

REQUEST FOR PROPOSAL NUMBER 3876-17

FROM: Missouri State University
Purchasing Office
901 South National Avenue
Springfield, MO 65897
Telephone: (417) 836-5260
Facsimile: (417) 836-6583

Date: July 16, 2007
Date and Time Returnable:
3:00 p.m., August 17, 2007
Buyer: Dave Yurchak
Telephone: (417) 836-5356
Page 1 of 13 plus the attached
Terms and Conditions

Dave Yurchak

TO: Patton Boggs LLP
Attn: Thomas C. Downs
2550 M Street NW
Washington, D.C. 20037

CONSULTING SERVICES

Contract Period: From January 1, 2008 through June 30, 2009

This document constitutes a request for competitive, sealed proposals from qualified offerors to provide consulting services as specified herein, in accordance with the requirements, terms and conditions of this Request for Proposal.

The offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Missouri State University, or when this document is countersigned by Missouri State University as a binding contract. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's proposal.

AUTHORIZED SIGNATURE <i>Thomas C. Downs</i>	PRINTED NAME Thomas C. Downs	TITLE Partner
COMPANY Patton Boggs LLP		DATE 8/15/07
MAILING ADDRESS 2550 M Street, NW		PHONE 202-457-6000
CITY Washington	STATE DC	ZIP CODE 20037
FOR UNIVERSITY USE ONLY: ACCEPTED BY MISSOURI STATE UNIVERSITY AS FOLLOWS: The proposal of Patton Boggs LLP dated 8/15/07 plus the attached letter dated October 11, 2007, from Thomas C Downs pursuant to the terms and conditions of RFP #3876-17.		CONTRACT NUMBER: C3876-1
BUYER <i>Dave Yurchak</i>	DATE 10-26-07	DIRECTOR <i>Quinn Wells</i>

ORIGINAL

**RESPONSE OF PATTON BOGGS LLP TO MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL NUMBER 3876-17; FOR CONSULTING SERVICES**

SUBMITTED TO: Missouri State University
Purchasing Office
901 South National Avenue
Springfield, MO 65897

SUBMITTED BY: Thomas C. Downs, Partner
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037
202-457-6000

August 15, 2007

August 15, 2007

Thomas C. Downs
(202) 457-5634
tdowns@pattonboggs.com

VIA FEDERAL EXPRESS

Mr. Dave Yurchak
Purchasing Office
Missouri State University
901 South National Avenue
Springfield, MO 65897

Re: Response of Patton Boggs LLP to Request for Proposal No. 3876-17

Dear Mr. Yurchak:

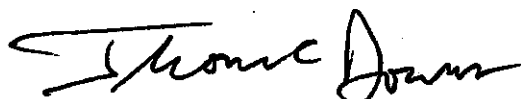
We are pleased to respond to Missouri State University's Request for Proposal No. 3876-17, for representation of the University in public policy matters in Washington, DC. We are enthusiastic about the prospect of working to promote Missouri State's strategic objectives.

Patton Boggs is widely regarded as the most experienced, successful and influential Washington firm in the public policy arena. We work diligently and creatively to help universities and other not-for-profit clients to obtain funding and other assistance for their priority programs. We would very much like to extend our professional services to Missouri State.

We believe you will find in the enclosed response that we have assembled a highly professional and experienced team to assist Missouri State in promoting its agenda at the federal level. Our professionals have extensive experience in the Congressional appropriations process and in representation of universities and not-for-profit clients.

We appreciate the opportunity to submit this response to the RFP. Should you have any questions or wish to discuss this proposal, please contact me at (202) 457-5634.

