



**Missouri Department of Social Services (DSS)
Division of Finance and Administrative Services
(DFAS), Procurement Unit
Invitation For Bid (IFB) # DSS26015**

**Buyer: Dirk Elrod, Special Assistant
Professional
Phone: (573) 751-2075
E-Mail: dirk.elrod@dss.mo.gov**

**Title: ToRCH Care Smart Growth and Service Line
Modification (Horizon 2)
Contract Period: Date of Award through September 30, 2028**

Issue Date: July 29, 2026

**IFB #DSS26015 is posted on the Department's website:
[Bid Proposals | Missouri Department of Social Services](#)**

**Return Bid By: August 28, 2026 by 2:00pm Central Time to the DSS/DFAS Procurement Unit via
email to: dirk.elrod@dss.mo.gov.**

Description of Services Required:

**The contractor shall provide Transformation of Rural Community Health Care (ToRCH) Care
Smart Growth and Service Line Modification (Horizon 2) for the Department of Social Services in
accordance with the requirements stated herein.**

The undersigned hereby agrees to provide the services and items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract, as defined herein, shall exist between the contractor and the Department of Social Services. The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.

Authorized Signature

Date

Printed Name and Title

Vendor Name (Legal Name of Entity)

IRS Form 1099 Mailing Address (Address of Record)

City, State Zip code

MissouriBUYS Powered by MOVERS Supplier Number

Contact Person Name and Title

Contact Person E-Mail

Telephone

Fax

Notice of Award (Department Use Only)

Accepted by the Department of Social Services as follows:

Authorized Signature for the Department of Social Services

Date

Contract #:

IFB # DSS26015: (ToRCH Care Smart Growth and Service Line Modification (Horizon 2))

1 Introduction and General Information

- 1.1 This document constitutes a request for bids for Transformation of Rural Community Health Care (ToRCH) Care Smart Growth and Service Line Modification (Horizon 2), as set forth herein.
- 1.2 The mission of the Missouri Department of Social Services (Department) is “Empower Missourians to live safe, healthy, and productive lives.”
- 1.2.1 The Department offers this IFB under the authority of a Program Grant Authority (PGA) (PGA104) issued to the Missouri Department of Health and Senior Services and the Missouri Department of Social Services, by the Missouri Office of Administration. The Department of Health and Senior Services has a Memorandum of Understanding (MOU) #M00884 with the Missouri Department of Social Services, which allows access to utilize PGA104.
- 1.3 Purpose and Background Information:
 - 1.3.1 This Invitation for Bid (IFB) solicits bids for contracts under Transformation of Rural Community Health Care (ToRCH Care) Smart Growth and Service Line Modification (Horizon 2). Horizon 2 will fund eligible projects that modernize, renovate, reconfigure, equip, or otherwise adapt existing rural healthcare facilities, hospitals, health centers, and access-to-care settings to expand or sustain priority service-line capacity. Horizon 2 is intended to support strategic, one-time infrastructure and capability investments that improve access to care for rural Missourians, reduce avoidable travel burdens, strengthen provider sustainability, and align with Missouri’s federally approved Rural Health Transformation Program (RHTP), established under the One Big Beautiful Bill Act (OBBBA) (cite: Public Law 11921).
 - a. The Horizon 2 program is funded through Missouri’s federally approved RHTP allocation and must comply with all requirements issued by the Centers for Medicare & Medicaid Services (CMS), of the U.S. Department of Health and Human Services (HHS), the Missouri Department of Social Services (Department), the MO HealthNet Division (MHD), and the Rural Health Transformation Office (RHTO).
 - b. The Horizon 2 program supported by CMS, is part of the financial assistance award authorized under H.R. 1, with 100 percent of the total program costs funded by CMS/HHS and no non-governmental funding. The contents of this document do not necessarily represent the official views of, nor an endorsement by, CMS/HHS or the U.S. federal government. All awards must be approved by CMS/HHS.
 - 1.3.2 Missouri is transforming how rural healthcare works through ToRCH Care. Missouri’s ToRCH Care’s purpose is to help preserve access to essential services, advance high-priority health focus areas (e.g., maternal health infrastructure, behavioral health (BH) infrastructure or diagnostics, outpatient care and chronic disease management infrastructure), and strengthen regional care coordination. These goals will be advanced through coordinated implementation across several RHTP program areas. Additional information on the RHTP program can be found at [Rural Health Transformation | mydss.mo.gov](https://mydss.mo.gov/rhtp).
 - 1.3.3 The Strategic Minor Renovations Program is one component of ToRCH Care’s Provider Transformation initiative. The program supports strategic investments to stabilize, modernize, and transform rural healthcare infrastructure and access-to-care capacity. Strategic Minor Renovations investments are structured across multiple horizons:
 - a. **Horizon 1 – Core Access and Service Preservation:** Minor renovations or alterations to prevent disruption of core care access and preserve essential services. Horizon 1 focuses on urgent safety, compliance, and access risks that could jeopardize continued operation of essential healthcare services.
 - b. **Horizon 2 – Smart Growth and Service Line Modification:** Smart growth and service-line modernization to “right-size” rural care access by renovating, reconfiguring, equipping, or repurposing existing spaces and capabilities into high-demand service lines. Horizon 2 is the focus of this IFB.

- c. **Horizon 3 – Transformative and Future-Facing Projects:** Larger-scale transformation, innovation, training, shared technology, or multi-partner redevelopment projects that reimagine rural care infrastructure. Horizon 3 is not the focus of this IFB.

- 1.3.4 Horizon 2 projects address rural access gaps by supporting service-line modernization in existing facilities and access-to-care settings. Horizon 2 is designed to help rural providers modernize underused or outdated facilities and support capabilities so that services can be delivered safely, sustainably, and closer to home. These projects are intended to address rural access challenges, align to priority service lines, and create durable service capacity beyond the RHTP funding period.
- 1.3.5 Horizon 2 responds to statewide rural health needs, including limited obstetric coverage, primary care shortages, behavioral health access gaps, chronic disease burden, limited outpatient and specialty access, and long travel distances for care. Primary care capacity and obstetric coverage remain fragile in high-birth rural areas, and certain rural counties have limited family medicine and women’s health provider availability. Investments are intended to improve access to maternal health, behavioral health, diagnostics, outpatient care, and chronic disease management services by supporting targeted service-line modernization where facility, equipment, technology, or care-delivery infrastructure gaps limit rural access, outcomes, sustainability, or cost-effective care, supporting reduced avoidable emergency department utilization and improved health outcomes.
- 1.3.6 Horizon 2 projects align with the following priority service lines:
 - a. **Maternal health infrastructure**, including projects that improve access to obstetric, perinatal, prenatal, postpartum, maternal-fetal, or related women’s health services;
 - b. **Behavioral health infrastructure**, including projects that expand or modernize inpatient, outpatient, crisis, tele-behavioral health, or integrated behavioral health capacity. Projects must be designed to reduce avoidable emergency department utilization for behavioral health needs and improve access to timely, appropriate behavioral health services; or
 - c. **Diagnostics, outpatient care and chronic disease management infrastructure**, including projects that expand or modernize imaging, laboratory, outpatient services, same-day service, specialty consult, or diagnostic capacity; and that support longitudinal care management, remote monitoring, multidisciplinary care teams, patient navigation, post-discharge follow-up, or other care models for high-risk chronic disease populations. Projects must clearly demonstrate how proposed diagnostic or imaging capacity will support reduced avoidable emergency department utilization, decreased total cost of care, improved access to maternal health services, or expanded primary care capacity for chronic disease management.
- 1.3.7 It is the intent of this initiative that impacts across these service lines will complement future alternative payment models, which will aim to reward prevention, care coordination, and local accountability – ensuring lasting financial and operational sustainability across Missouri’s rural health system.
- 1.3.8 Horizon 2 funding generally supports a broad network of hospitals and health centers dedicated to expanding rural access to healthcare. This ecosystem of care typically encompasses hospitals providing 24-hour diagnostic, medical, or nursing care—including general, critical access, rural emergency, and safety-net facilities licensed under state law. Additionally, the initiative involves various health centers and community-based access points, such as Federally Qualified Health Centers, Rural Health Clinics, behavioral health clinics, birthing centers, and urgent care centers, all of which play a foundational role in rural care delivery, emergency response, care coordination, and health-related infrastructure.
- 1.3.9 The vision for Horizon 2 initiatives is to thoughtfully support documented community needs and ToRCH Care goals, encompassing the following categories:
 - a. **Alignment with Horizon 2 and ToRCH Care priorities:** Extent to which the project supports one or more of the three Horizon 2 priority service lines and stated program goals. Projects should clearly identify the priority service line addressed, the specific community need, the target population, and how the project improves long-term service sustainability, regional access, or continuity of care. Strong bid proposals should present a credible case that the

project advances Horizon 2 priorities rather than only supporting general organizational needs. Strong bid proposals should also present a credible case that project impact ties to future alternative payment models, which will aim to reward prevention, care coordination, and local accountability, ensuring lasting financial and operational sustainability across Missouri's rural health system.

- b. **Regional and community impact:** Degree of expected benefit beyond the vendor's immediate site or organization, including multi-county reach, Hub/RCN alignment, coordination with other providers, and broader improvements in access, care coordination, utilization, patient outcomes, or system efficiency. Stronger scores should be awarded to projects demonstrating measurable benefits across multiple organizations, counties, or service lines rather than benefits confined to a single facility.
- c. **Severity of infrastructure or access gap:** Degree to which the project addresses a documented infrastructure deficiency or access gap, such as aging facilities, OB deserts, limited specialty access, behavioral health capacity constraints, geographic isolation, workforce shortages, referral bottlenecks, or service discontinuity risk. A vendor should quantify the current need by describing their existing catchment area and projected catchment area after project completion, using metrics such as counties served, population, patient volume, travel distance or time, wait times, referral leakage, or other relevant access measures. Projects that demonstrate larger measurable improvements in these metrics should score higher than those showing only modest or localized improvements.
- d. **Long-term sustainability:** Financial and operational viability after RHTP funding ends, including service-line durability, ongoing revenue or funding strategy, regional partnerships, governance model, staffing model, and operational ownership. A vendor should identify current staffing levels, vacancies, proposed new or expanded roles, anticipated recruitment or training needs, and how staffing will be maintained beyond the grant period. Strong responses should show that the service can continue without relying indefinitely on one-time grant funding.
- e. **Investment readiness:** Status of implementation readiness, including project planning, permitting and design progress, environmental or regulatory approvals (if applicable), procurement strategy, vendor identification, technology readiness, leadership alignment, implementation timeline, operational capacity, project governance, key dependencies, and risk mitigation. Higher-scoring projects should demonstrate that major prerequisites have been completed or are well underway, with a realistic timeline and minimal barriers to project execution.
- f. **Project design and outreach to communities:** Strength of project planning and execution approach, including clear scope, implementation sequencing, roles and responsibilities, community engagement, communications, and outreach strategies to drive awareness, utilization, and adoption of new or expanded services. A vendor should explain how patients, community partners, referring providers, and underserved populations will learn about and use the service. Strong bid proposals should show how outreach is tailored to the populations, languages, cultures, and geographies served.
- g. **Funding commitments and matching capacity:** Evidence that required match funding is available or credibly committed, including the required 25% match or documentation supporting a financial hardship waiver. A vendor should identify funding source, amount, status, timing, and any restrictions or contingencies. A vendor should also attest whether they previously received RHTP funding and identify the type, amount, purpose, and status of prior funding received, so reviewers can assess both funding leverage and prior award history.
- h. **Budget Reasonableness and Cost Effectiveness:** Degree to which the budget is detailed, line-itemed, and aligned with the project scope, schedule, staffing model, and expected outputs. Costs should be supported by estimates, quotes, staffing assumptions, historical costs, or comparable benchmarks. Strong budgets should distinguish one-time capital or start-up costs from recurring operating costs and demonstrate that requested funds are proportionate to expected access, quality, sustainability, service-line, or regional impact.

- 1.3.10 The underlying philosophy of Horizon 2 funding is to facilitate program enablement and meaningful transformation. Because the program focuses heavily on targeted improvements to rural healthcare access, its scope generally falls outside of routine operations, direct service delivery, or general administrative costs. To maximize this transformative impact, the initiative is not designed to accommodate major capital ventures (such as new construction or facility expansions), direct food support, purely urban projects, cosmetic enhancements, or efforts that might duplicate existing funding sources.
- 1.3.11 Horizon 2 projects are distinct from Horizon 1 and Horizon 3 projects. Projects whose primary purpose is immediate safety stabilization, code compliance, emergency repair, or preservation of existing core services without service-line modernization are not the focus of this Horizon 2 IFB. Projects involving large-scale transformation, new regional innovation centers, broad multi-partner redevelopment, training infrastructure, or future-facing care infrastructure beyond the Horizon 2 service-line modernization framework are not the focus of this Horizon 2 IFB and may be addressed through separate Horizon 3 funding, if available.
- 1.3.12 The Department expects Horizon 2 funding to be administered through a single contract period combining Year 1 Horizon 2 funding and anticipated Year 2 Horizon 2 funding, subject to final CMS Budget approval for year 2, available appropriations, and applicable state and federal requirements.
- 1.3.13 Horizon 2 funding is expected to be administered across two budget periods: Year 1 funds are tied to Budget Period 1, with an obligation deadline of October 30, 2026 and a spending period of date of award through September 30, 2027; Year 2 funds are tied to Budget Period 2, with funds expected to be available beginning October 31, 2026, an obligation deadline of October 30, 2027, and a spending period of October 31, 2026 through September 30, 2028, subject to CMS approval, applicable federal funding timelines, and Department requirements. The contract award(s) and the release of Year 2 federal funding are contingent upon CMS and Department approval.

