

## 5.7 Acceptance of Applications

The Mississippi Department of Education (MDE) reserves the right, in its sole discretion, to waive minor irregularities in applications. A minor irregularity is a variation of the solicitation that does not affect the application or the competitiveness, give one party an advantage or benefit over other parties, or adversely impacts the interest of the MDE.

## 5.8 Modification or Withdrawal of an Application

Prior to the application due date, a submitted application may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Applicant.

An application may be submitted as an amended application before the due date for receipt of applications. Such amended applications shall be a complete replacement for a previously submitted application and shall be clearly identified as such. The MDE shall not merge, collate, or assemble application materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to applications shall be accepted after the application due date.

Any submitted application shall remain a valid application for one hundred eighty (180) calendar days from the application due date.

## 5.9 Disposition of Applications

All applications become the property of the state of Mississippi.

## 5.10 Requests for Information

Written questions concerning the solicitation should be **emailed** to: GOQUINE@mdek12.org

The deadline for submitting written questions by email is **Monday, November 11, 2024, at 5:00 p.m.** **Central Standard Times (CST).** The answers to the questions will be provided to the general public on **Thursday, November 14, 2024,** onthe MDE’s website [www.mdek12.org](http://www.mdek12.org) under the *Public Notices Section/Request for Applications, Qualifications, and Proposal.* **No individual replies will be granted.**

A copy of this solicitation, including all attachments and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on MDE’s website. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this procurement.

Form 1

# Cover Page

**FY 2024 NSLP Equipment Assistance Grant for School Food Authorities**

**FY 25 (School Year 2024-2025) APPLICATION PACKAGE**

|  |  |  |
| --- | --- | --- |
| **Name of School Food Authority:** | **Address:** | **City, State:** |
| **Phone:** | **Fax:** | **E-mail:** |

|  |  |
| --- | --- |
| **Amount Requested** **Fund Year 2024-2025** **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **UEI#**  |

|  |  |
| --- | --- |
| **NAME OF SCHOOL/SITE:****\*A separate application is required for each school/site.** | **ADDRESS OF SCHOOL/SITE:** |
|  |  |

**Required signatures:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent/Executive Director/Agency Head/Fiscal Agent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Coordinator Date

Type Information Below:

Phone Number for Project Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address for Project Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mailing Address for Project Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For MDE program office use only:** Mississippi Department of Education Approval

List name of 1st Level Approver

2nd Level Approver

Grants Management Director

(If funding with federal funds)

Executive Director

Approval Date:

REQUIRED ATTACHMENTS AFTER NOTICE OF AWARD

***Each of the forms below must be completed after the notice of award*.** Any questions regarding the forms below should be submitted to the identified contact person via email.

1. Signed Assurances (Form 2) - *Required Signature(s)*
2. Signed Standard Terms and Conditions (Form 3) - *Required Signature*
3. Signed Conflict of Interest (Form 4) - *Required Signature*
4. Sign Acknowledgement of Amendments (Form 5) - *Required Signature*
5. Verification of the registration of the active Unique Entity ID (UEI) must be submitted with the application (e.g.,[www.sam.gov](http://www.sam.gov) correspondence indicating the status and expiration date, UEI letter, etc.)

Form 2

# ASSURANCES

***(Please read carefully before signing)***

The Applicant hereby assures that as a Subgrantee, in accordance with the statute, the Applicant submitting this application shall comply with the following:

Certain terms and conditions are required for receiving grants from the Mississippi Department of Education (MDE); therefore, the Subgrantee will agree to the items that follow.

1. The Subgrantee shall be an equal opportunity employer and shall perform to all other applicable requirements; accordingly, the Subgrantee shall neither discriminate nor permit discrimination in its operation or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, or sex in any manner prohibited by law. Further, the Subgrantee agrees to comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the No Child Left Behind Act of 2001.
2. The Subgrantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit examine any pertinent books, documents, papers, and records of Subgrantee related to Subgrantee charges and performance under this agreement. The Subgrantee shall keep such records for a period of five years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Subgrantee agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. The Subgrantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
4. The Subgrantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments.
5. This agreement shall not be modified, altered, or changed except by mutual agreement by representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.
6. The Subgrantee shall perform all services as an independent grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on the MDE.
7. The MDE, by written notice, may terminate the grant, in whole or in part, if funds supporting the grant are reduced or withdrawn. To the extent that the grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of the grant for services rendered prior to the effective date of termination. The MDE, by written notice, may terminate the application for nonperformance of the applicant at any time during the term of the program. The Subgrantee agrees that work, data, etc. created under the auspices of the program shall be turned over to the MDE upon such termination. The MDE, in whole or in part, may terminate the program for cause by written notification. Furthermore, the MDE and the Subgrantee may terminate the agreement, in whole or in part, upon mutual agreement. Either the Mississippi Department of Education or the awardee may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. The Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by the agreement, less payments of compensation previously made.
8. This agreement, and all matters or issues collateral to it, shall be governed by, and constructed in accordance with, the laws of the State of Mississippi.
9. Subgrantee shall not assign or sub-grant in whole or in part, its rights or obligations under this agreement without prior written consent of MDE. Any attempted assignments without said consent shall be void and of no effect.