Sincerely,



Thomas C. Downs
for Patton Boggs LLP

Enclosures: Patton Boggs LLP's Response to RFP No. 3876-17 (one original and five copies)

TABLE OF CONTENTS

Preface.....	1
Part One - Introduction and General Information.....	2
1. Introduction.....	2
2. Purpose/Objective.....	2
3. Organization.....	2
4. General Information.....	2
5. Timetable	2
Part Two - Scope of Work	3
1. General Requirements.....	3
2. Specific Requirements	4
3. Confidentiality Requirements	8
4. Substitution of Personnel	9
5. Compliance with Laws	9
Part Three - General Contractual Requirements.....	10
1. Contract Period	10
2. Contract Prices	10
3. Contract Documents.....	10
4. Amendments to Contract	10
5. Contractor Liability.....	10
6. Indemnification	10
7. Insurance Requirements.....	10
8. Assignments.....	10

9.	Contractor Status.....	10
10.	Bankruptcy or Insolvency	11
11.	Waiver.....	11
12.	Communications and Notices	11
Part Four - Proposal Submission Information		12
1.	Offeror's Contacts.....	12
2.	Submission of Proposals	12
3.	Official Position.....	12
4.	Evaluation Process	12
5.	Proposal Organization.....	13
6.	Pricing Requirements.....	13
7.	Patton Boggs' Experience and Expertise.....	13
8.	Patton Boggs' Plan for Performing the Requirements of the RFP	36
9.	Additional Qualifications.....	37
Pricing Page		42

**RESPONSE OF PATTON BOGGS LLP TO MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL NUMBER 3876-17; FOR CONSULTING SERVICES**

Preface

Patton Boggs LLP ("Patton Boggs" or "the firm") proposes to provide federal government affairs consulting services for Missouri State University ("Missouri State" or "the University") in accordance with the requirements, terms and conditions of Request for Proposal No. 3876-17 ("RFP"). We are enthusiastic about the opportunity to assist Missouri State in seeking Congressional appropriations, legislative authorization, executive agency grants and contracts, and other government assistance to address your objectives. We believe that this response thoroughly addresses the objectives and requirements stated in the RFP.

Patton Boggs is particularly well qualified to represent Missouri State's interests and carry out its agenda at the federal level. The following are highlights of our strengths documented in this Proposal:

- Patton Boggs is regarded by politicians and political observers as the most experienced and influential firm in the public policy arena in Washington. We have experience dealing with virtually every legislative and executive branch office.
- We have established a successful track record of obtaining appropriations for universities.
- We have proposed a team of Patton Boggs' accomplished appropriations professionals extremely well qualified to represent Missouri State.
- We have other professionals available to assist the Missouri State team, including attorneys who have served at the highest levels in the executive branch and Congress.
- We have close ties with the Missouri Congressional delegation, in particular Representatives Roy Blunt and Jo Ann Emerson, and Senators Kit Bond and Claire McCaskill.
- We have a history of representing numerous Missouri-based clients.
- We have already given consideration to potential opportunities and strategies to represent Missouri State's interests in Washington.
- Patton Boggs' response to the RFP sets forth a detailed plan of action for Missouri State involving advocacy with an emphasis on obtaining appropriations and raising the University's profile in Washington.

We are excited about the prospect of working with your professionals over the long term, and having the opportunity to observe the positive outcomes of increased government funding and other assistance to Missouri State.

**PART ONE
INTRODUCTION AND GENERAL INFORMATION**

1. Introduction.

Patton Boggs understands and agrees with the introduction paragraph of the RFP.

2. Purpose/Objective.

Patton Boggs understands and agrees with the statement of purpose and objective of the RFP. The firm is confident that it can help Missouri State fulfill its principal purpose and objective.

3. Organization.

Patton Boggs understands and agrees with the organization of the RFP.

4. General Information.

Patton Boggs understands and appreciates Missouri State's description of its facilities and its mission.

5. Timetable.

Patton Boggs understands and appreciates receiving information about Missouri State's timetable for recommending an award under the RFP.

PART TWO SCOPE OF WORK

1. General Requirements.

Patton Boggs understands and agrees that it will provide consulting services to Missouri State in accordance with the requirements, terms and conditions of the RFP. The following presents our responses to the general requirements.

1.1 Patton Boggs' capability.

Patton Boggs is a law firm located in Washington, D.C. proposing to field a team of attorneys and professionals to work with Missouri State to promote its governmental affairs agenda. Our primary goal will be to obtain federal funding for Missouri State programs and initiatives. We will also develop legislative and executive branch measures to enhance opportunities in key areas of importance to the University.

