

**REQUEST FOR PROPOSAL
OFFICE OF THE NEVADA ATTORNEY GENERAL
GRANTEE- HEALTHY LIFESTYLES INITIATIVE PROGRAM
AUGUST 10, 2017**

SCOPE OF WORK:

The Nevada Attorney General (AGO) recently received a settlement from Volks Wagon to develop a Healthy Lifestyles program to promote healthy living and drug resistance among youth. To implement this program, the AGO hereby solicits proposals from eligible grantees, as described in this Request for Proposal. The proceeds from this settlement will be awarded in the form of grants, subject to the terms of this Request for Proposal.

The primary objective of the grant is to design and implement a program that provides, but is not limited to, services that effectively reach children and teens most at-risk for after school drug exposure. The program should provide information to help youth make healthy nutritional choices as well as to focus on the importance of engaging in physical activities and exercise, while in a safe, and supervised after school environment. **The grant period is October 15, 2017 through June 30, 2019.**

IMPLEMENTATION BY THE GRANTEE:

The grantee should seek youth to participate in a program that promotes healthy living and drug resistance. The grantee should engage in or host community-based health forums and events that serve both youth and their families. Specifically, grantee should develop a plan to reach underserved minority youth and those youth with limited language and reading skills.

REPORTING REQUIREMENTS:

In order to receive grant funds, grantee shall provide a monthly expenditure report by the fifteenth (15th) of each month, which shall include the following: a certified monthly financial report (on a form supplied by the AGO) which identifies each expenditure, its date and amount, and copies of back-up documentation, including copies of invoices and payment checks for each expenditure reported.

In addition, the grantee will be required to submit to the AGO a written progress report due 15 days after the end of each quarter. The report will also itemize staff time and services rendered.

The grantee will submit to the AGO a final report, listing all services rendered, total cost of assistance and the final outcome for each individual assisted. This report is due 30 days after the end of the grant period.

PAYMENT:

Payment for approved services will be made to the grantee within 7-10 days upon receipt of the monthly financial report as described above and agency approval.

Records and Retention:

The grantee shall prepare and maintain individual files on each individual assisted.

All files shall be retained for a period of three (3) years after the last activity on the file.

The AGO may conduct on-site audits from time to time at the grantee's place of business.

INDEMNIFICATION CLAUSE:

Where the grantee is not an agency of the State, grantee shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (State hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, errors and omissions, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, errors and omissions, misrepresentations, or fraud of grantee or any of its owners, officers, directors, agents, employees or grantees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by grantee from and against any and all claims. It is agreed that grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the grantee agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the grantee according to the terms of the grant.

INSURANCE REQUIREMENTS:

Where the grantee is not an agency of the state, grantee shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the agreement are satisfied, insurance against claims for

injury to persons, errors and omissions, or damage to property which may arise from or in connection with the performance of the work hereunder by the grantee, his agents, representatives or employees.

The insurance requirements herein are minimum requirements for the agreement and in no way limit the indemnity covenants contained in the agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect the grantee from liabilities that might arise out of the performance of the work under the agreement by the grantee, his agents, representatives, or employees. Grantee is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Where the grantee is not an agency of the state, grantee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Office of the Attorney General, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the grantee."

2. **Professional Liability Insurance**

Where the grantee is not an agency of the state, grantee's policy shall also include Professional Liability Insurance in the amount of \$ 1,000,000, including coverage for errors and omissions caused by Grantee's negligence in the performance of its duties under this agreement.

3. Workers' Compensation and Employers' Liability

Where the grantee is not an agency of the state, grantee's Policy shall also include Workers' Compensation in the amount of

Statutory
Employers' Liability
Each Accident
\$100,000
Disease – Each Employee
\$100,000
Disease – Policy Limit
\$500,000

- a. Where the grantee is not an agency of the state, grantee's policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when grantee is exempt under N.R.S., AND when such sub-contractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** Where the grantee is not an agency of the state, grantee's policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the grantee.
2. The grantee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Where the grantee is not an agency of the state, each insurance policy required by the insurance provisions of the agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. Such notice shall be sent directly to State of Nevada, Office of the Attorney General, 100 N. Carson Street, Carson City, NV 89701. Attention: / Nancy Ficco

D. **ACCEPTABILITY OF INSURERS:** Where the grantee is not an agency of the state, insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the grantee from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Where the grantee is not an agency of the state, grantee shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by the agreement must be in effect at or prior to commencement of work under the agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the agreement or to provide evidence of renewal is a material breach of the agreement.

All certificates required by this agreement shall be sent directly to the State of Nevada, Office of the Attorney General, 100 N. Carson Street, Carson City NV 89701. Attention: Nancy Ficco. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.

APPLICATION PROCESS:

Interested entities should submit proposals by **August 18, 2017.** The total amount of the award is \$500,000. The AGO expects to fund up to two (2) proposals. Proposals should include the amount requested, a detailed narrative describing your staff's understanding, experience, ability and qualifications to perform the needed services. Please include the length of time in business, the number of youth assisted in the past 24 months, what services were rendered and the final result.

All proposals must also include:

1. Detailed line item budget.
2. Resumes of staff that will be assigned to work on the grant.
3. Itemized hourly billing rate and fee schedule.
4. Copy of Nevada Business License.
5. Detailed outline and narrative of proposed program.

Please include one (1) original proposal and two (2) copies.

All proposals received by the due date will undergo a competitive team review to determine responsiveness to the requirements of this solicitation. The AGO reserves the right to decline funding to any proposals deemed insufficiently responsive and may modify and reissue this solicitation to attract suitable applications.

ELIGIBILITY:

Eligible applicants must be community based organizations that are 501(c)(3) corporations.

Proposals should be submitted to:

Christian Schonlau
Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

775-684-1116

cschonlau@ag.nv.gov

Selection of grantees will take place on or about September 1, 2017.