By signing this statement, the Subgrantee hereby certifies and assures that the school district/entity submitting this document shall comply with MDE Assurances and Certifications in accordance with state and federal regulations requirements, and MDE policy and requirements pertaining to this program. The Subgrantee certifies further that the information submitted on this is true and correct.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Superintendent/Executive Director/Fiscal Agent Signature Date

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| **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 Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
 |
| * 2 CFR Part 400: USDA Implementing regulations” Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

  |
| * 2 CFR Part 415: USDA “General Program Administrative Regulations”
 |
| * 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
 |
| * 2 CFR Part 417: USDA “Non-Procurement Debarment and Suspension”
 |
| * 2 CFR Part 418 USDA “New Restrictions on Lobbying”
 |
| * 2 CFR Part 421: USDA “Requirements for Drug-Free Workplace (Financial Assistance)”
* 7 CFR Part 3: “Debt Management”
* 7 CFR Part 16: “Equal Opportunity for Religious Organizations
 |
| * 41 USC Section 22 “Interest of Member of Congress”
 |
| * Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
 |
| * Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (Public Law 112-55)
* “The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006”

  **COST PRINCIPALS*** 2 CRF, Part 200: Subpart E, Cost Principals

**USDA REGULATIONS*** Privacy Act. The Subgrantee 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)
* 7CFR Part 15: “Nondiscrimination”

**ASSURANCE OF CIVIL RIGHTS COMPLIANCE*** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Dept. of Justice regulations at 28 CFR Part 41, Implementation of Exec. Order 12250, Nondiscrimination on the Basis of Handicap in Federally Assisted Programs
* Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) The Subgrantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations, and directives.  The Subgrantee gives this assurance in consideration of and for the purpose of obtaining funds provided under this agreement.
* The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the bases of disability in employment (Title I), state & local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)
* Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-et-seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies and Procedures
* Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance
* Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
* All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
* Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3).
 |

Form 3

# STANDARD TERMS AND CONDITIONS

*Certain terms and conditions are required for contracting. Therefore, the Applicant shall assure agreement and compliance with the following standard terms and conditions.*

1. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the congressional appropriation of funds and the receipt of federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Subgrantee, to reduce the amount of funds payable to the Subgrantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

1. **CHANGES**

This agreement shall not be modified, altered, or changed, except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.

1. **INDEPENDENT SUBGRANTEE**

The Subgrantee shall perform all services as an independent Subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Subgrantee with respect to third parties shall be binding on the MDE.

1. **TERMINATION**

The MDE, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The MDE, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the MDE and the Subgrantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the MDE or the Subgrantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of the Subgrantee covered by the agreement, less payments of compensation previously made.

1. **ACCESS TO RECORDS**

The Subgrantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Subgrantee related to Subgrantee’s charges and performance under this agreement. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this agreement, unless the MDE authorized their earlier disposition. Subgrantee agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the action and resolution off all issues which arise from it.

1. **LAWS**

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

1. **LEGAL AUTHORITY**

The Subgrantee assures that it possesses legal authority to apply for and receive funds under this agreement.

1. **EQUAL OPPORTUNITY EMPLOYER**

The Subgrantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Subgrantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

1. **COPYRIGHTS**

The Subgrantee: (i) agrees that the MDE shall determine the disposition to title to and the rights under any copyright by Subgrantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Subgrantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Subgrantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to other solely because of such grant.

Subgrantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Subgrantee’s knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Subgrantee’s opinion be likely to become, the subject of an infringement claim or suite, the Subgrantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

1. **PERSONNEL**

Subgrantee agrees that, at all times, the employees of Subgrantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike and dignified manner.

1. **SURRENDER OF EQUIPMENT**

Subgrantee and MDE shall jointly conduct a closing inventory and Subgrantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between the opening and closing inventories. Subgrantee shall transfer all equipment per MDE’s guidance and written instructions.

1. **ASSIGNMENT**

Subgrantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

1. **MISSISSIPPI ETHICS**

It is the responsibility of the Subgrantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to any conflict of interest. A statement attesting to said compliance shall be on file by the Subgrantee.

I have **read** and **agree** to comply with the Standard Terms and Conditions. I certify that the contents of this application, if funded, will be followed for the implementation of the grant award described herein. *Signatures of the Superintendent, Executive Director, Agency Head, and/or Fiscal Agent on this page must match the signatures on the cover page. A representative from each partnering agency must sign the assurances. Failure to sign the above assurances will result in the rejection of the application.*

Superintendent/Executive Director/Agency Head/Fiscal Agent Date

Form 4

# CONFLICT OF INTEREST DISCLOSURE FORM

**Mississippi Department of Education**

Each Applicant must disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. The purpose of this form is to help MDE identify the actual or potential conflict and ensure the avoidance where necessary. Please complete and sign the form below as it relates to a conflict of interest within the program activities.

[ ]  I have no conflict of interest to report.

[ ]  I have the following conflict of interest(s) to report. Please describe any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I certify that the information set forth above is true and complete to the best of my knowledge. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify MDE immediately.