Patton Boggs is a registered lobbyist for numerous colleges and universities, community colleges, not-for-profit ("NFP") institutions, municipalities, counties, state agencies, corporations, and trade associations. Patton Boggs' Public Policy practice has earned an unparalleled reputation for success. In June 2007, Chambers USA ranked Patton Boggs the number one firm in the country for government relations. *Roll Call* newspaper, *Influence Online* and other sources have ranked Patton Boggs as the number one lobbying firm in the nation in every recent annual survey. *Fortune* magazine has also ranked the firm among the most powerful lobbying firms in the nation. *Beachem's Guide to Key Lobbyists* has described us as "one of the powerhouse firms in the capital whose lawyer-lobbyists have contacts deep within both political parties -- and know-how to tap those contacts for maximum effect." Patton Boggs' national reputation for effectiveness has been widely written about, including feature articles in *The Wall Street Journal*, *Washington Post*, *Newsweek*, *Business Week* and other publications.

The firm has achieved substantial results for higher education and NFP organizations through Washington representation. We provide clients with direct access to decision makers at senior levels in the government. Our primary focus on behalf of universities and NFP institutions is in the appropriations arena. However, we also provide services in researching and analyzing agency policy developments and grant programs, and in accessing funds through agency accounts.

1.2 Patton Boggs' team approach.

Patton Boggs will provide governmental affairs services as a team effort, working closely with Missouri State's Office of Government Relations and Office of the President. This will allow us to draw on the strengths of each of our professionals. In Part Four, ¶7.5 below, the members of our team are identified. These professionals are experienced in the budget and appropriations processes.

One of the hallmarks of Patton Boggs' public policy practice is our entrepreneurial approach to problems and issues. We pride ourselves in finding creative solutions where others see obstacles. Both our culture and the firm's flexible practice group organization enable us to quickly mobilize the right team to ensure that the best level of service is available to our clients.

1.3 No representation of other Missouri public higher education entities.

We understand and agree that if engaged to represent Missouri State, Patton Boggs will not represent any other four-year public higher education institution without the prior consent and approval of the University.

1.4 This is not an exclusive arrangement.

We understand and agree that a contract with Missouri State will not be construed as an exclusive arrangement, and we agree that the University may secure identical and/or similar services from other sources at any time. Patton Boggs has experience in employing a collaborative approach in representation of higher education institutions and other clients. We are comfortable working with other Washington, D.C. firms when appropriate to serve Missouri State's interests.

2. Specific Requirements.

In accordance with the requirements, terms and conditions of the RFP, Patton Boggs proposes to satisfy each of the following specific requirements on behalf of Missouri State.

2.1 Patton Boggs will establish a strong Missouri State presence in Washington.

The firm proposes to assist in creating a strong Missouri State presence with the U.S. Congress and appropriate Executive Branch agencies. As a standard practice, we closely monitor and participate in activities of the U.S. Department of Education, Congressional offices involved in higher education matters, and other appropriate forums. We attend hearings of House and Senate committees with jurisdiction over higher education issues, as well as policy forums conducted by the Executive Branch and national organizations involved in these issues. We inform our clients of important policy and program developments, often before they are publicly announced.

We will ensure that requests for Congressional appropriations to help fund Missouri State's priority programs and objectives are presented to your Congressional representatives and the appropriations committees early in the appropriations process. We will engage in a sustained level of advocacy and communication with these offices throughout the appropriations cycle.

If awarded this contract, we would like to discuss with you the organization of an annual Missouri State "fly-in" to Washington to be scheduled early in the year (February, March or April). This would provide an opportunity to showcase Missouri State programs and initiatives for key decision makers, and arrange meetings for Missouri State officials with legislative and Executive Branch offices. In conjunction with the fly-in, we would recommend hosting a Missouri State reception on Capitol Hill to which federal officials would be invited. We believe that such an annual visit would raise the visibility of Missouri State nationally, and improve your prospects for obtaining funding.

