

Eastern Oregon Human Services Coalition
(EOHSC)

REQUEST FOR PROPOSAL

For

Grant Writing & Grant Tracking
for EOHSC

Proposals must be received no later than 5:00 p.m. PST
Tuesday, July 6, 2021

Accepted by
UNION COUNTY
1106 K Avenue La Grande, Oregon 97850
(541)963-1001

Eastern Oregon Human Services Coalition

The Eastern Oregon Human Services Consortium (EOHSC) is an ORS 190 intergovernmental organization currently comprising the following eleven counties: Baker, Gilliam, Grant, Harney, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, and Wheeler. Originally, when it was founded on January 22, 1988, EOHSC also included the following two counties: Hood River and Wasco.

EOHSC was founded for the purpose of connecting OHP members to services not traditionally covered by Oregon Health Plan insurance to provide a higher quality of mental health, dual diagnosis, and substance use disorder services throughout Eastern Oregon. The associated mental health programs were determined to cooperate to efficiently manage the Services within the Eastern Oregon region.

Historically, EOHSC has provided a vehicle to accept grants and subcontracts to further the provision of the Services. EOHSC has also provided planning and training to aid in the local provision of the Services.

EOHSC is governed by the EOHSC Board of Directors (BOD). The BOD consists of 8 representatives from Eastern Oregon Community Mental Health Programs and Counties listed above. EOHSC is currently administered through an administrative contract.

EOHSC is an Equal Opportunity Employer and reserves the right to negotiate with any and all individuals or firms that submit proposals as per the requirements of the Request for Proposal (RFP). Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

For more information, please visit www.EOHSC.org

EOHSC

Grant Writing and Grant Tracking Request for Proposals

1.0 INTRODUCTION

Eastern Oregon Human Services Coalition (EOHSC) is issuing a Request for Proposal (RFP) for comprehensive grant writing services. This RFP is seeking a grant writer responsible for identifying, seeking and administering competitive grants for EOHSC. These responsibilities include:

- Identifying grants meeting EOHSC application criteria
- Preparing timelines and chart of tasks for grant submissions
- Writing all sections of grant applications
- Preparing and submitting grant applications
- Fulfilling administrative state and federal requirements for successful grant application submission and procurement

EOHSC intends to award one (1) contract to the proposal most responsive to the requirements of this RFP. The term of the resulting contract is estimated to begin on or about August 1, 2021 and terminate July 31, 2022, with EOHSC retaining sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance and continued funding. **Proposals must be received via email no later than 5:00 p.m. Pacific Standard Time on Tuesday, July 6, 2021.**

Proposals received after July 6, 2021 will not be considered. Submission must be mailed or electronic. Receipt of proposals by hand delivery is not permitted. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This RFP does not obligate EOHSC to select any single proposer and EOHSC reserves the unconditional right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

NOTE: All proposals submitted in response to this RFP shall become the property of EOHSC and may be utilized in any manner and for any purpose by EOHSC. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately place and clearly identify all such material. The cover page and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, EOHSC will endeavor to resist disclosure of properly identified portions of the proposals.

2.0 GENERAL REQUIREMENTS

The following is an outline of the requirements for this Request for Proposal to meet the needs of EOHSC. It is the expectation that selected proponent will have knowledge of and adhere to all applicable federal and state regulations regarding grant application, award and sub-recipient pre-and-post award (OMB 200.328 and 45 CFR 75.352), as applicable.

- **Grant Identification** – Provide identification of grant opportunities appropriate for EOHSC with enough time to adhere to EOHSC grant application process/policy and still meet grant submission deadlines. Collaborate with department staff and develop criteria for the types of grant opportunities to seek.
- **Preparation** - When a grant opportunity is identified, provide an estimated number of hours required for grant application submission including but not limited to scheduling and leading the initial kick-off meeting with applicable EOHSC staff and/or recommended community partners. The initial kick-off meeting shall identify a timeline and list of tasks required prior to the grant submission. It will be the responsibility of the selected proponent to track progress during the preparation period.
- **Grant Writing** - For each grant opportunity, EOHSC will appoint a grant lead. The EOHSC grant lead will support the collection of critical information for inclusion in the grant application. Selected proponent will use provided information to complete all sections of the grant application. Selected proponent is expected to communicate/coordinate with applicable grantor in clarifying the requirements and content for the grant application.
- **Grant Submission** – Compile all required documents needed for a grant application and submit the grant on behalf of EOHSC. In some circumstances this may require accessing federal or state systems for submitting a grant application.
- **Post-Award Requirements** – In the event a grant is awarded to EOHSC, selected proponent will work with staff to identify grant requirements and provide tracking and reporting in compliance with grant requirements.