1.4 Questions Regarding the IFB:

- 1.4.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.
- a. The vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
 - b. Upon the Department's consideration of questions and issues and if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the Department shall be contained in the IFB and amendments thereto.

1.5 Pre-proposal Teleconference Date and Time:

- 1.5.1 A pre-proposal teleconference regarding this IFB will be held on August 11, 2026, at 2:30 P.M. Central Time. Vendors are encouraged to participate in the pre-proposal teleconference as it will be used as the forum for questions, communications, and discussions regarding the IFB. The vendor should become familiar with the IFB and develop all questions prior to the pre-proposal teleconference in order to ask questions and otherwise participate in the public communications regarding the IFB.

- a. Pre-Proposal Teleconference Agenda: The vendor should have a copy of the IFB for the pre-proposal teleconference since it will be used as the agenda for the pre-proposal teleconference.
- b. Communication Prior to the Teleconference: The vendor is encouraged to review the IFB prior to the pre-proposal teleconference and may submit written communications and/or questions regarding the IFB, which reference the IFB paragraph numbers, to the buyer identified on page one. Such prior communication will provide the Department with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.
- c. Communication During the Teleconference: During the pre-proposal teleconference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the IFB or areas of the IFB requiring clarification.
- d. Amendment to the IFB: Any modifications needed to the IFB as a result of discussions from the pre-proposal teleconference will be accomplished as an amendment to the IFB. Neither formal minutes of the pre-proposal teleconference nor written records of the questions/communications will be maintained.

1.5.2 Pre-Proposal Teleconference Special Accommodations: Vendors are strongly encouraged to advise the Buyer from the Department as indicated on the first page of this IFB within five (5) state business days of the scheduled pre-proposal teleconference of any special accommodations needed for people with health conditions or impairments who will be participating in the pre-proposal teleconference so that these accommodations can be made.

1.5.3 Pre-Proposal Teleconference Dial-In Information: The vendor must contact the Buyer from the Department as indicated on the first page of this IFB to be invited to the pre-proposal teleconference, and provide the Buyer with their contact information (contact name, organization name, physical address) to be able to obtain dial-in instructions. The vendor will be provided with a telephone number to dial and/or webinar information to access, in order to listen and participate in the pre-proposal teleconference. The vendor shall refrain from contacting anyone other than the buyer to obtain the dial-in information.

1.6 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

1.7 The contract period shall be from date of award through September 30, 2028.

1.8 Organization: This IFB is organized into the following sections:

Section 1: Introduction and General Information

Section 2: General Performance Requirements

Section 3: Specific Performance Requirements

Section 4: General Contractual Requirements

Section 5: Invoicing and Payments

Section 6: Bid Submission, Evaluation and Award Requirements

Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s)

Exhibit A-1: Project Impact Narrative

Exhibit A-2: Team Qualifications / Organizational Staffing Capacity for the Contractor's Proposed Horizon 2 Project(s)

Exhibit B: Technical Bid – Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s)

Exhibit C: Contractor Hospital Information

Exhibit D: Contractor Budget and Budget Narrative

Attachment A: Evaluation Criteria For Technical Bid Components

Exhibit 1: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Exhibit 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Exhibit 3: Miscellaneous Information

Exhibit 4: Registration of Business Name with the Missouri Secretary of State

Exhibit 5: Anti-Discrimination Against Israel Act Certification

1.9 Glossary of Terms:

- a. Behavioral Health (BH): Mental health and substance use prevention, treatment, recovery, and support services.
- b. Behavioral Health Clinic (BHC): A licensed outpatient provider that delivers mental health and/or substance use disorder prevention, treatment, recovery, and supportive services.
- c. Birthing Center: A licensed healthcare facility that provides prenatal, labor and delivery, postpartum, and newborn care for low-risk pregnancies outside the traditional hospital setting.
- d. Critical Access Hospital (CAH): A small, rural hospital designation that provides essential healthcare services in underserved areas.
- e. Certified Community Behavioral Health Clinic (CCBHC): A behavioral health provider certified to deliver a comprehensive range of mental health and substance use disorder services using nationally established criteria, with a focus on timely access, care coordination, and quality outcomes.
- f. Certified Community Mental Health Center (CMHC): A community-based organization that provides comprehensive outpatient mental health services, including assessment, treatment, crisis intervention, rehabilitation, and recovery supports for individuals with behavioral health conditions.
- g. CMS: Centers for Medicare & Medicaid Services - Federal agency overseeing Medicaid and Medicare.
- h. ED: Emergency Department - Hospital department for urgent and emergency care.
- i. EMS: Emergency Medical Services - Pre-hospital care and transport services.
- j. Federally Qualified Health Center (FQHC): A community-based health center designated by HRSA to provide comprehensive primary care services in medically underserved areas or to medically underserved populations, regardless of a patient's ability to pay.
- k. Fixed Equipment: A fixed asset in healthcare is a long-term, tangible property or equipment used to deliver patient care or operate a facility. These assets are expected to last longer than one year, are not easily converted to cash, and are capitalized on a balance sheet and depreciated over their useful life. Common Categories Healthcare fixed assets generally fall into specific groupings that require distinct maintenance and accounting:
 - 1. Medical Equipment: Critical hardware used for diagnostics and treatment, such as MRI and X-ray machines, ultrasound units, patient monitors, and surgical tools.
 - 2. Buildings & Infrastructure: The physical facilities themselves, including hospitals, clinics, and building systems like HVAC, plumbing, and elevators.
 - 3. Furniture & Fixtures: Items needed to keep facilities functional, such as hospital beds, waiting room chairs, and medical carts.

- l. **Health Center:** Any organization whose programs, facilities, workforce, or services expand rural residents' access to healthcare, including entities that enable care delivery through clinical services, community-based access points, emergency response, care coordination, or health-related infrastructure. Eligible health centers may include, as applicable and if aligned to the approved service lines, Federally Qualified Health Centers, Rural Health Clinics, Certified Community Behavioral Health Clinics, Behavioral Health Clinics, Certified Community Mental Health Centers, birthing centers, primary care centers, urgent care centers, and other access-to-care partners that can demonstrate a clear role in expanding rural access to healthcare.
- m. **Hospital:** A place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care for not less than twenty-four consecutive hours in any week of three or more non-related individuals suffering from illness, disease, injury, deformity or other abnormal physical conditions; or a place devoted primarily to provide for not less than twenty-four consecutive hours in any week medical or nursing care for three or more non-related individuals. Eligible hospitals may include general hospitals, critical access hospitals, rural emergency hospitals, safety-net hospitals, and other hospitals licensed under applicable state law.
- n. **Hub:** A community-based network that brings together local healthcare providers, community-based organizations, and other partners to improve access, coordination, and health outcomes for rural residents.
- o. **Heating, Ventilation, and Air Conditioning (HVAC):** Systems used to control indoor temperature, airflow, humidity, and air quality.
- p. **Medicaid:** Joint federal and state program providing health coverage to eligible low-income individuals.
- q. **Medicare:** Federal health insurance program for individuals aged 65 and older and certain younger individuals with disabilities.
- r. **MOU:** Memorandum of Understanding - Written agreement between two or more parties outlining working expectations.
- s. **NOA:** Notice of Award - Formal notice issued by the Department documenting an approved award, scope, and funding terms.
- t. **Primary Care Center:** A healthcare facility that provides comprehensive preventive, diagnostic, and routine medical services, including health promotion, disease prevention, chronic disease management, and coordination of patient care across the lifespan.
- u. **RCN:** Regional Coordinating Network - Regional structure for organizing Hubs and resources under the RHTP framework. RCNs are designed to bring care closer to home, make clinical and non-clinical services more seamless, and ensure that no rural resident is left behind.
- v. **RHTO:** Rural Health Transformation Office - Office responsible for administering and overseeing RHTP initiatives.
- w. **RHTP:** Rural Health Transformation Program - Missouri initiative to strengthen rural healthcare infrastructure, workforce, and access.
- x. **Rural:** Part of the 104 (of 115) counties designated rural as part of Missouri's RHTP grant application (i.e., <150 residents per square mile and lack at least 10% of a central city within an Metropolitan Statistical Area (MSA), with 5 rural-adjacent counties as regional anchors for healthcare capacity). This excludes 10 counties and a city: Boone, Cass, Clay, Cole, Greene, Jackson, Jefferson, Platte, St. Charles, St. Louis, and St. Louis City.
- y. **Rural Health Clinic (RHC):** A clinic certified by CMS to provide primary care services in rural, medically underserved areas. RHCs are designed to improve access to primary care through the use of physicians, nurse practitioners, physician assistants, and certified nurse midwives.
- z. **ToRCH Care:** Transformation of Rural Community Health Care - Missouri's rural health transformation model establishing Hubs and Regional Coordinating Networks.

- aa. Urgent Care Center: A walk-in healthcare facility that provides same-day evaluation and treatment for non-life-threatening illnesses and injuries requiring prompt medical attention but not emergency department services.

2 General Performance Requirements

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.

2.2 Coordination

- 2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
- 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.

2.3 Correspondence

- 2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative administering the contract.
- 2.3.2 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure.
- 2.3.3 The contractor shall encrypt any electronic correspondence containing information confidential by law.

2.4 Contractor's Personnel

- 2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
 - a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
 - b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 2.4.2 If the contractor meets the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program, with respect to the employees hired after enrollment in the program, who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
 - b. Provide to the Department the documentation required in the Exhibit 1 titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said

company's/individual's enrollment and participation in the E-Verify federal work authorization program; and

- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the Exhibit 1 titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo,
 - b. shall not henceforth be in such violation, and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.6 **Affidavit of Work Authorization and Documentation:**

- 2.6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of the Exhibit 1 titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

- 2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.7.2 The contractor must complete and submit the Exhibit 2 titled Certification Regarding Debarment prior to award of a contract.

2.8 **Miscellaneous Information:**

- 2.8.1 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details on Exhibit 3, Miscellaneous Information.

2.9 **Contractor Registration with Secretary of State:**

- 2.9.1 The contractor must complete and submit the Exhibit 4 titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

2.10 **Anti-Discrimination Against Israel Act:**

- 2.10.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 2.10.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor

shall submit to the Department a completed Box C of the Exhibit 5 titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

- 2.10.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the Exhibit 5 titled, Anti-Discrimination Against Israel Act Certification.
- 2.10.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the Exhibit 5 titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the Exhibit 5 must be submitted prior to award of a contract.

3 Specific Performance Requirements

3.1 Contractor Requirements

- 3.1.1 The contractor shall be a rural hospital or health center, as defined in the IFB glossary of terms, licensed under applicable state law.
- 3.1.2 The contractor shall disclose whether it has previously received RHTP funding, including Horizon 1 funding, and shall disclose the type, amount, purpose, and status of any prior or current RHTP award. Receipt of Horizon 1 funding shall not make the contractor ineligible for Horizon 2 funding.
- 3.1.3 The contractor shall disclose all other funding sources supporting the proposed project and shall certify that funds awarded through this contract will not supplant, duplicate, or replace funds provided through other state, federal, local, philanthropic, or private sources.
- 3.1.4 The contractor's facility or organization shall be defined as follows:
- a. Hospitals licensed under applicable state law, including general hospitals, critical access hospitals, Rural Emergency Hospitals, safety-net hospitals, hospital-based outpatient departments, long-term acute care hospitals, health system-affiliated rural hospitals, county- or city-owned hospitals, or other qualifying hospitals meeting program requirements; or
 - b. Health centers. For purposes of this IFB, a health center means any organization whose programs, facilities, workforce, or services expand rural residents' access to healthcare, including entities that enable care delivery through clinical services, community-based access points, emergency response, care coordination, or health-related infrastructure. Eligible health centers may include as applicable and if aligned to the approved service lines, Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), Certified Community Behavioral Health Clinics (CCBHCs), Behavioral Health Clinics (BHCs), Certified Community Mental Health Centers (CMHCs), birthing centers, primary care centers, urgent care centers, and other access-to-care partners that can demonstrate a clear role in expanding rural access to healthcare; or
 - c. Hospital-affiliated or health center-affiliated entities applying on behalf of an eligible hospital or health center, where the proposed project primarily benefits the eligible hospital or health center; or
 - d. Public, nonprofit, or qualifying private hospitals and health centers meeting program requirements.
- 3.1.5 The contractor's ToRCH Care Strategic Renovations Horizon 2 contract project shall address smart growth and service line modification, as follows:
- a. The contractor's Horizon 2 project shall focus on smart growth and service-line modernization to "right-size" rural care access by renovating, reconfiguring, equipping, or repurposing existing spaces and capabilities into high-demand service lines. Horizon 2 projects shall modernize underused, outdated, or misaligned facilities and support capabilities so that services can be delivered safely, sustainably, and closer to home.