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Superintendent/Executive Director/Fiscal Agent Date

Title of Authorized Person

Form 5

# ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](https://www.mdek12.org/PN/RFP) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested applicants to monitor the MDE website for updates regarding any amendments to the solicitations.

# Budget Forms

Budget Overview, Narrative, and Summary

**All Applicants** must submit a ***Budget Overview and*** ***Budget*** and a ***Budget Summary.***

When determining the amount to be requested for school districts, please consider the need and the number of students to be served. All Applicants must submit a budget and sustainability plan, if applicable.

Allowable Expenses

Project funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes. All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

Applicants must list all budgetary costs based upon the narrative components and program design and ensure that the budget includes a line-item description for every allowable cost necessary to carry out the goals and objectives of the proposed program. It is advisable to consult with the financial office of the applying agency prior to submitting the application.

Successful Applicants may use grant funds for allowable costs only during the grant award period. **Any costs occurring outside the grant award period are solely the responsibility of the Subgrantee and will not be reimbursed by the MDE.**

## **Instructions for Budget Forms:**

## **General Instructions**

You may request an amount equal to or less than needed. Pay attention to applicable program specific instructions given in the solicitation.

## **BUDGET OVERVIEW**

**Budget Overview Form A (REQUIRED)**

All Applicants must complete Form A and provide an overview to support the budget that is presented as part of this solicitation. This overview must address all components listed, if applicable.

## **Budget Summary**

**Budget Summary Form B (REQUIRED)**

Applicant must complete **Form B** and provide a breakdown by the applicable budget categories shown. Enter the total cost. The supplemented amount must be shown, if applicable.

## **Budget Narrative**

**Budget Narrative Form C (REQUIRED)**

**Please pay attention to applicable program specific instructions and allowable expenditures.**

1. Provide an itemized budget breakdown for each applicable budget category listed in the budget summary pages.
2. Provide other explanations or comments you deem necessary.
3. The award total cannot exceed the amount of $11,704.50.

**Form A**

# Budget Overview

Provide a brief description for the questions listed below to qualify for award. **Fifty (50) priority points will be given to schools/sites that have not previously received an award or schools/sites that have not received an award since 2019.**

**A.** The Applicant must provide the average daily participation (ADP) documentation and percentage for the school/site applying as reported in the October 2023 MARS claim report to be considered for an award. To calculate the ADP, use the National School Lunch Program monthly attendance, divide by the number of operating days, and then divide that number by the number of children enrolled to get the percentage. **(15 points)**

* < 70 percent ADP **(5 Points)**
* 70-89 percent ADP  **(10 points)**
* 90-100 percent ADP **(15 Points)**
	+ - * 1. As part of the proposed program plan, Applicants must provide evidence that otherwise demonstrates experience or the promise of success in providing the services listed below. **(35 points)**

 Provide a brief and concise narrative on the following:

* Opportunities to impact nutrition and quality of meals, including supporting the implementation of updated nutrition requirements for school meals; **(10 points)**

* Equipment that improves the overall energy efficiency of the school

food service operations; **(5 points)**

* Equipment that can improve or expand participation in the National

School Lunch Program (NSLP) and/or School Breakfast Program (SBP); **(5 points)**

* Age of current food service equipment or lack of appropriate equipment; **(5 points)**
* 5 years or less (2 points)
* 6 years or more (3 points)
* Strategies for adopting cafeteria changes that provide more convenience

and appeal to the student population. **(10 points)**

|  |  |  |
| --- | --- | --- |
|  | FORM B**Mississippi Department of Education**BUDGET summary PAGE**FY 2024 NSLP Equipment Assistance Grant for School Food Authorities** | FY 2025Projected Budget Summaries |
| Fund Number:  |
| Name of School/Site:  | Please read all instructions before completing the form. |
| **BUDGET SUMMARY – Form B**  |
| **Budget Categories** | **Amount for Project Year 2025** |  |
| 1. Equipment  |  |
| 2. Removal Fee |  |
| 3. Freight Fee |  |
| 4. Installation Fee  |  |
| 5. Warranty Fee  |  |
| 1. Tax
 |  |
| 7. Subtotal (lines 1-5) |  |
| 8. Supplemented Amount  |  |
| 9. Total Cost  |  |

FORM C

School Year 2024-2025

# BUDGET NARRATIVE

Use the Budget Narrative form to provide a complete budget narrative **for the project**. On this page, please provide a **brief** but **detailed** budget narrative that explains the following, if applicable: a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and **clear and concise description** of the computations used to arrive at the total amounts indicated. This page may be reproduced as needed.

School/Site Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **CATEGORY/Activity** | **AMOUNT** | **GENERAL DESCRIPTION** |
| 1. Equipment
 |  |  |
| 1. Removal Fee
 |  |  |
| 1. Freight Fee
 |  |  |
| 1. Installation Fee
 |  |  |
| 1. Warranty Fee
 |  |  |
| 1. Tax
 |  |  |
| Subtotal  |  |  |
| Supplemented Amount  |  |  |
|  GRANT TOTAL |  |  |

**END OF DOCUMENT**