3.0 RFP SCHEDULE AND PROPOSAL SUBMITTAL

3.1 Timeline

The following chart shows the schedule of key events in this RFP process. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the sections that follow:

June 15, 2021	Issuance of RFP
July 6, 2021	Proposal are due
July 7-14, 2021	Review of Proposals/Possible Interviews
July 15, 2021	Notice of Intent to Award is Published
July 15 – 31, 2021	Contract is negotiated and signed
August 1, 2021	Contracted services commence

EOHSC anticipates that it will announce the results of this RFP process July15, 2021 through publishing a Notice of Intent to Award. EOHSC and the selected proponent will then negotiate terms and sign a legally-binding contract by or before August 1, 2021. Proposals must be submitted as described above no later than 5:00 p.m. on **July 6, 2021** (“Due Date”). Proposals received after that time will be considered late and will be rejected.

Proposals will be opened in a manner that avoids disclosure of contents to competing proposers. Immediately following the receipt date, a list of the submitting proposers will be available by request. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

3.2 Proposal Acknowledgement

Proponents responding to this RFP are asked to provide an acknowledgement via email to sburgess@union-county.org. Although this acknowledgement is not mandatory, receipt of this form ensures that the proponent is provided answers to all question submittals, updated on progress, and made aware of any changes to this RFP process. The proposal acknowledgement form is included in this RFP as Attachment A.

3.3 Written Questions

Proponents may submit questions via email to hokeeffe@eohsc.org. Answers to questions will be provided via email to all proponents identified through submission of Proposal Acknowledgement (Attachment A). Proponents are cautioned that no information obtained from other employees of EOHSC can be verified nor will be honored in consideration of submitted proposals.

3.4 Proposal Submittal

For consideration, proponents must submit a comprehensive response to the RFP that meets the minimum requirements included in this RFP and the corresponding attachments. All proponents are required to respond to this RFP as outlined in Section 4.0, for EOHSC evaluation on an equal and timely basis. Any supporting information shall be clearly identified and included in a section titled, "Documentation." The following chart provides critical submission guidelines

Proposal Deadline	Tuesday, July 6, 2021 at 5:00 p.m.
Submission	An electronic RFP response must be received by 5:00 p.m. local time on July 6, 2021. Neither late nor faxed submittals will be acceptable. Submit proposals to: Union County, Shelley Burgess, Administrative Officer sburgess@union-county.org Please use "EOHSC RFP Response" in the subject line.
Contact	hokeeffe@eohsc.org

No proposals received after 5:00 p.m. on Tuesday, July 6, 2021 will be accepted. All responses received after the deadline will be disregarded. EOHSC will verify official receipt of proposals via an e-mail to the e-mail address specified by the proponent.

Proposals must be signed by the proponent or an authorized representative. If applicable, Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent contract.

3.5 Right to Modify or Cancel

EOHSC reserves the unconditional right to cancel this procurement or reject any and all proposals in accordance with ORS 279B.100. EOHSC also reserves the right to modify the proposal process and timelines as it deems necessary.

3.6 Proponent Responsibility for Proposal Costs

Proponent shall be fully responsible for all proposal development and submission costs. EOHSC assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal by a proponent, the evaluation of any accepted proposal or the selection of finalists.

3.7 Proposal Acceptance and Rejection

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted. EOHSC reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of EOHSC. EOHSC reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the proponent. EOHSC, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in EOHSC's best interest, all proponents will be notified in writing of the specific reason(s) for such modification or cancellation. EOHSC reserves the right to seek additional proposals beyond the final submission date, if, in EOHSC's sole discretion, the proposals received do not meet with the approval of EOHSC.

Proposals must be valid for a minimum of one hundred twenty (120) days from the due date of this RFP.

3.8 Contract Award

Publication of Notice of Intent to Award is expected July 15, 2021 with negotiation to commence immediately thereafter for the development of a contract. This date is subject to revision.

3.9 Period of Performance

Recommendation for award is contingent upon successful negotiation of the contract and resolution by EOHSC of any protests. The successful proponent shall be required to sign the negotiated contract, which will be in the form and content approved by EOHSC. The final authority to award a contract rests solely with EOHSC.

The successful proponent shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by EOHSC. The successful proponent must agree to all terms, insurance coverage provisions, and conditions of the contract with EOHSC.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, EOHSC reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP or designate another qualified entity to operate the program on a sole-source basis.

If revisions or additional information to this RFP become necessary, EOHSC will post the addenda or supplements on the Union County website.