- b. The contractor's Horizon 2 project shall address documented rural access challenges, service-line gaps, facility constraints, equipment or technology limitations, care-delivery barriers, or regional needs that limit the contractor's ability to deliver or support one or more approved priority service lines.
- c. The contractor's Horizon 2 project shall be designed to expand or modernize access to priority healthcare services without creating unsustainable overhead, unsupported service expansion, or ongoing operating costs that are not commensurate with patient volume, reimbursement opportunity, regional demand, or long-term sustainability.
- d. The contractor's Horizon 2 project shall not include new construction, net-new facility builds, major expansion outside an existing footprint, direct food support or food supply purchases, routine operating expenses unrelated to the approved project, direct service delivery unrelated to the approved project, general administrative costs unrelated to project implementation, or projects that do not align with an approved Horizon 2 priority service line.
- e. The contractor shall ensure that the Horizon 2 project demonstrates a clear nexus to the following key categories and dimensions, which reflect a strong Horizon 2 project proposal and which the contractor shall address in its proposal, as outlined in Section 6 of the IFB:
 - 1. Importance to Community.
 - a) Alignment with Horizon 2 and ToRCH Care priorities;
 - b) Regional and community impact; and
 - c) Severity of infrastructure or access gap.
 - 2. Sustainability.
 - a) Long-term service-line sustainability.
 - 3. Readiness and Project Planning.
 - a) Investment readiness; and
 - b) Project design and outreach to communities.
 - 4. Sources of Funding.
 - a) Funding commitments and matching capacity; and
 - b) Budget Reasonableness and Cost Effectiveness.

3.1.6 The contractor's Horizon 2 project shall be designed to improve access to maternal health infrastructure, behavioral health infrastructure, diagnostics, outpatient care, and chronic disease management infrastructure by supporting targeted service-line modernization where facility, equipment, technology, or care-delivery infrastructure gaps limit rural access, outcomes, sustainability, or cost-effective care. This shall support reduced avoidable emergency department utilization, improved maternal health and behavioral health outcomes, and increased access to primary care services for diagnostics, outpatient care and chronic disease management, while driving to achieve outcomes that support future alternative payment models. The contractor shall ensure that Horizon 2 project funding is intended to support smart growth and service-line modification that accomplishes the following:

- a. Modernizes, renovates, reconfigures, equips, or repurposes existing facilities, spaces, equipment, or care-delivery capabilities to improve access to approved priority service lines.
- b. Supports rural residents receiving needed care closer to home, including maternal health, behavioral health, diagnostics, outpatient care, and chronic disease management services.
- c. Reduces avoidable patient travel burden, wait times, delayed care, care fragmentation, preventable ED utilization, avoidable inpatient utilization, or reliance on distant providers where local or regional service-line modernization is feasible and sustainable.
- d. Addresses documented access gaps, including, but not limited to, obstetric access gaps, behavioral health capacity constraints, limited outpatient or specialty access, limited imaging or

laboratory capacity, limited primary care or chronic disease management infrastructure, and underused space that can be converted to higher-value healthcare uses.

- e. Supports capacity expansion through existing footprint, including reopening, repurposing, renovating, or reconfiguring existing space without creating net-new facility builds.
- f. Supports technology and equipment enablement, including targeted clinical equipment, diagnostic equipment, monitoring tools, safety or security equipment, telehealth equipment, care coordination tools, or other technology directly tied to an approved priority service line.
- g. Supports access expansion through virtual or hybrid models, including tele-psychiatry rooms, virtual specialty consultation rooms, telehealth-enabled exam rooms, hybrid prenatal care spaces, virtual triage infrastructure, or other virtual care infrastructure tied to an approved priority service line.
- h. Supports ongoing care management infrastructure, including chronic disease management spaces, care navigation workspaces, post-discharge follow-up capacity, patient education spaces, multidisciplinary team workspaces, maternal resource and navigation centers, or other infrastructure needed to manage high-risk patients over time.
- i. Demonstrates measurable impact on rural access, service capacity, patient volume, wait times, travel distance, service-line sustainability, patient safety, care coordination, health outcomes, or provider stability.
- j. Prioritizes key health outcome focus areas, including maternal health, behavioral health, diagnostics, outpatient care, and chronic disease management services, and other ToRCH Care priorities approved by the Department.

3.1.7 The contractor shall execute planning, design, modernization, renovation, reconfiguration, equipment acquisition, equipment installation, technology enablement, workflow build-out, and phased strategic renovation activities necessary to complete the approved Horizon 2 project. The contractor shall ensure that the project supports smart growth and service-line modification within an existing facility, site, or approved access-to-care setting and that long-term overhead and upkeep costs are commensurate with patient volume, regional demand, reimbursement opportunity, and the contractor's sustainability plan. Any costs for the contractor's Horizon 2 project above the contract award amount shall be completed using alternative financing or other funding sources, to ensure the contractor's approved project is completed.

3.1.8 The contractor shall comply with all Department requirements governing the use, timing, obligation, expenditure, reporting, and closeout of Year 1 and Year 2 funds. Year 1 funds are tied to Budget Period 1, with an obligation deadline of October 30, 2026 and a spending period of date of award through September 30, 2027. CMS is expected to appropriate and obligate Year 2 funds for Budget Period 2 beginning October 31, 2026, subject to applicable federal approvals, available appropriations, and program requirements. Year 2 funds shall be obligated by October 30, 2027 and expended only during the Budget Period 2 spending period, October 31, 2026 through September 30, 2028, unless otherwise authorized by CMS and the Department. Regardless of the budget year in which the proposal is awarded, all proposals shall include a budget for no more than one (1) 12-month period of performance.

3.1.9 The contractor shall be limited to one comprehensive Horizon 2 project proposal per eligible hospital or health center, unless otherwise approved by the Department. The contractor's proposed Horizon 2 project may consist of multiple, distinct project components, provided that all proposed components collectively align with Horizon 2 eligibility criteria, one or more approved priority service lines, and the total combined budget does not exceed the applicable maximum award amount of \$5,000,000.00 for the contract period.

3.1.10 The contractor shall conduct their Horizon 2 project in accordance with a final approved Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project, Exhibit B: Technical Bid - Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s), and Exhibit C: Contractor Hospital Information, and Exhibit D: Contractor Budget & Budget Narrative. The contract award shall not indicate approval of Exhibit D - Contractor Budget and Budget Narrative submitted with the contractor's bid.

- 3.1.11 The Department may partially fund a proposed Horizon 2 project or may fund only certain project components based on the evaluation of the bid response, project eligibility, budget reasonableness, available funding, project readiness, and alignment with Horizon 2 priorities.

3.2 **Funding, Budget and Budget Narrative for Horizon 2 Project(s)**

- 3.2.1 The contractor's award funding shall be obligated, expended, tracked, and reported in accordance with the applicable RHTP budget period, the contract period, the approved budget, the approved budget narrative, and Department instructions. Given that the Department shall combine Year 1 and Year 2 Horizon 2 funding into this single contract cycle, funding awards shall be made in phases. Initial awards will be announced following the Year 1 review process. Subject to the availability and confirmation of Year 2 funds, the Department shall subsequently review and fund additional eligible bid proposals that were not funded during the initial award phase. The amount of any subsequent awards will be determined by the Department and are contingent upon available funding and applicable program requirements.

- a. The Department reserves the right to adjust funding amounts, award timing, eligible uses, project requirements, or award structure based on CMS approval, available funding, procurement requirements, project readiness, and the best interests of the Department.

- 3.2.2 The contractor's Exhibit D – Contractor Budget and Budget Narrative, approved by the Department, must contain only line items requested for reimbursement that will be funded under the Horizon 2 project awarded through this contract. Funds awarded to the contractor shall be used solely for costs directly related to the approved Horizon 2 project. Eligible costs and expenditures shall include the following at the hospital or health center:

- a. Strategic renovation, reconfiguration, modernization, or repurposing costs tied to an approved Horizon 2 priority service line;
- b. Renovation or alteration of existing space necessary to expand capacity through an existing footprint, with no net-new builds;
- c. Fixed equipment and infrastructure with a useful life exceeding one year that directly supports the approved Horizon 2 project;
- d. Clinical equipment, diagnostic equipment, laboratory equipment, imaging equipment, fetal monitoring equipment, point-of-care diagnostic equipment, behavioral health safety equipment, telehealth equipment, virtual care equipment, remote monitoring equipment, or other equipment directly tied to an approved priority service line;
- e. Technology and equipment enablement costs directly necessary to support approved service-line modernization, including equipment installation, configuration, interfaces, integration, connectivity, peripherals, or other technology enablement costs approved by the Department;
- f. Professional services related to design, engineering, architecture, project management, permitting, inspection, installation, workflow redesign, or implementation of the approved Horizon 2 project;
- g. Security systems, access controls, ligature-resistant improvements, privacy improvements, behavioral health safety improvements, or related physical improvements necessary to support approved behavioral health or other priority service-line capacity;
- h. Limited training, workflow redesign, change management, or adoption support directly associated with funded equipment, technology, renovated space, or care-delivery infrastructure, provided such costs are necessary to operationalize the approved Horizon 2 project and are approved by the Department;
- i. Limited one-time implementation or start-up costs directly tied to operationalizing the approved Horizon 2 service-line modernization project, if approved by the Department and permitted under applicable RHTP requirements;
- j. Permits, inspections, contractor costs, vendor fees, installation costs, materials, equipment, and other direct costs necessary to complete the approved Horizon 2 project; and

k. Other items as approved by the Department.

3.2.3 The contractor shall adhere to their budget, and budget narrative documents, as part of the contractor's Exhibit D – Contractor Budget and Budget Narrative, approved by the Department. The contractor's awarded funding shall end even if the contractor's project is not complete. Any unspent funds may be redistributed by the Department.

3.2.4 The Department reserves the right to request the contractor to reduce, reallocate or increase funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department reserves the sole right to request the contractor to adjust or update the contractor's budget and budget narrative, as follows:

- a. Reduce or reallocate an amount of funding requested at the time of award or awarded to the contractor during the contract period;
- b. Reduce or reallocate an amount of funding for ineligible expenses;
- c. Reduce, reallocate or discontinue future funding contingent on progress made toward meeting program expectations and outcomes; and
- d. Increase, reallocate or decrease funding based upon availability of funds for the program.

3.2.5 The Department will provide the contractor with thirty days prior written notice of any Department request for the contractor to increase, reallocation, or decrease in funding in their approved budget and budget narrative. The contractor will provide a new budget and budget narrative for approval by the Department.

3.3 **Eligible Uses of Funds:**

3.3.1 Horizon 2 program eligibility requirements include the following:

- a. The contractor's proposed project must be located in, serve, or meaningfully benefit one or more eligible rural-designated RHTP counties under the ToRCH Care framework, as defined in paragraph 1.9.x.
- b. The contractor's proposed project must align to at least one approved Horizon 2 priority service line.
- c. The contractor must demonstrate a clear connection between the proposed project and improved rural access, improved health outcomes, long-term service sustainability, regional need, or reduced travel burden.
- d. The proposed project must address a documented infrastructure, facility, equipment, technology, care model, or access gap that limits the vendor's ability to deliver or support priority services.
- e. The contractor's proposed project must be feasible within the contract period and must demonstrate readiness to begin implementation within one month of receiving authorization to proceed from the Department.
- f. The contractor must demonstrate a plan to operate, maintain, staff, and sustain the funded service, space, equipment, technology, or care-delivery model after RHTP funding ends.
- g. The contractor must disclose other funding sources and must not supplant or duplicate funds provided through other state, federal, local, philanthropic, or private programs.
- h. The contractor must comply with applicable match requirements, funding commitments, waiver documentation requirements, reporting requirements, and all federal and state requirements governing use of RHTP funds.
- i. The contractor must design and execute projects that directly address multi-county or regional access gaps and demonstrate ongoing alignment with documented ToRCH Care priorities and service-line needs.

3.3.2 Eligible Horizon 2 projects shall include a range of projects across three priority service lines: maternal health infrastructure; behavioral health infrastructure; diagnostics, outpatient care, and chronic disease management infrastructure. Projects may support capacity expansion through

existing facilities, technology and equipment modernization, expanded access through virtual or hybrid care models, and enhanced care coordination and ongoing care management.