We will provide Missouri State officials with timely information about developments in Washington on a day-to-day basis. In our role as your Washington representative and advocate, we will ensure that Missouri State is regarded as a significant stakeholder in policy and budget decision making.

2.2 Patton Boggs will develop and implement plans to secure support for and to obtain federal resources for the University's priority projects and programs.

We will work with you to plan and implement strategy to leverage federal support for Missouri State's priority programs. This would involve a thorough discussion about Missouri State's specific funding needs in connection with facilities, programming, special projects, and other areas.

We will also conduct a baseline analysis of Missouri State's academic and research programs, and match them with the myriad federal programs that might support or expand them. After we meet with you and closely define your priority goals, we will conduct a comprehensive review of programs within the areas for which you are seeking representation and funding. We will identify opportunities which would allow us to accomplish the goals identified. In our experience, an ongoing review of a client's areas of interest often turns up opportunities not contemplated at the outset.

Once Missouri State's funding priorities are agreed upon, our professionals will work throughout the year to advance multiple appropriations requests in coordination with Missouri State's Congressional delegation and other offices as appropriate. We will also encourage Missouri State's direct participation in our advocacy efforts, through letters supporting specific appropriations projects, and visits by Missouri State personnel with legislators and their staff. As indicated above in Part Two, ¶2.1, these efforts could be highlighted at an annual "fly-in."

2.3 Patton Boggs will seek to identify and assist in pursuing federal legislative goals to create additional opportunities for Missouri State to receive appropriated funds.

We monitor, analyze, identify and execute legislative and executive branch strategies to create new opportunities for clients. In some cases, an existing grant program may provide the right approach to Missouri State's needs. In other cases, line-item funding in an appropriations bill or an amendment to an authorization bill will accomplish what we are trying to achieve. In either case, we will work with Missouri State personnel to develop and implement appropriate strategy.

With the reauthorization of the Higher Education Act, we believe that Missouri State has an opportunity to influence the national debate over improving education. Our professionals hope to assist Missouri State as this and other legislative debates unfold on Capitol Hill.

The fact that Missouri State has developed partnerships with K-12 schools and promotes improvements in public education presents an opportunity to leverage additional funds for Missouri State initiatives. The No Child Left Behind Act of 2001 authorized several new programs, and Congress has increased appropriations for elementary and secondary education programs. We believe there are potential sources of funding for Missouri State's efforts to address the needs of other educational institutions in Missouri while advancing Missouri State's higher education programs.

We will also investigate the availability of federal block grant funding which passes through Missouri state agencies. We believe we will be able to identify substantial funds through such programs as HUD's Community Development Block Grants and HHS' Community Services Block Grants, among other sources of funds which are apportioned to the states on an annual basis. Working with Missouri State's Congressional delegation and federal agencies' headquarters staff, we will work to direct such block grant funding to fund Missouri State programs and initiatives.

- 2.4 Patton Boggs will meet with and brief Missouri State officials as needed to apprise them of the current status of Missouri State's federal objectives and to coordinate strategy.

A vital part of our responsibility is to report regularly on work for clients, and to solicit input from them on current efforts and future plans. We will meet with and brief University officials as often as needed to provide updates on our activities and plan strategy with you. In addition, our Washington offices are available for your use at any time, and we welcome your visits to the capital to meet with members of our team and federal officials.

We also expect to provide written and oral reports on all activities undertaken on Missouri State's behalf on a regular basis. This includes a summary of meetings attended, legislative and agency information of interest, and recommendations on next steps.

- 2.5 Patton Boggs will draft relevant documents to promote Missouri State's initiatives, including, but not limited to, letters, legislation and report language.

We routinely prepare necessary public policy related documents including Congressional briefing papers, model constituent letters, bill and report language, letters to administrative agencies, and other materials needed to advance our clients' objectives. We will, of course, rely on your background and input regarding Missouri State programs and objectives. As a rule, though, we recognize that time is limited, and do not expect Missouri State to prepare written materials for use in our advocacy efforts. We will prepare them in consultation with you.