The period of performance is anticipated to be August 1, 2021 to July 31, 2022. EOHSC may extend the agreement for up to three (3) years based on the performance, need and funding availability.

4.0 PROPOSAL FORMAT

4.1 Cover Letter

The proposal must include an introductory letter attesting to the accuracy of the proposal, signed by an individual authorized to execute binding legal documents on behalf of the proponent. The letter should present the proponent's understanding of the services requested in the RFP, highlights of the proponent's expertise and history, as well as any previous work with EOHSC.

4.2 Submission Package

- **Contact Person** – Provide a contact person for the RFP process, including name, title, mailing address, telephone number and e-mail address (Proposal Response Form, Attachment A).
- **General Information** – Proponent's name, address, phone number, e-mail and the name and title of the authorized contract negotiator.
- **References** – The proposal must include a minimum of three (3) accounts that are of a similar size and scope to EOHSC. The list must include each reference's name, address, contact person, length of the relationship and a description of the services provided.
- **Contract Consideration / Litigation Warranty** – EOHSC will negotiate a contract with the successful proponent. Proponent warrants that it is not currently involved in litigation or arbitration concerning the materials or proponent's performance in supplying or installing the same or similar materials, unless such fact is disclosed in the proposal. Disclosure will not automatically disqualify the proponent. EOHSC reserves the right to evaluate the proposal with consideration for any litigation or arbitration by the proponent.
- **Subcontractors** – If subcontractors will be used in completing any aspect of these services, identify the name and address of the subcontractor, as well as the services they will provide.
- **Insurance** – Signed Acknowledgement of Insurance Requirements, Attachment B.

4.3 Service Processes

Provide a written narrative, detailing the approach, methodology and activities taken to achieve the full intent of the contract. At minimum, this should include the following:

- **Experience** - Relevant experience with grant writing for a healthcare and/or governmental organization. Explain how this experience will benefit EOHSC.
- **Availability** – Identify the days and hours when support can be provided for services identified in Section 2.0.
- **Timeline Sample** – Provide a sample of a timeline for a grant application process.
- **Sample List of Tasks** – Provide a sample list of tasks for a grant application process.

- **Cost Structure** – Propose hourly rate for services and indicate if negotiable. If an alternative expense method is recommended, provide a full explanation. Identify any anticipated expenses in addition to an hourly rate for services (example – travel expenses, etc.).

4.4 Grant Application Examples

Provide up to three (3) grant applications that best exemplify the skills and abilities of the proponent. Include whether the application resulted in a grant award, the amount and any conditions or changes to the original grant application.

4.5 Additional Recommendations (Optional)

Provide alternate or additional recommendations for proposed services. Recommendations will be assessed based on cost savings, quality improvements and process efficiency. Recommendations should include associated costs. If no additional cost is applicable, identify as “provided at no cost.”

5.0 PROPOSAL QUALIFICATIONS AND EVALUATION CRITERIA

5.1 Qualification Requirements

Any qualified sole proprietorship, company, firm or corporation that is licensed to conduct business in the state of Oregon and can provide services in accordance with the specifications of the RFP is qualified to submit a proposal.

5.2 Proposal Evaluation Criteria

EOHSC will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals inconsistent with the RFP requirements will be eliminated from further consideration. Proposals considered complete and compliant will be evaluated on the following considerations:

Quality of References (4.2)	20%
Quality of Service Processes (4.3)	10%
Quality of Grant Application Examples (4.4)	40%
Competitive Pricing	30%

5.3 Selection

Successful proponent will be the one best able to meet the needs of EOHSC based on the evaluation criteria. The determination of the successful proponent will be based on the information provided in response to the RFP.

6.0 ADDITIONAL PROVISIONS

6.1 Assignment

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the selected proponent without the express written consent of EOHSC. The granting or withholding of such consent shall be at EOHSC’ sole discretion.

6.2 Cancellation

EOHSC reserves the unconditional right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

6.3 Clarification of Responses

EOHSC or its agent reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary for properly evaluating a particular proposal. Failure of proponent to respond to such a request for additional information or clarification may result in rejection of that proponent's response or responses.

6.4 Collusion

Proponent submission certifies that no officer, agent, or employee of EOHSC has a pecuniary interest in this Proposal, that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proponent, and the proponent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

6.5 Cost of Preparation of Response

Costs incurred by any proponent in the preparation of their response to this Request for Proposal is the responsibility of the proponent and will not be reimbursed by the EOHSC.

6.6 Disputes

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of EOHSC shall be final and binding upon all parties.