- a. Maternal health infrastructure - The contractor shall provide a project(s) that is designed to improve access to obstetric, perinatal, prenatal, postpartum, maternal-fetal, or related women's health services. Examples of eligible projects include, but are not limited to, the following:
 1. Repurpose exam rooms for prenatal and maternal-fetal specialty visits;
 2. Renovate underutilized space for prenatal care clinics;
 3. Reconfigure existing OB/L&D space to improve patient flow and care capacity;
 4. Fetal monitoring upgrades or additional fetal monitoring equipment;
 5. Ultrasound modernization within existing OB units;
 6. Telehealth-enabled prenatal diagnostic equipment;
 7. Renovation of tele-consult rooms for maternal-fetal medicine consultations;
 8. Hybrid prenatal care hubs with virtual connectivity infrastructure;
 9. Dedicated provider workspaces for virtual OB specialist access;
 10. Postpartum care coordination programs or spaces within clinics;
 11. Maternal resource and navigation centers co-located within existing facilities; or
 12. Family support and education spaces for high-risk mothers.
- b. Behavioral health infrastructure - The contractor shall provide a project(s) that is designed to expand or modernize inpatient, outpatient, crisis, tele-behavioral health, or integrated behavioral health capacity. Projects must be designed to reduce avoidable emergency department utilization for behavioral health needs and improve access to timely, appropriate behavioral health services. Examples of eligible projects include, but are not limited to, the following:
 1. Repurpose existing emergency department or adjacent space for behavioral health assessment and support;
 2. Convert underused space into a navigation room with care team workstations for frequent emergency department users;
 3. Expand crisis stabilization or observation space within existing facilities;
 4. Electronic screening and measurement-based care tools;
 5. Safety and security upgrades for behavioral health treatment areas;
 6. Telepsychiatry carts and behavioral health consultation technology;
 7. Equip existing rooms for virtual behavioral health consultations in emergency departments, CCBHCs, or primary care clinics;
 8. Dedicated tele-psychiatry suites within existing facilities;
 9. Virtual group therapy or peer support spaces;
 10. Navigation spaces for frequent emergency department users with behavioral health and social service referrals;
 11. Space to redirect low-acuity patients to same-day primary or outpatient care; or
 12. Integrated primary care and behavioral health coordination hubs.
- c. Diagnostics, outpatient care, and chronic disease management infrastructure - The contractor shall provide a project(s) that is designed to expand or modernize imaging, laboratory, outpatient services, same-day service, specialty consult, or diagnostic capacity; and that support longitudinal care management, remote monitoring, multidisciplinary care teams, patient navigation, post-discharge follow-up, or other care models for high-risk chronic disease populations. A project(s) must clearly demonstrate how proposed diagnostic or imaging capacity will support reduced avoidable emergency department utilization, improved access to maternal health services, or expanded primary care capacity for chronic disease management, and how proposed project will support future alternative payment models. Examples of eligible projects include, but are not limited to, the following:
 1. Convert unused space into outpatient or primary care exam rooms (e.g., specialty clinics);

2. Reconfigure existing clinic layouts to improve patient throughput for primary care and outpatient visits;
3. Repurpose clinic space into chronic disease management or multidisciplinary care rooms;
4. Imaging upgrades (CT, X-ray, ultrasound) within existing facilities;
5. Primary care exam room equipment upgrades;
6. Point-of-care diagnostic equipment and patient monitoring technology for chronic disease management;
7. Digital intake and virtual triage infrastructure for outpatient and primary care access;
8. Virtual specialty consultation rooms linked to diagnostic services;
9. Hybrid chronic disease management rooms supporting virtual follow-up and remote patient monitoring;
10. Referral coordination space for patients needing follow-up after diagnostics or outpatient visits;
11. Follow-up support space to help patients complete overdue labs, imaging, screenings, and referrals; or
12. Chronic disease management and patient self-management education centers within existing clinics.

3.4 **Ineligible Uses of Funds**

3.4.1 The contractor shall not utilize funding for the following:

- a. Routine operating expenses unrelated to the approved Horizon 2 project;
- b. General administrative expenses unrelated to direct implementation of the approved project;
- c. Direct service delivery costs unrelated to the approved project;
- d. Ongoing staffing costs, payroll, fringe benefits, or routine personnel costs that are not approved as limited one-time implementation costs directly tied to the approved project;
- e. Ongoing service contracts, maintenance agreements, subscriptions, or software license renewals beyond the contract period, unless expressly approved by the Department and permitted under applicable RHTP requirements;
- f. Duplicate funding of costs supported by other state, federal, local, philanthropic, or private programs;
- g. Supplanting or replacing existing or ongoing projects or funding;
- h. Projects for purely urban facilities or projects that do not serve or meaningfully benefit eligible rural-designated RHTP counties;
- i. No expansion, additions, or increases in square footage that cause a significant and substantial rise in property value or extend useful life;
- j. Cosmetic improvements are not allowed (painting, carpet upgrades, artwork, décor that enhances visual appeal without altering core structure);
- k. Direct food support, food supply purchases, grocery purchases, meal purchases, or other direct nutrition benefits;
- l. Projects unrelated to approved Horizon 2 priority service lines;
- m. Projects that lack a clear access, outcome, sustainability, or regional need rationale;
- n. Discretionary enhancements, cosmetic improvements, general facility refreshes, furniture replacement, or general-purpose improvements that do not directly enable approved Horizon 2 service-line modernization;
- o. Projects primarily focused on large-scale transformation, multi-partner redevelopment, innovation centers, regional training infrastructure, or future-facing infrastructure beyond the Horizon 2 service-line modernization framework, which are more appropriately aligned to Horizon 3;

- p. Costs incurred prior to the allowable project period or prior to Department authorization to proceed, unless expressly approved by the Department;
- q. Costs not reasonable, necessary, allocable, adequately documented, or allowable under applicable federal and state requirements;
- r. Purchase of a new Electronic Medical Record (EMR);
- s. Fingerprinting, background checks and hiring-related costs (e.g., includes all salary related costs) are the responsibility of the contractor and not funded through the Horizon 2 award; and
- t. Other items as determined ineligible by the Department.

3.5 **Match Requirements:**

3.5.1 The contractor shall provide matching contributions of not less than 25% of the total approved project cost, unless otherwise approved by the Department through a partial match waiver. Department funding shall not exceed 75% of the total approved project cost, unless otherwise approved by the Department and permitted under applicable RHTP requirements.

- a. Contractors requesting a partial match waiver must submit sufficient and clear documentation demonstrating financial hardship and explaining why the required match is not feasible. Approval of a waiver is subject to Department and/or RHTO review and determination.
- b. The match waiver request information must be addressed in the Exhibit D – Contractor Budget and Budget Narrative submitted with the contractor's bid and all documentation related to the waiver request must be attached to the contractor's proposal.
- c. Match funds must be used on the same Horizon 2 project and must be expended during the contract period. Funds from the Department for other projects must not be used as match.

3.5.2 The contractor shall track matching contributions (cash or in-kind) of the total cost of the Horizon 2 project.

3.5.3 Match may include the following:

- a. Cash Match (hard match): Direct monetary funding for the project that is available from sources other than state or federal funding programs.
- b. In-Kind Match (soft match): Non-monetary contributions and donations received from individuals, agencies, associations, organizations, etc., by the contractor. The monetary value placed on minor renovations (as outlined in the vendor's bid proposal response) provided as in-kind match shall be consistent with the rate of compensation paid for similar work in the agency's organization or at an equitable fair market value. Examples of in-kind match include but are not limited to: volunteered professional or personal services, material, equipment, space, and facilities; non-monetary funded services and activities; and discounts.

3.6 **Reporting Requirements:**

3.6.1 The contractor shall submit reports outlining progress, milestone achievements and budget updates based on the below timeline:

Report Name	Description	Frequency
1. Initial readiness assessment	Example: Updates on planning, readiness and implementation status (e.g. signed contracts, permits, etc.)	One month after authorization to proceed by the Department
2. Progress Report	Example: Progress against milestones and metrics	Monthly with invoice
3. Final report	Example: Impact updates, final project closure update	One month after project completion, with invoice
4. Annual Project Status Report	Example: Updates on project implementation and operational status, including whether the funded project is	Annually through Year 5 after award

	operational, partially operational, delayed, or no longer active	
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3.6.2 The contractor shall be responsible for tracking and submitting an expenditure report to the Department of all expenditures related to the awarded funding by no later than the tenth of each month for the previous month. This report must verify that all funds were expended in accordance with the approved proposal and that all services or items provided under the funding are allowable and approved expenses. Failure to submit the required expenditure report by the stated deadline or if the Department determines funding was not spent appropriately, the Department reserves the right to recoup all or part of the funding provided.

- a. The expenditure report must be submitted to the Department on the form provided by the Department or in a format approved by the Department.
- b. If the contractor received funding in contract period and has not submitted a corresponding expenditure report, the Department reserves the right to withhold payment of any future invoices until the required expenditure report has been received and approved.
- c. The Department shall have no obligation to pay any invoice submitted after the close of the contract period.

3.6.3 The contractor shall submit reports outlining current baseline values, as well as, what metrics and target values will be achieved by end of contract for Horizon 2 funding. Example table illustrating the metrics tracked, baseline values, and target values, and progress may be seen:

Metrics to be tracked (Illustrative)	Baseline values	Target values	Reporting frequency	CMS metric (Y/N)
<i>E.g., % increase in service access and preservation</i>	Current service access numbers	80% increase	Quarterly	
<i>E.g., % increase in new patients</i>	Current average # of patients served	# of new patients served	Quarterly	
<i>E.g., Patient wait times</i>	Current wait time	% decrease in wait times	Quarterly	
<i>E.g., Surge capacity</i>	Current surge capacity	% increase in capacity	Quarterly	
<i>E.g., Infection control</i>	Current %	% improvement in infection control	Quarterly	
<i>E.g.,</i>	...	...	...	
<i>E.g., ...</i>	...	...	...	
<i>E.g., ...</i>	...	...	...	

3.7 **Additional Requirements:**

3.7.1 The contractor shall ensure there is no duplication of projects or funding.

3.7.2 The contractor shall not supplant existing or ongoing projects or funding.

3.7.3 The contractor shall be ready to begin their project within one month of receiving authorization to proceed by the Department after award notification (e.g., completed design proposal, sub-contractor/vendor agreements, permit approvals/submissions).

3.7.4 The contractor is not expected to get permits, sub-contractor agreements, etc. solely for the purpose of their proposal in response to this IFB. However, if the contractor is awarded a contract,

the contractor shall be expected to share these documents within one month of receiving the contract award.

- 3.7.5 The contractor shall be solely responsible for the projects with no oversight by the Department concerning the renovation aspect.
- 3.7.6 The contractor shall maintain a financial management methodology that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an allowable activity and allows required federal financial reports to be easily prepared.
- 3.7.7 The contractor shall have written policies and procedures to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and shall make its policies and procedures available to the Department, upon request.

4 General Contractual Requirements

4.1 General:

- 4.1.1 The contract shall consist of the Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto; the bid submitted by the contractor in response to the IFB, as accepted by the Department; and any subsequent amendments to the awarded contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
 - a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
 - a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.
- 4.2 **Amendment, Renewal and Termination:**
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

- 4.2.3 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar days from the date of notice or the date specified in the notice.
- 4.2.4 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
 - b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.5 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. Any opportunity to cure the breach will be provided to the contractor in writing.
- 4.2.6 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.
- 4.2.7 In the event of termination all records, documentation, data, reports, and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all records, documentation, data, reports, and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, and accomplishments without the prior, written permission of the Department.
 - b. Upon termination of the contract, the Department shall have access to all records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all records and documents prepared or developed as a result of the contract.
- 4.2.8 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform all the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department or to the Department's designee within seven calendar (7) days after receipt of the written request.
 - b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide all the services. The contractor shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The contractor shall provide the services for a price not to exceed those prices set forth in the contract,
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, to ensure the completion of such service prior to the expiration of the contract.

4.3 **Subcontracting:**

- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior

approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.

- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 **Conflict of Interest:**

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract, neither the contractor nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.
 - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
 - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
 - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) Exercising all the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause;
 - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
 - a. No State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
 - b. No State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and

- c. Before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.

4.4.4 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.5 The contractor shall not represent itself, its employees, or its subcontractors, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

4.5.1 The contractor must comply with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have and maintain current and in good standing, all licenses and certifications that are required by law, rule or regulation for the duration of the contract.

- a. The contractor shall notify the Department if the contractor's license(s) or certification(s), or both have or may be terminated, revoked, modified or qualified within seven (7) business days.
- b. The contractor shall notify the Department, within seven (7) business days, if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation. Under investigation shall mean by law enforcement, governmental agency, or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents, employees or officers, may have to conduct business.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing:**

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements and Applicable Laws and Regulations:**

4.7.1 Non-Discrimination - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. 45 CFR Part 92 -- Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title;

- b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- c. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- d. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- g. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
- i. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders that may apply to the services provided via the contract.

4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 CFR Part 200, subpart F, including subsequent amendments or revisions.