We will also assist Congressional offices in preparation of correspondence and necessary forms and other documentation required at each critical stage of the appropriations process by the House and Senate appropriations committees.

- 2.6 Patton Boggs will review Missouri State's research and academic programs with the Director of Government Relations and other university officials to identify those that have the greatest potential for federal support.

At the outset, we will work with you to identify Missouri State's priority interests and needs for funding research and academic programs. We will provide our recommendations for the best prospects for funding through targeted appropriations and grants. We work closely with university clients and their Congressional delegation offices to address clients' most important priorities. At the same time, we make sure that we pursue funds in areas with the best opportunities for greater dollar amounts.

In many cases, we pursue funding through nontraditional appropriations accounts while we are seeking funding through traditional education-related accounts. When certain appropriations accounts become "oversubscribed" because of increased competition for funds among universities and other NFP institutions, we continually seek new areas for potential funding. Through this strategy, we are able to obtain line-item funding through numerous funding accounts in multiple appropriations bills.

2.7 Patton Boggs will arrange meetings for Missouri State officials with appropriate federal governmental officials.

We will arrange meetings for Missouri State officials with Legislative and Executive Branch officials who are in a position to advance Missouri State's priorities. In the Legislative Branch, this would include members and staff of the Missouri Congressional delegation, Congressional Leadership offices, House and Senate Appropriations Committees, House Education and Labor Committee, Senate Health, Education, Labor and Pensions Committee, and other Congressional offices as appropriate. In the Executive Branch, we will arrange meetings with officials of the U.S. Department of Education, U.S. Department of Agriculture, White House, and other agencies as appropriate.

2.8 Patton Boggs will visit Missouri State at least once annually annually.

Patton Boggs will be available to make at least one annual visit to Missouri State's campus in Springfield to confer with Missouri State officials.

2.9 Patton Boggs will provide strategic advice on trends in funding, especially research funding.

We closely follow programmatic and funding developments in federal agencies, including the Department of Education, Department of Defense, Department of State, National Science Foundation, National Institutes of Health, Department of Agriculture and other departments and agencies. By monitoring and anticipating agency plans, we often identify opportunities for academic institutions to be in an early position to become integral players in the implementation of new programs, and to receive funding from agencies. We assist in identifying competitive and discretionary grant programs as soon as they are announced (and sometimes in advance of agency announcements), including programs which Missouri State may not know exist.

There are many opportunities available to Missouri State for appropriations to fund research and other activities. Funding made available by Congress through appropriations each year to universities provides substantial and often less burdensome opportunities (as compared with competitive grant programs) to pursue new and innovative research and other projects and/or to support existing programs. Importantly, with the drive to improve homeland security, we are aware of important new opportunities to assist the government in responding to many difficult questions and problems. Significant dollars are slated to fund university-based research into biological warfare, homeland security systems and technology, biomedical research, and prevention and cure issues.

2.10 Patton Boggs will monitor legislative and regulatory developments of importance to Missouri State's agenda.

Patton Boggs will continually monitor and evaluate programs and opportunities in areas relating to Missouri State's agenda. In essence, we will act as your "eyes and ears" in Washington, and keep you informed of developments related to your objectives. On a day-to-day basis, we will:

- Monitor and analyze all aspects of the major authorization bills that have a bearing on your legislative objectives, such as reauthorization of the Higher Education Act.
- Review all activity that might affect Missouri State -- be it legislative, administrative or regulatory in nature -- and advise Missouri State on the appropriate action or inaction to be taken.
- Analyze each stage of budget and appropriations bills and their likely impact on Missouri State.
- Utilize our knowledge of the legislative process to seek appropriate changes (e.g., a line item in an appropriation bill, a competitive grant program or changes in a statutory funding formula) that achieve your legislative objectives.
- Assist you in developing a strategic plan for Missouri State's government relations program and match your priorities with specific legislative and executive branch opportunities.
- Identify available funding opportunities including appropriations, authorized programs, and competitive and discretionary grant programs, to support your legislative priorities.