6.7 Lobbying

Commencing with the issuance of this RFP, proponents or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proponent or others acting on their behalf shall not make direct or indirect (through others) contact with members of the EOHSC Board of Directors, Union County staff, GOBHI staff, or others to promote their proposals. Violation of this requirement may, in EOHSC's discretion be grounds for disqualifying the proponent from further consideration.

6.8 Non-Appropriation

Notwithstanding any provision of this RFP or resultant contract to the contrary: In the event EOHSC has no lawfully available funds, then EOHSC may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. EOHSC shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by EOHSC of the event of non-appropriation.

6.9 Non-Discrimination in Employment

Selected proponent shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era in accordance with provisions of Oregon Revised Statutes, Chapter 659. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

6.10 Proposals are Public Records

All information submitted by Respondents shall be public record and subject to disclosure pursuant to Oregon Revised Statutes 279A, 279B and 279C, as currently in effect, except such portions of the proposals for which respondent requests exception from disclosure consistent with Oregon Law.

All requests shall be in writing, noting specifically which portion of the proposal the proponent requests exception from disclosure. Proponent shall not copyright, or cause to be copyrighted, any portion of any said document submitted to EOHSC as a result of this Request for Proposal.

6.11 Proposal Not a Contract

Neither this request for proposals nor responses to it constitute a contract between EOHSC and the proponent. EOHSC reserves the right to negotiate specific contract terms with the selected proponent, however should such negotiation fail to arrive at a mutually agreeable contract, the selected proponent shall abide by the terms and conditions generally specified in this RFP.

6.12 Rejection of Proposals

EOHSC reserves the right to reject any or all responses to this Request for Proposal. No proposals will be considered that fail to contain the required information. There will be no changes to the content of this RFP except by written notification to the bidders who respond in accordance with the criteria herein.

6.13 State and Federal Law Compliance

Proponent must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. The successful proponent agrees to comply with all applicable provisions of Oregon public contracting law (Oregon Revised Statutes, Chapter 279).

6.14 Protest of Award

After EOHSC approves and selects the proponent, EOHSC will notify each proponent of who EOHSC intends to award a contract and publish a Notice of Intent to Award. If no written protest is filed by 4:00 p.m. on the seventh (7) day following published announcement of the decision, the award will be deemed final. EOHSC will not entertain protests submitted after this time period. The written protest must specify the grounds and legal authority upon which the protest is based.

If a timely protest is filed, the decision of EOHSC will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer.

Protests should be submitted by e-mail to:

Union County, Shelley Burgess, Administrative Officer sburgess@union-county.org

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten (10) working days after receipt of the written protest.

ATTACHMENT A: Request for Proposals Acknowledgement Form

This form is to acknowledge that the vendor hereby identified plans to submit a proposal in response to EOHSC’s Request for Proposal for Grant Writing and Grant Tracking. Although not mandatory, receipt of this form will ensure that the vendor is provided answers to submitted questions by all vendors and is updated on the progress of this RFP process. Submit by email to the following: sburgess@union-county.org

Authorized Signature: _____

Contact Name : _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

Attachment B - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a "claims made" basis must be approved and authorized by EOHSC.

Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Professional Liability insurance with an occurrence combined single limit of not less than:

- | | |
|--------------------------------------|--------------------------------------|
| <u>Per Occurrence limit</u> | <u>Annual Aggregate limit</u> |
| X \$1,000,000 | X \$1,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$4,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

- X Required by EOHSC Not required by EOHSC (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

- | | |
|---|---|
| <u>Per Single Claimant and Incident</u> | <u>All Claimants Arising from Single Incident</u> |
| X \$1,000,000 | X \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$4,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of EOHSC, its officers, employees or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide EOHSC with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against EOHSC, its officers, agents, or employees, and that contractor shall indemnify EOHSC for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of

- X Required by EOHSC Not required by EOHSC (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

- Per Occurrence
- \$1,000,000
 - \$2,000,000
 - \$3,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- Required X Not required by EOHSC unless claiming mileage for reimbursement (check one)

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the EOHS, the State of Oregon, their officers, employees, volunteers and agents as Additional

insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by EOHS are maintained. The additional insurance protection shall extend equal protection to EOHS as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to EOHS shall be narrowed to the maximum amount of protection allowed by law.

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to EOHS with the signed Contract. Contractor shall notify EOHS in writing at least thirty (30) days in advance of any cancellation, termination, material change, potential exhaustion of aggregate limits of, non-renewal of the required insurance coverage(s) or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, completed copies of insurance policies shall be provided to EOHS. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Tail Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and EOHS 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with EOHS. I also certify that the Agency carries the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____