- a. A copy of any audit report shall be sent to the Department each contract year if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.
- b. In the event federal funds are not utilized for contract, the contractor shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.
- c. If the contractor is a sub-recipient as defined in 2 CFR Part 200, subpart F the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

4.7.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

4.7.4 Stevens Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Stevens Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained. Any statement, press release, or other document describing projects or programs funded with federal funds shall clearly state the following as provided by the Department:

- a. The percentage of the total costs of the program or project that will be financed with Federal funds;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.5 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements

of 31 U.S.C. 1352, which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

- 4.7.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 4.7.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.7.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 4.7.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement: [Grants Policy Statement](#).
- 4.7.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 4.7.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) business days after the conviction.
- 4.7.12 Contractor Whistleblower Protections:
 - a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

4.8 **Financial Requirements:**

- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.
- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
 - a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
 - b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
 - c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

- d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
- e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The contractor shall not invoice federal or state tax.

4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any renovation project provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 **Insurance:**

4.10.1 The Department shall not be required to save and hold harmless and indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees and the public against any loss, damage and expense related to the contractor's performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 **Recordkeeping and Reporting Requirements:**

4.11.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.11.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

- a. the specific number and type of service units provided;
- b. itemized revenues and expenditures related to the performance of the contract;

- c. all records necessary for performing a full audit of the contractor's performance under the contract; and
- d. other relevant records.

- 4.11.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall within one business day notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.11.5 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, of all the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor relating to the operation of this contract for the Department at any reasonable time.
 - a. The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit questions or legal actions, or both have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.11.6 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the contractor's organization.
- 4.11.7 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.12 **Confidentiality:**
 - 4.12.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
 - 4.12.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
 - 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
 - 4.12.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;

- d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.12.5 The contractor shall not store, locate, transfer, transmit or permit access to any portion of the Department's system instance, configuration, customization, documentation, or code related to the contractor's solution, nor any Department data at rest (*including encrypted or de-identified data*), outside of the United States. The contractor shall also prohibit all personnel from storing Department data on removeable media, including but not limited to USB drives, optical discs, or on mobile or personally owned devices such as tablets, mobile phones, or laptops. Storage of such data is permitted only on devices used exclusively within secured and controlled data centers.

4.12.6 **Substance Abuse Records** - The Department is subject to and must comply with applicable provisions of federal law governing the confidentiality of substance use disorder patient records, including 42 U.S.C. § 290dd-2 and the regulations promulgated at 42 C.F.R. Part 2.

4.13 **Property of State:**

4.13.1 All documents, agency data (including encrypted or de-identified data), reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

4.13.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.

4.13.4 Contractor Title To Equipment: Title to any equipment required by the contract shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

4.14 **Notification Requirements:**

4.14.1 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that may render the contractor unable to perform any of its obligations under the contract.

- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 **Miscellaneous:**

4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.

- 4.15.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.15.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.15.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. Prior, written consent of the Department;
 - b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
 - c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.15.5 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.6 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.
- 4.15.9 The contractor shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law").
- 4.16 **Contract Monitoring/Compliance**
- 4.16.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.
- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- 4.16.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
 - b. Special conditions or restrictions may include, but are not limited to:
 - 1) Requiring the contractor to obtain additional technical assistance;
 - 2) Requiring additional levels of prior approval from the Department for contract activities;
 - 3) Requiring additional or more detailed financial reports and other documentation;
 - 4) Additional, ongoing contract monitoring/oversight by the Department;
 - 5) Requiring the submission and implementation of a corrective action plan; or
 - 6) A combination of special conditions or restrictions.

- 4.16.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.
- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
 - b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions the contractor shall take to prevent the situation from recurring.
 - c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
 - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
 - d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

5 Invoicing and Payments

5.1 Invoicing:

- 5.1.1 The contractor must submit an original descriptive business invoice form with the required report(s) attached (as required in Section 3).
- a. The contractor shall only invoice for reimbursement of actual allowable costs as approved by the Department as specified on the contractor's budget and the contractor's budget narrative. In no event, will the Department reimburse the contractor greater than the maximum reimbursement price on the contractor's budget.
 - b. The invoice shall include contractor's name, address, contract number, and amount of payment.
 - c. The contractor must use a unique invoice number with each invoice submitted to the email address shown below:

MO HealthNet Division
Attn: Rural Health Transformation Program (RHTP) Accounts Payable (AP)
Email: MHD.RHTP.AP@DSS.MO.GOV
615 Howerton Court, 2nd Floor
Jefferson City, MO 65109
- 5.1.2 The contractor shall understand and agree that all renovation expenditures must be completed by September 30, 2027 for Year 1 awardees and September 30, 2028 for Year 2 awardees, unless otherwise approved by the Department.
- 5.1.3 The contractor shall submit their monthly invoice and required report(s) to the Department by no later than the tenth of each month for the previous month. The contractor's final invoice and required report(s) shall be due by October 10th, 2027 for Year 1 awardees and October 10th, 2028 for Year 2 awardees.

5.2 Payments:

- 5.2.1 Prior to any payments becoming due under the contract, the contractor must update their contractor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. The contractor must also register in the State of Missouri's new eProcurement system, MissouriBUYS, powered by MOVERS. Suppliers must register in the new MissouriBUYS, powered by MOVERS system by going to the Supplier registration portal: <https://missouribuyss.mo.gov/supplier-registration>, as the Department cannot award a contract to a supplier unless they are fully registered in the new

system. The UNSPSC code (e.g. commodity code) in MOVERS for this IFB, is 85101500 - Healthcare Centers.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. As required above, the contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 5.2.2 No payment shall be made after October 30th, 2027 for Year 1 awardees and October 30th, 2028 for Year 2 awardees.
- 5.2.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- 5.2.4 Other than payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination of payments, attorney fees, liquidated damages, etc.
- 5.2.5 If a request by the contractor for payment or reimbursement is denied, the Department shall provide the contractor with written notice of the reason(s) for denial.
- 5.2.6 If the Department, upon official notification, overpays the contractor, the contractor shall provide the Department with a check payable as instructed by the Department in the amount of such overpayment. The contractor shall submit the overpayment to the Department at the address specified by the Department. The contractor shall submit the overpayment to the Department within thirty (30) calendar days of the date of official notification of the overpayment, or, at the Department's discretion, the overpayment may be withheld from a future invoice.

5.3 **Verification of Expenditures:**

- 5.3.1 The contractor must provide documentation for reimbursement of allowable expenditures listed in Section 3, when requested by the Department, to include but not be limited to the following:
 - a. Photographs of the hospital space (before and after);
 - b. Receipts for expenditures (any allowable expenditures as described herein); and
 - c. Other documentation as requested by the Department.
- 5.3.2 Receipt of payments by the contractor does not constitute earning of these funds and is subject to verification provisions stated herein.
- 5.3.3 The Department shall have the right to recover from the contractor all funds for which adequate verification and full documentation of expenditures is not maintained.
 - a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:
 - 1) is possible;
 - 2) can be conducted without the use of information extrinsic to the records;
 - 3) can readily determine whether the good or services were in fact provided, and
 - 4) can readily determine whether the goods/services were provided in accordance with the terms of this agreement and applicable federal and state regulations.
- 5.3.4 The contractor shall produce and make available all records necessary for adequate verification. In that event, the contractor shall provide documentation of allowable expenditures at a minimum, to include but not be limited to the following:

- a. Backup documentation explaining expenditures (any allowable expenditures as described herein); and
- b. Other documentation as requested by the Department.

5.3.5 The Department, at its sole discretion, may:

- a. audit all invoices, in a manner determined by the Department;
- b. reject any invoice for good cause;
- c. make invoice corrections or changes with appropriate notification to the contractor;
- d. deduct from an invoice any overpayment made by the Department; and
- e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.3.6 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:

- a. disallow all or part of the cost of the activity or action not in compliance;
- b. withhold payments pending correction of the compliance deficiency by the contractor; and
- c. withhold further award of grant funding for the contract project or program.

6. Bid Submission, Evaluation and Award Requirements

6.1 Introduction:

6.1.1 **The IFB is posted on the Department's website at:** [Bid Proposals | Missouri Department of Social Services](#). It is the vendor's responsibility to obtain a copy of the IFB and any amendment(s) that may be made to the IFB, posted on the Department's website.

6.1.2 The vendor's bid should include a complete plan for accomplishing the tasks described in this IFB and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this IFB. The vendor's plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

6.1.3 This section describes the contents and format designed to ensure completeness in the vendor's bid. The intent of the instructions contained herein is to standardize the bids to enable equitable measurements for competitive review for awarding to the lowest and best responsive vendor with a bid that is the most advantageous to the state.

6.2 Submission of Bids:

6.2.1 The vendor shall be limited to submitting one comprehensive proposal per eligible hospital facility location. The vendor may submit multiple projects under their proposal, however, in no event shall the vendor's budget request exceed \$5,000,000.00 for all projects proposed. In the event the vendor submits more than one proposal per location, the Department will only evaluate the last proposal submitted before the deadline and will reject all others.

6.2.2 The vendor shall submit bids to the Department by 2:00 pm Central Time on the date listed on the front page of the IFB. Any bids submitted after 2:00 pm Central Time will not be considered.

6.2.3 **The bid shall be submitted to the DSS/DFAS Procurement Unit via email to:** dirk.elrod@dss.mo.gov. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's response document and any attachment(s) should be searchable.

6.2.4 All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Unless the IFB specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.

- a. Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 6.2.5 The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the bid end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- 6.2.6 To ensure software compatibility, the vendor should submit the bid response document and any attachment(s) in Microsoft Word, Microsoft Excel, or Adobe PDF. A vendor's failure to follow these instructions and instead use a different software method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
- 6.2.7 A response may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor to the Department. Justification of withdrawal decision may include a significant error or exposure of response information that may cause irreparable harm to the vendor.
- 6.2.8 It shall be the sole responsibility of the vendor to monitor the Department's website [Bid Proposals | Missouri Department of Social Services](#) to obtain a copy of the IFB and any amendment(s). If the IFB is cancelled after the bid end date and time specified in the IFB, notification will be provided to all vendors that responded to the IFB.
- 6.2.9 Compliance with Requirements, Terms and Conditions – Vendors are cautioned that the Department shall not award a non-compliant bid. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award.
 - a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
 - b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the terms and conditions may render a vendor's bid unacceptable and removed from consideration for award.

6.3 Bid Format:

- 6.3.1 To facilitate the evaluation process, the vendor is encouraged to organize their bid into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the bid. The bid should be page numbered.
 - a. Signature Page(s): The signed signature page from the original IFB and all signed amendments should be placed at the beginning of the bid.

Exhibits required for submission: The vendor's proposal should be limited to no more than a total of 75 pages if possible, as seen below detailed in 6.3.1.b. through 6.3.1.g.

 - b. Technical Bid: The vendor's Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s) should be limited to no more than 25 pages if at all possible, including any related exhibits or attachments to the Exhibit A. Standard fonts, 11 point or above, should be used.

- 1) The contractor's Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s) should contain only relevant information that is specific to the topic.
- 2) The contractor's proposed renovation plan should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered.
- c. The vendor's Exhibit A-1: Project Impact Narrative should be limited to questions on the Exhibit, and should be limited to no more than a total of 10 pages if possible. Standard fonts, 11 point or above, should be used.
- d. The vendor's Exhibit A-2: Team Qualifications / Organizational Staffing Capacity for the Contractor's Horizon 2 Project(s) should be limited to questions on the Exhibit, and should be limited to no more than a total of 10 pages if possible. Standard fonts, 11 point or above, should be used.
- e. Technical Bid: The vendor's Exhibit B: Technical Bid – Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s) should be limited to no more than 10 pages if possible. Standard fonts, 11 point or above, should be used.
 - 1) The vendor should provide a brief company history and nature of the business, including the founding date and number of years in business as currently structured, type of projects completed, etc. If the company has a website, provide the address.
 - 2) The vendor should describe the vendor's overall relevant knowledge of and experience in projects similar in scope to the Horizon 2 project, as outlined in the IFB, and seen below.
 - 3) The vendor should describe a past example(s) of projects and how those were successfully managed (e.g., specific contact information (name, email, phone number) of person(s) who can verify project/serve as a reference). If the vendor does not have a past example, respond to how the vendor will successfully manage the proposed renovation project.
- f. Exhibit C – Contractor Hospital Information. The vendor's Exhibit C should be limited to no more than 10 pages if possible. Standard fonts, 11 point or above, should be used.
- g. Exhibit D – Contractor Budget and Budget Narrative. The vendor's Exhibit D should be limited to no more than 10 pages if possible. Standard fonts, 11 point or above, should be used.
- h. State of Missouri Business Compliance Exhibits required for submission:
 - 1) Exhibit 1: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - 2) Exhibit 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
 - 3) Exhibit 3: Miscellaneous Information
 - 4) Exhibit 4: Registration of Business Name with the Missouri Secretary of State.
 - 5) Exhibit 5: Anti-Discrimination Against Israel Act Certification.

6.3.2 Vendor No Tax Due Certificate – This certificate is required by all vendors as verification that the vendor is either registered to collect sales and/or use tax in Missouri, or that the vendor is not making retail sales of tangible personal property or providing taxable services in Missouri. The "Vendor No Tax Due" certificate may be obtained by completing and submitting the "Request for Tax Clearance" form located at <http://dor.mo.gov/forms/943.pdf>. Additional information regarding this certificate is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

- a. Department of Revenue, Taxation Division Contact Information for technical assistance:

Website:
<http://dor.mo.gov/business/sales>
Phone:(573) 751-9268
Email:
taxclearance@dor.mo.gov

6.4 Evaluation and Award Process:

6.4.1 Evaluation Process:

- a. The Department will evaluate proposals received by the due date as outlined on the front page of the IFB. Bids submitted after the due date will not be considered responsive.
- b. The contract shall be awarded to the lowest and best bid.
- c. The maximum award amount under this contract is \$5,000,000.00. A vendor may request funding below this maximum award amount based on demonstrated project need. Any request above the maximum award amount shall be considered a non-responsive proposal, and therefore, not evaluated.
- d. The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the bids for responsiveness to mandatory requirements of the IFB and in accordance with the subjective evaluation criteria stated in the IFB. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- e. Proposals will be evaluated in accordance with the requirements of this IFB. The contractor should address in its proposal the following to reflect a strong Horizon 2 project(s) proposal:
 1. Importance to Community.
 - a) Alignment with Horizon 2 and ToRCH Care priorities;
 - b) Regional and community impact; and
 - c) Severity of infrastructure or access gap.
 2. Sustainability.
 - a) Long-term service-line sustainability.
 3. Readiness and Project Planning
 - a) Investment readiness; and
 - b) Project design and outreach to communities.
 4. Sources of Funding.
 - a) Funding commitments and matching capacity.
 - b) Budget Reasonableness and Cost Effectiveness.
- f. If a vendor's proposal includes multiple Horizon 2 projects for their eligible physical hospital location, the evaluation committee will assess the collective merit, feasibility, and community impact of the comprehensive proposal. However, the Department reserves the right to evaluate each distinct project independently to determine its specific alignment with Horizon 2 / ToRCH priorities.
- g. The Department may unilaterally remove any budget line item(s) from the vendor's proposed Exhibit D – Contractor Budget and Budget Narrative that the Department or evaluation committee determines to be ineligible, unsupported, or not recommended for funding. Following the removal of such item(s), the Department reserves the right to award the vendor the remaining approved balance of the proposed budget for a vendor's project(s).

6.4.2 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting

an assessment of the proposal in accordance with the evaluation criteria stated below. Each responsive proposal will receive a score for each element of the evaluation criteria, and the table below identifies the maximum point totals available for each evaluation element, the rating available for each evaluation element, and the available score for each rating.

Category	Element	Points
COST		20 points
TECHNICAL BID		180 points Total
Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s) (Exhibit A)		170 points Total
Category:	Element:	
Importance to Community	Alignment with Horizon 2 / ToRCH priorities	50 points
Importance to Community	Regional and Community Impact	20 points
Importance to Community	Severity of Infrastructure or Access Gap	35 points
Sustainability	Long-Term Sustainability	25 points
Readiness and Project Planning	Investment Readiness	15 points
Readiness and Project Planning	Project Design and Outreach to Communities	15 points
Sources of Funding	Funding Commitments and Matching Capacity	5 points
Sources of Funding	Budget Reasonableness and Cost Effectiveness	5 points
Exhibit B: Technical Bid - Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s)		10 points Total
	Vendor's Past Performance Experience and Overall Relevant Vendor Experience with a Horizon 2 Project(s)	10 points
TOTAL		200 points

6.4.3 Details on the rating and scoring of the Technical Bid can be found on Attachment A.

6.4.4 In the event only one bid is received, the Department reserves the right to review the bid to determine if the vendor is responsive, responsible, and reliable. Such determination shall be based upon information submitted in the Technical Bid.

6.5 **Evaluation of Cost:**

6.5.1 The vendor must provide a budget and cost information for their proposed Horizon 2 project on Exhibit D: Contractor's Budget, and Budget Narrative.

6.5.2 The cost evaluation shall be based on a total project cost determined using the dollar amount stated on Exhibit D: Contractor's Budget, and Budget Narrative for the original contract period.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation points (20)} = \text{Assigned Cost Points}$$

6.6 **Evaluation of Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s):**

- 6.6.1 Evaluation of the vendor's Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s).
- 6.6.2 The Technical Bid should detail and demonstrate the method or manner in which the vendor proposes to satisfy the requirements of the IFB, using the format on Exhibit A.
- 6.6.3 The language used by the vendor in their proposal should be straightforward and limited to facts, solutions to problems, and plans of action.
- 6.6.4 The vendor's Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s) will be rated using the adjectival rating system as defined in Tables 1, 3, 5, 7, 9, 11, 13, and 15 of Attachment A. Details on the rating and scoring of Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s) can be found in Tables 2, 4, 6, 8, 10, 12, 14, and 16 of Attachment A.
- 6.6.5 Vendors submitting a consolidated proposal containing multiple projects are advised that the inclusion of lower-priority, poorly justified, or ineligible projects may negatively impact the overall Technical Bid score of the consolidated proposal.

6.7 **Project Impact Narrative:**

- 6.7.1 The vendor should provide detailed information on the vendor's Project Impact Narrative on Exhibit A-1. Exhibit A-1 is a supplementary questionnaire Exhibit to Exhibit A, and the information from Exhibit A-1 will be used in the evaluation of the Alignment with Horizon 2 / ToRCH Priorities section of Exhibit A.

6.8 **Team Qualifications / Organizational Staffing Capacity for the Contractor's Proposed Horizon 2 Project:**

- 6.8.1 The vendor should provide detailed information on the vendor's Team Qualifications / Organizational Staffing Capacity for the Contractor's Proposed Horizon 2 Project on Exhibit A-2. Exhibit A-2 is a supplementary questionnaire Exhibit to Exhibit A, and the information from Exhibit A-2 will be used in the evaluation of long term sustainability section of Exhibit A.

6.9 **Evaluation of a Vendor's Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s):**

- 6.9.1 Evaluation of the vendor's Exhibit B: Technical Bid - Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s).
- 6.9.2 The Technical Bid should detail and demonstrate the method or manner in which the vendor proposes to satisfy the requirements of the IFB, using the format on Exhibit B. The Technical Bid should provide the vendor's past performance experience with a Horizon 2 Project(s), as well as, overall relevant experience with a Project(s) similar or same in the scope to an Horizon 2 project(s).
- 6.9.3 The vendor's Exhibit B: Technical Bid – Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s) will be rated using the adjectival rating system as defined in Table 17 of Attachment A. Details on the rating and scoring of the Past Performance can be found in Table 18 of Attachment A.

6.10 **Award Process:**

- 6.10.1 The Department anticipates awarding contracts to qualified, responsive vendors based on a lowest and best determination. The Department reserves the right to consider other information and facts regarding the vendor in determining if an award of contract is in the best interest of the Department. The Department reserves the right to reject any proposal for any reason.
 - a. The Department's priority is to award contracts to rural hospitals in Missouri.
 - b. The Department's next priority is to award contracts to the next highest ranked proposal(s).

- c. Additional priority consideration may be given to the following factors:
 - 1) Funding available to the Department and the amount necessary to achieve the intended program outcomes for this contract.
 - 2) Geographic distribution of awards to ensure statewide impact, and an overall balance of projects needed to stabilize rural healthcare infrastructure statewide. However, this will not be a sole reason to not fund a facility if all need-based criteria is scored highly.

6.10.2 The maximum requested award amount by the vendor shall not exceed \$5,000,000.00.

6.10.3 The Department may award multiple contracts to qualified, responsive vendors until the appropriated funds are exhausted.

6.10.4 The Department reserves the right to make partial awards. In the event a vendor proposes multiple distinct projects within a single consolidated proposal, the Department may, at its sole discretion, award funding only for specific projects while declining to fund other projects within the same proposal. Any partial award will be based on the project's individual evaluation score, its demonstrated severity of need, and the availability of program funds.

- a. As part of a partial award, the Department retains the authority to exclude specific costs or budget item(s) proposed by the vendor. If the evaluation committee or the Department determines that certain proposed budget item(s) are ineligible, cost-prohibitive, or not recommended for award, the Department may strike those items from the proposal and issue a contract award based solely on the remaining balance of the approved budget for any project proposed under the vendor's single proposal.

6.10.5 Final award determination, including award amounts, will be made in accordance with the requirements of the IFB, and at the discretion of the Department and are final.

6.10.6 This contract and the release of Year 2 federal funding are contingent upon Department and CMS approval. While the Department may issue an initial Notice of Award pending this approval, the contractor shall not proceed until CMS grants approval, federal funds are released, and the Department issues a formal notification to proceed. Upon CMS approval, an amendment will be issued to specify the contract amount. The Department reserves the right to adjust the final award based on the approved CMS Year 2 Budget, and the award will be rescinded entirely if CMS approval is denied.

6.10.7 The Department will only award a contract resulting from this IFB, in writing.

EXHIBIT A
TECHNICAL BID

Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(s)

Directions for Vendor: The vendor should present a written plan for performing the requirements as outlined herein. The Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Renovation Project should be no longer than **25 pages**. Standard fonts, 11 point or above, should be used. ***If the vendor is proposing multiple renovation projects within a consolidated single bid, the vendor must clearly delineate this for each distinct project(s).***

Importance to Community

- 1) **Alignment with Horizon 2 / ToRCH Priorities** - The vendor should describe the extent to which their proposed project is aligned to Horizon 2 / ToRCH priorities, including addressing the following:
 - a. Extent to which the project supports one or more of the three Horizon 2 priority service lines and stated program goals. Projects should clearly identify the priority service line addressed, the specific community need, the target population, and how the project improves long-term service sustainability, regional access, or continuity of care. Strong bid proposals should present a credible case that the project advances Horizon 2 priorities rather than only supporting general organizational needs. Strong bid proposals should also present a credible case that project impact ties to future alternative payment models, which will aim to reward prevention, care coordination, and local accountability – ensuring lasting financial and operational sustainability across Missouri's rural health system.
 - b. The vendor should complete Exhibit A-1 "Project Impact Narrative", which is a supplementary questionnaire relating to this section of Exhibit A. The information from Exhibit A-1 will be used in the evaluation of this section of Exhibit A.
- 2) **Regional and Community Impact** - The vendor should describe the extent to which their proposed project is aligned to Horizon 2 / ToRCH priorities, including addressing the following:
 - a. Degree of expected benefit beyond the vendor's immediate site or organization, including multi-county reach, Hub/RCN alignment, coordination with other providers, and broader improvements in access, care coordination, utilization, patient outcomes, or system efficiency. Stronger scores should be awarded to projects demonstrating measurable benefits across multiple organizations, counties, or service lines rather than benefits confined to a single facility.
 - b. Economic Impact to Missouri – The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- 3) **Severity of Infrastructure or Access Gap** - The vendor should describe the extent to which their proposed project is aligned to Horizon 2 / ToRCH priorities, including addressing the following:
 - a. Degree to which the project addresses a documented infrastructure deficiency or access gap, such as aging facilities, OB deserts, limited specialty access, behavioral health capacity constraints, geographic isolation, workforce shortages, referral bottlenecks, or service discontinuity risk. A vendor should quantify the current need by describing their existing catchment area and projected catchment area after project completion, using metrics such as counties served, population, patient volume, travel distance or time, wait times, referral leakage, or other relevant access measures. Projects that demonstrate larger measurable improvements in these metrics should score higher than those showing only modest or localized improvements.

Sustainability

- 1) **Long-Term Sustainability** - The degree to which the vendor's proposed project improves their ability to sustain operations and maintain services over time, including addressing the following:
 - a. Financial and operational viability after RHTP funding ends, including service-line durability, ongoing revenue or funding strategy, regional partnerships, governance model, staffing model, and operational ownership. A vendor should identify current staffing levels, vacancies, proposed new or expanded roles, anticipated recruitment or training needs, and how staffing will be maintained beyond the grant period. Strong responses should show that the service can continue without relying indefinitely on one-time grant funding.
 - b. The vendor should complete Exhibit A-2 "Team Qualifications / Organizational Staffing Capacity for the Contractor's Proposed Horizon 2 Project", which is a supplementary questionnaire relating to this section of Exhibit A. The information from Exhibit A-2 will be used in the evaluation of this section of Exhibit A.

Readiness and Project Planning

- 1) **Investment Readiness** - The likelihood that the vendor's proposed project will successfully complete the proposed project within a reasonable timeframe, including addressing the following:
 - a. Status of implementation readiness, including project planning, permitting and design progress, environmental or regulatory approvals (if applicable), procurement strategy, vendor identification, technology readiness, leadership alignment, implementation timeline, operational capacity, project governance, key dependencies, and risk mitigation. Higher-scoring projects should demonstrate that major prerequisites have been completed or are well underway, with a realistic timeline and minimal barriers to project execution.
- 2) **Project Design and Outreach to Communities** - The likelihood that the vendor's proposed project will successfully complete the proposed project within a reasonable timeframe, including addressing the following:
 - a. Strength of project planning and execution approach, including clear scope, implementation sequencing, roles and responsibilities, community engagement, communications, and outreach strategies to drive awareness, utilization, and adoption of new or expanded services. A vendor should explain how patients, community partners, referring providers, and underserved populations will learn about and use the service. Strong bid proposals should show how outreach is tailored to the populations, languages, cultures, and geographies served.

Sources of Funding

- 1) **Funding Commitments and Matching Capacity** - The likelihood that the vendor's proposed project will successfully complete the proposed project within a reasonable timeframe, including addressing the following:
 - a. Evidence that required matching is available or credibly committed, including the required 25% match or documentation supporting a financial hardship waiver. A vendor should identify funding source, amount, status, timing, and any restrictions or contingencies. A vendor should also attest whether they previously received RHTP funding and identify the type, amount, purpose, and status of prior funding received, so reviewers can assess both funding leverage and prior award history.
- 2) **Budget Reasonableness and Cost Effectiveness** - The likelihood that the vendor's proposed project will successfully complete the proposed project within a reasonable timeframe, including addressing the following:
 - a. Degree to which the budget is detailed, line-itemed, and aligned with the project scope, schedule, staffing model, and expected outputs. Costs should be supported by estimates, quotes, staffing assumptions, historical costs, or comparable benchmarks. Strong budgets should distinguish one-time capital or start-up costs from recurring operating costs and demonstrate that requested funds are proportionate to expected access, quality, sustainability, service-line, or regional impact;

- b. Detailed, line-item budget aligned to project scope; costs are well-supported by estimates or quotes;
- c. Project expenditures are clearly tied to Horizon 2 safety objectives and purpose;
- d. The appropriateness of cost estimates and supporting documentation; and
- e. The extent to which the project represents a prudent use of public funds relative to the risks addressed.

EXHIBIT A-1

PROJECT IMPACT NARRATIVE

Directions to Vendor: The vendor should provide detailed information on the vendor's Project Impact Narrative on Exhibit A-1. This exhibit should be no longer than **10 pages**. Standard fonts, 11 point or above, should be used. Exhibit A-1 is a supplementary questionnaire Exhibit to Exhibit A, and the information from Exhibit A-1 will be used in the evaluation of the Alignment to ToRCH Care goals section of Exhibit A. For priority area below, as relevant, describe how your proposed project intends to support that outcome in rural Missouri communities. You do not need to address all four areas — focus on the priority area(s) directly relevant to your proposed project. Responses should be specific to your proposed scope, target population, and implementation approach.

Priority Outcome	How Your Project Will Support This Outcome
Improving access to maternal health services	
Decreasing emergency department (ED) utilization	
Increasing access to primary care for chronic disease management	
Supporting future alternative payment models	

For each priority outcome proposed project addresses, contractor should describe: (1) the specific problem or gap in service area; (2) the intervention or technology proposed project will deploy; (3) the target population and estimated reach; and (4) how project will measure success.

EXHIBIT A-2

TEAM QUALIFICATIONS / ORGANIZATIONAL STAFFING CAPACITY FOR A CONTRACTOR'S PROPOSED HORIZON 2 PROJECT

Directions to Vendor: The vendor should provide detailed information below on the vendor's Team Qualifications / Organizational Staffing Capacity for the Contractor's Proposed Horizon 2 Project on Exhibit A-2. This exhibit should be no longer than **10 pages**. Standard fonts, 11 point or above, should be used. Exhibit A-2 is a supplementary questionnaire Exhibit to Exhibit A, and the information from Exhibit A-2 will be used in the evaluation of long term sustainability section of Exhibit A. The vendor should complete the tables below using your organization's current staffing levels as of the proposal submission date. If the proposed project includes new positions to be covered by the vendor identify those positions separately. All staffing information should reflect personnel available to support the proposed Horizon 2 project.

Table 1. Current Staffing Capacity

Staff Category (examples)	Current Headcount	Current FTE	Average Caseload/Workload per Staff Member (examples)	Current Capacity Available for Proposed Horizon 2 Program Duties (%)
Registered Nurses			Average home visits/day: ____	
Nurse			Average patient	
Practitioners/Physicians			encounters/day: ____	
Care Coordinators/Case Managers			Average active caseload: ____	
Social Workers			Average active caseload: ____	
Community Health Workers			Average client contacts/day: ____	
Program Management			Number of projects currently managed: ____	
Data/Evaluation Staff			Average reports/projects supported: ____	
Administrative Support			Staff supported: ____	

Table 2. Proposed Future Positions to be covered by the Vendor

Position	New or Existing Position	FTE Requested	Expected Hire Date	Primary Project Function	Required Before Project Launch? (Y/N)
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Table 3. Clinical Throughput (Complete only for applicable clinical services)

Service Type	Current Average Patients/Visits per Day	Average Visit Length (minutes)	Current Annual Volume
Home visits			
Clinic visits			
Telehealth visits			
Other (specify)			

Table 4. Operational Capacity

Measure	Current Value
Total clinical FTE	
Total operational/administrative FTE	
Current vacancy rate (%)	
Average time to fill clinical vacancies (days)	
Average time to fill operational vacancies (days)	

Table 5. Clinical Capacity Ratios

A vendor should provide current clinical and operational staffing ratios that demonstrate organizational capacity to implement the proposed project. A vendor should report, as applicable:

Staffing Capacity Measure	Current Value (as applicable)	Projected Value with Grant-Funded Staff (if applicable)
RN-to-patient ratio		
Care coordinator-to-patient ratio		
Provider-to-support staff ratio		
Supervisor-to-direct staff ratio		
Average patient visits per clinician per day		
Average active patient panel/caseload per RN		
Average active patient panel/caseload per care coordinator		
Average active patient panel/caseload per provider		
Other staffing ratio(s) relevant to the proposed project (specify)		

**EXHIBIT B: TECHNICAL BID - PAST PERFORMANCE EXPERIENCE AND OVERALL RELEVANT EXPERIENCE
WITH A HORIZON 2 PROJECT(S)**

- 1) The vendor should provide a brief company history and nature of the business, including the founding date and number of years in business as currently structured, type of projects completed, etc. If the company has a website, provide the address.
- 2) The vendor should describe the vendor's overall relevant knowledge of and experience in projects similar in scope to the Horizon 2 project, as outlined in the IFB, and seen below.
- 3) The vendor should describe a past example(s) of projects and how those were successfully managed (e.g., specific contact information (name, email, phone number) of person(s) who can verify project/serve as a reference). If the vendor does not have a past example, respond to how the vendor will successfully manage the proposed renovation project.

Directions to Vendor: The vendor should provide the overall relevant vendor experience, as related to the requirements outlined herein. This exhibit should be no longer than **10 pages**. Standard fonts, 11 point or above, should be used.

Vendor's Past Performance Experience and Overall Relevant Vendor Experience with a H2 Project(s) (succinctly identify experience in each of the qualification areas identified below)	
Experience as a facility completing a renovation project, similar or the same to the requirements of this IFB.	
Experience with providing matching contributions under a state or federal grant or contract.	
Experience working with the Transformation of Rural Community Health Care - Missouri's rural health transformation model, the network of healthcare Hubs across Missouri.	

EXHIBIT C
CONTRACTOR INFORMATION

This exhibit should be no longer than 10 pages. Standard fonts, 11 point or above, should be used.

Section 1 – Contractor Information & Key Contacts

1.1 Legal Entity, Hospital, and Service Area Information	
Legal name of organization	Contractor name (if different from legal entity name)
Any ID to include for legal or registration purpose	Physical address of facility/site(s) (if different from legal entity)
Counties / zip codes served (beyond legal entity address)	Contractor license number(s) (if different from legal entity)
Facility type (indicate below) ☐ Hospitals ☐ Federally Qualified Health Center (FQHC) ☐ Rural Health Clinic (RHC) ☐ Certified Community Behavioral Health Clinic (CCBHC) ☐ Birthing Center ☐ Primary Care Center ☐ Urgent Care Center ☐ Behavioral Health Clinic (BHC) ☐ Certified Community Mental Health Centers ☐ Other access-to-care partners that can demonstrate a clear role in expanding rural access to healthcare (please specify) ☐ Hospital-affiliated or health center-affiliated entities ☐ Public, nonprofit, or qualifying private hospitals and health centers	Ownership structure (public / nonprofit / independent/health-system affiliated/ other)
Number of licensed beds (current)	Number of annual emergency department visits
Number of annual outpatient admissions	Number of annual inpatient admissions
Percent Medicaid / Medicare / Uninsured	<i>If you are a hospital, are you subject to the Davis-Bacon Act (DBA)?</i>
<i>If you are a hospital, are you going to pay Prevailing Wage for your strategic minor renovation project(s)?</i>	<i>(Intentionally left blank)</i>
1.2 Key contacts	
Authorized Official: Name Title	Fiscal Officer: Name Title

Email	Email
Phone	Phone
Project Manager: Name Title Email Phone	<i>(Intentionally left blank)</i>

Section 2 – Project Description & Scope

2.1 Maternal Health Horizon 2 Project Type (select all that apply)
☐ Repurpose exam rooms for prenatal and maternal-fetal specialty visits ☐ Renovate underutilized space for prenatal care clinics ☐ Reconfigure existing OB/L&D space to improve patient flow and care capacity ☐ Fetal monitoring upgrades/additional monitors ☐ Ultrasound modernization within existing OB units ☐ Telehealth-enabled prenatal diagnostic equipment ☐ Renovation of tele-consult rooms for maternal-fetal medicine consultations ☐ Hybrid prenatal care hubs with virtual connectivity infrastructure ☐ Dedicated provider workspaces for virtual OB specialist access ☐ Postpartum care coordination programs/spaces within clinics ☐ Maternal resource and navigation centers co-located within existing facilities ☐ Family support and education spaces for high-risk mothers ☐ Others (describe)
2.2 Behavioral Health Horizon 2 Project Type (select all that apply)
☐ Repurpose existing ER or adjacent space for behavioral health assessment and support ☐ Convert underused space into a navigation room with care team workstations for frequent ER users ☐ Expand crisis stabilization or observation space within existing facilities ☐ Electronic screening and measurement-based care tools ☐ Safety/security upgrades for behavioral health treatment areas ☐ Telepsychiatry carts and behavioral health consultation technology ☐ Equip existing rooms for virtual behavioral health consults in ERs, CCBHCs, or primary care clinics ☐ Dedicated tele-psychiatry suites within existing facilities ☐ Virtual group therapy or peer support spaces ☐ Navigation spaces for frequent ER users with behavioral health and social service referrals ☐ Space to redirect low-acuity patients to same-day primary or outpatient care ☐ Integrated primary care and behavioral health coordination hubs ☐ Others (describe)
2.3 Diagnostics, Outpatient Care, and Chronic Disease Management Horizon 2 Project Type (select all that apply)
☐ Convert unused space into outpatient or primary care exam rooms (e.g., specialty clinics)

- ☐ Reconfigure existing clinic layouts to improve patient throughput for primary care and outpatient visits
- ☐ Repurpose clinic space into chronic disease management or multidisciplinary care rooms
- ☐ Imaging upgrades (CT, X-ray, ultrasound) within existing facilities
- ☐ Primary care exam room equipment upgrades
- ☐ Point-of-care diagnostic equipment and patient monitoring technology for chronic disease management
- ☐ Digital intake and virtual triage infrastructure for outpatient and primary care access
- ☐ Virtual specialty consultation rooms linked to diagnostic services
- ☐ Hybrid chronic disease management rooms supporting virtual follow-up and remote patient monitoring
- ☐ Referral coordination space for patients needing follow-up after diagnostics or outpatient visits
- ☐ Follow-up support space to help patients complete overdue labs, imaging, screenings, and referrals
- ☐ Chronic disease management and patient self-management education centers within existing clinics
- ☐ Others (describe)

2.4 Detailed Scope of Work

Describe and include rationale for scope of work. Information to share may include:

- What will be renovated / installed
- Square footage that will be impacted
- Equipment to be purchased or replaced
- Others, as relevant

Note: If submitting multiple projects, the vendor should provide a separated scope of work for each distinct project.

2.5 Anticipated procurement method

Contractors identified, availability of contractors, or professional services needed. The vendor should indicate their anticipated procurement method(s), examples include (non-exhaustive):

- ☐ Competitive bid
- ☐ RFP / RFQ
- ☐ Existing contract or Memorandum of Understanding(s)/Agreement(s)
- ☐ Other – please indicate:

EXHIBIT D
BUDGET & BUDGET NARRATIVE

Pursuant to Section 3 of the contract, the contractor's Exhibit D – Contractor Budget and Budget Narrative, approved by the Department, must contain only line items requested for reimbursement that will be funded under the project awarded through this contract (e.g. an Department approved Horizon 2 project(s)). Funds awarded to the contractor shall be used solely for costs directly related to funds under this contract. This exhibit should be no longer than 10 pages. Standard fonts, 11 point or above, should be used.

1.1 Budget summary table (All fields required; enter \$0 if not applicable)		
Budget Category	Amount (\$)	Expected Match amount (\$)
Contractual		
Other		
TOTAL PROJECT COST		

1.2 Budget Narrative (All fields required; enter \$0 if not applicable). If the proposal includes multiple distinct renovation projects, the vendor's Budget and Budget Narrative must be broken down by project, clearly attributing specific personnel, materials, and subcontractor fees to their respective project.			
Budget Cost Category (not-exhaustive)	Description [Content in parenthesis are examples, please use discretion to give detailed responses]	Total Amount (\$)	Match Amount (\$)
Personnel	[Description of key staff involved, their role in the project, and time commitment]	\$[]	
Administrative Expenses	[Admin and other indirect costs as needed to carry out implementation of work – these will be no more than 7.5% of total costs, as per adherence to CMS guidelines]	\$[]	
Permits/Inspections	[Direct costs related to getting approvals, applying for permits with district/city/county]	\$[]	
Sub-contractor /Vendor Fees	[Direct costs associated with sub-contractor related design/engineering, architecture and other fees]	\$[]	
	[Direct costs related to materials and equipment purchase to complete the work]	\$[]	
	[Direct costs related to labor, installation and other related costs]	\$[]	
	[Other sub-contractor, vendor direct costs and justification as necessary]	\$[]	
Equipment	[List of equipment purchases and justification as part of the project scope of work] 1. \$[] 2. \$[] 3. \$[] 4. \$[]		
Other direct costs	[Any miscellaneous or other cost categories not mentioned here, e.g., debris removal/cleanup]	\$[]	

1.3 Match:

The contractor shall describe (below) how the 25% Match requirement will be met (Department funding will be 75%), pursuant to Section 3.5 of the contract, and using the framework below.

Sources (non-exhaustive)	Match Amount (\$)	Total Amount requested (\$)
Hospital Funds		
Federal / Other State		
Philanthropy		
Other		

Pursuant to Section 3.5 of the contract, the contractor should submit all additional documentation related to the waiver request attached to the contractor's proposal, as a part of this Exhibit (Exhibit D – Contractor Budget and Budget Narrative).

ATTACHMENT A - EVALUATION CRITERIA FOR TECHNICAL BID

As explained in Section 6, bids will be evaluated using the weighting of factors found in that section.

Scoring of Exhibit A: Technical Bid - Proposed Methodology, Approach, and Work Plan for Contractor's Proposed Horizon 2 Project

TABLE 1 - Alignment with Horizon 2 / ToRCH Priorities	
Rating	Definition
Distinctive	Bid has strong alignment with a prioritized service line, documented community need, and clear path to sustainability, access improvement, and long-term value (e.g., establishes a regional behavioral health hub in a documented provider shortage area with a sustainable reimbursement model). Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach
Superior	Bid has clear alignment with a prioritized service line and community need, with a case for sustainability or access improvement (e.g., expands maternal health services in a county with limited access and a viable operating plan). Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach
Satisfactory	Bid has basic alignment with a prioritized service line; identifies a community need with limited detail (e.g., proposes diagnostic equipment upgrades but provides limited evidence of long-term impact). Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach
Marginal	Bid has weak alignment with a prioritized service line with unclear community need (e.g., proposes a service expansion without demonstrating demand or connection to Horizon 2 priorities). Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid does not clearly align with a prioritized service line or show community need, sustainability, access, or value (e.g., facility improvements unrelated to priority service lines or access challenges). Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 2:

TABLE 2					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Alignment with Horizon 2 / ToRCH priorities	50	40	30	20	10

TABLE 3- Regional and Community Impact	
Rating	Definition
Distinctive	Bid demonstrates multi-county or regional impact, with substantial improvements in access and/or patient outcomes for underserved populations. Creates measurable benefits across three or more service lines or care settings, generating system-wide value beyond the primary project. Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid demonstrates county-wide or multi-provider impact, with clear improvements in access, care coordination, or outcomes. Creates measurable benefits across at least two service lines or care settings beyond the primary project. Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.
Satisfactory	Bid demonstrates provider- or community-level impact, with moderate improvements in access, care coordination, or outcomes. Includes limited integration or referral linkages with one additional service line or care setting. Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid demonstrates limited impact beyond a single facility, department, or patient population, with minimal expected improvements in access or outcomes. Benefits are largely confined to one service line. Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid demonstrates minimal community benefit, with little or no expected improvement in access, care coordination, or outcomes. No meaningful integration or benefits beyond the vendor organization or project scope. Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 4:

TABLE 4					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Regional and Community Impact	20	16	12	8	4

TABLE 5 - Severity of Infrastructure or Access Gap	
Rating	Definition
Distinctive	Bid addresses severe, well-documented infrastructure or access gaps with supporting evidence and quantified baseline metrics (e.g., catchment area, wait times, travel distance, provider shortages). Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid addresses significant infrastructure or service limitations with documented baseline need and measurable projected improvements in

	access, capacity, or catchment area. Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.
Satisfactory	Bid addresses moderate infrastructure or access needs with some supporting evidence and reasonable expected improvements in service capacity or access. Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid provides limited or weakly supported needs with minimal evidence of baseline gaps or measurable improvement in access metrics. Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid proposed need is unclear, unsupported, or not linked to documented access gaps or measurable improvements (e.g., investment reflects preference rather than a demonstrated need). Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 6:

TABLE 6					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Severity of Infrastructure or Access Gap	35	28	21	14	7

TABLE 7 - Long-Term Sustainability	
Rating	Definition
Distinctive	Bid demonstrates strong long-term financial and operational viability with a clear sustainability plan, committed partners, durable reimbursement or funding mechanisms, and a multi-year staffing plan identifying current staffing, proposed additions, and ongoing funding. Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid demonstrates a credible financial and operational sustainability plan with committed partners, identified funding sources, and a realistic staffing plan to support ongoing services. Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.
Satisfactory	Bid provides a reasonable sustainability plan, but long-term financial, operational, or staffing viability remains uncertain. Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid provides limited sustainability planning. Ongoing funding or staffing depends on assumptions with significant uncertainty about maintaining services after RHTP funding. Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.

Unsatisfactory	Bid provides minimal evidence of long-term sustainability. No viable operational, financial, or staffing plan to maintain services after RHTP funding ends. Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.
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The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project(Exhibit A) will have the point values as shown in Table 8:

TABLE 8					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Long-Term Sustainability	25	20	15	10	5

TABLE 9 - Investment Readiness	
Rating	Definition
Distinctive	Bid proposed project is implementation-ready with defined scope, identified vendors/partners, workforce capacity, and realistic timeline (e.g., permits underway, vendor identified, staffing plan completed, project can begin within 6 months). Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid demonstrates a strong implementation readiness with only minor gaps remaining (e.g., project scope and timeline finalized, workforce model defined, but one pending contract or approval). Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.
Satisfactory	Bid demonstrates reasonable readiness with some elements still under development (e.g., concept defined but staffing, procurement, or implementation planning still being finalized). Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid demonstrates notable readiness gaps that may delay implementation (e.g., key partners, approvals, workforce plans, or operational plans have not been secured). Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid does not reflect sufficient planning, operational readiness, or workforce viability (e.g., undefined timeline, staffing, budget, or implementation approach). Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 10:

TABLE 10					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Investment Readiness	15	12	9	6	3

TABLE 11 - Project Design and Outreach to Communities	
Rating	Definition
Distinctive	Bid has fully developed project plan with defined scope, milestones, and implementation approach (e.g., detailed workplan, project schedule, capital plan, and performance measures are documented). Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid has well-developed project plan with minor outstanding details (e.g., project roadmap is largely complete with limited remaining design decisions). Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.
Satisfactory	Reasonable plan with adequate detail (e.g., identified major activities and milestones, but implementation details remain incomplete). Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid planning approach lacks specificity or sequencing clarity (e.g., clear project goals, but milestones or timelines are not well defined). Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid has limited evidence of project planning or implementation structure (e.g., proposal lacks a clear roadmap or approach). Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 12:

TABLE 12					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Project Design and Outreach to Communities	15	12	9	6	3

TABLE 13 - Funding Commitments and Matching Capacity	
Rating	Definition
Distinctive	Bid accurately attests to prior RHTP funding status and provides strong documentation showing match funds are committed and available, or provides a well-supported waiver request with clear financial evidence. Bid exceeds the requirements in a way that promises significant benefits to the government; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid accurately attests to prior RHTP funding status and provides adequate documentation showing match fund readiness, or provides a reasonable waiver rationale supported by financial information. Bid meets all requirements; bid offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach.

Satisfactory	Bid accurately attests to prior RHTP funding status and provides partial evidence of matching fund readiness or waiver need, though some documentation or detail may require follow-up. Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach.
Marginal	Bid has attests to prior RHTP funding status but provides limited documentation of matching fund readiness or waiver need; financial rationale is incomplete or unclear. Bid has one or more significant weaknesses and bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid does not clearly attest to prior RHTP funding status and/or does not provide sufficient documentation to demonstrate matching fund readiness or justify the need for a waiver. Bid has several significant weaknesses and bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 14:

TABLE 14					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Funding Commitments and Matching Capacity	5	4	3	2	1

TABLE 15 - Budget Reasonableness and Cost Effectiveness	
Rating	Definition
Distinctive	Bid has budget which is comprehensive, fully justified, and directly aligned with the project scope, timeline, and expected outcomes. Cost assumptions are well supported and demonstrate strong value for money. Bid exceeds the requirements in a way that promises significant benefits; bid presents innovative, and/or best-in-class solutions; high confidence in the proposed approach.
Superior	Bid has budget which is complete and reasonable, with clear justification for most costs and a strong linkage to project activities and expected outcomes. Minor gaps do not affect confidence in feasibility. Bid meets all requirements; bid offers some benefits beyond the stated requirements; and no material weaknesses.
Satisfactory	Bid has budget which is generally appropriate but contains some gaps in cost justification, assumptions, or linkage to project activities and outcomes. Overall feasibility remains acceptable. Bid meets all requirements; bid offers no significant benefits beyond the stated requirements; and no significant weaknesses exist.
Marginal	Bid has budget which has significant gaps or inconsistencies in cost estimates, justification, or alignment with the project scope. Cost-effectiveness is weak or insufficiently demonstrated. Bid provides limited details; significant weaknesses are correctable without major revisions to the bid; moderate confidence in the proposed approach.
Unsatisfactory	Bid has budget which is incomplete, unrealistic, or poorly supported. Costs are not adequately justified, are misaligned with the project scope,

	and do not demonstrate feasibility or value for money. Bid lacks detail and/or clarity, for which correction would require major revisions or redirection of the bid and/or bid solution; little or no confidence in the proposed approach.
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The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan for the Contractor's Proposed Horizon 2 Project (Exhibit A) will have the point values as shown in Table 16:

TABLE 16					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Budget Reasonableness and Cost Effectiveness	5	3	2	1	0

Scoring of Exhibit B: Technical Bid - Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s).

The state will assess the vendor's past performance experience with a Horizon 2 Project(s), as well as, overall relevant experience with a Project(s) similar or same in the scope to an Horizon 2 project(s) based upon the adjectival categories in Table 17:

TABLE 17 - Vendor's Past Performance Experience and Overall Relevant Experience	
Rating	Definition
Distinctive	Past performance was relevant and significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact.
Superior	Past performance was relevant and exceeded requirements on some dimensions.
Satisfactory	Past performance indicated past performance met minimum requirements.
Marginal	Past performance met requirements, but lacked significant relevant experience.
Unsatisfactory	Past performance is not relevant to the requirements in the IFB.

The adjectival rating for each **Exhibit B: Technical Bid - Past Performance Experience and Overall Relevant Experience with a Horizon 2 Project(s)** will have a point value as shown in Table 18:

TABLE 18					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Vendor's Past Performance Experience and Overall Relevant Experience	10	8	6	4	2

NOTE: In the event the vendor fails to respond to any of the evaluation elements identified in Evaluation and Award Process Section, the vendor may receive an "Unsatisfactory" rating for the corresponding element.

EXHIBIT 1 - BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Office of Administration, Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term **"business entity"** shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term **"business entity"** shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term **"business entity"** shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; **OR**
☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☐- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- ☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;
- AND
- ☐- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1. continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri Department** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Company Name	_____ Unique Entity ID (UEI) #
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
_____ Authorized Representative's Signature	_____ Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

_____ Buyer	_____ Date
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EXHIBIT 3: MISCELLANEOUS INFORMATION

Executive Order 04-09: If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No ____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes ____	No ____
If YES, mark the appropriate exemption below, and provide the requested details: ____ 1. Unique good or service. • EXPLAIN: _____ ____ 2. Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ ____ 3. Economic cost factor exists • EXPLAIN: _____ ____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% • Specify what contract work would be performed outside the United States: _____		

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

EXHIBIT 3: Continued

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT 4: Registration of Business Name (if applicable) with the Missouri Secretary of State

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

EXHIBIT 5: ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a contractor that meets the definition of “Company” but has <u>less than ten employees.</u> |
| BOX C: | To be completed by a contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u> |

EXHIBIT 5: Continued**BOX A – NON-COMPANY ENTITY**

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date