2.11 Other services.

Patton Boggs will provide such other services as appropriate to achieve Missouri State's objectives. We believe strongly in being flexible so as to adapt to changing circumstances and priorities.

3. Confidentiality Requirements.

3.1 Handling of confidential documents.

Patton Boggs understands that all reports, documentation, and material we develop or acquire as a result of a direct requirement specified in the contract constitute the property of the University. No reports, documentation, or material prepared as required by the contract will be released to the public without the prior written consent of Missouri State.

3.2 Confidentiality of all data/information.

The firm understands that all data and information provided to our firm by Missouri State, and which our firm provides to Missouri State, must be kept strictly confidential. We agree and

understand that all discussions between our personnel and Missouri State, and all information we gain as a result of our performance under the contract, must be kept confidential.

4. Substitution of Personnel.

We do not expect to substitute other personnel for any member of our team for the Missouri State representation. In particular, the team leader and Missouri State's day-to-day contact, Patton Boggs partner Tom Downs, will not be replaced by another. However, Patton Boggs understands and agrees that in the event it becomes necessary to make a personnel substitution, the replacement individual must possess equal or greater qualifications than those specified for the personnel identified in this Proposal. We will seek to provide at least a two-week advance notification to the University in the event we must make a personnel substitution. We recognize that Missouri State has the right to accept the proposed substitute candidate or request resumes of other available consultants. We understand that Missouri State reserves the right to then accept or reject any of the consultants we offer.

5. Compliance with Laws.

Patton Boggs understands and agrees that it will ensure compliance with all applicable laws and regulations, specifically those regarding lobbying and reporting. Patton Boggs will complete and provide to appropriate offices all reports required in connection with our services. We will ensure that there is no discrimination of any person on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status or any other basis protected by University policy or law.

**PART THREE
GENERAL CONTRACTUAL REQUIREMENTS**

1. Contract Period.

Patton Boggs understands and agrees with the specified contract period and the option to renew the contract for up to four additional one-year periods or part thereof.

2. Contract Prices.

Patton Boggs understands and agrees with the statement regarding contract prices as stated in the contract.

3. Contract Documents.

Patton Boggs understands and agrees with the statement regarding contract documents.

4. Amendments to Contract.

Patton Boggs understands and agrees with the statement regarding amendments to contract.

5. Contractor Liability.

Patton Boggs understands and agrees with the statement regarding contractor liability.

6. Indemnification.

Patton Boggs understands and agrees with the statement regarding indemnification.

7. Insurance Requirements.

Patton Boggs understands and agrees with the paragraphs addressing insurance requirements. As required by RFP Part Three, ¶7.3, p. 7, Patton Boggs will furnish written evidence of insurance coverage before or upon award of the contract.

8. Assignments.

Patton Boggs understands and agrees with the statement regarding assignments.

9. Contractor Status.

Patton Boggs understands and agrees with the statement regarding contractor status.

10. Bankruptcy or Insolvency.

Patton Boggs understands and agrees with the statement regarding bankruptcy or insolvency.

11. Waiver.

Patton Boggs understands and agrees with the statement regarding waiver.

12. Communications and Notices.

Patton Boggs understands and agrees with the statement regarding communications and notices.

**PART FOUR
PROPOSAL SUBMISSION INFORMATION**

1. Offeror's Contacts.

Patton Boggs understands and agrees with the statement regarding offeror's contacts.

2. Submission of Proposals.

Patton Boggs understands and agrees with the statement regarding submission of proposals.

2.1 Copies of proposals.

Patton Boggs understands and agrees with the statement regarding copies of proposals. We are providing one (1) original Proposal and five (5) copies, as required.

2.2 Open records law.

Patton Boggs understands and agrees with the statement regarding the Open Records Law.

3. Official Position.

Patton Boggs understands and agrees with the statement regarding Missouri State's official position.

4. Evaluation Process.

Patton Boggs understands and agrees with the statement regarding the evaluation process.

4.1 Proposal evaluation.

Patton Boggs understands and agrees with the statement regarding proposal evaluation.

4.2 Oral presentation.

Patton Boggs understands and agrees with the statement regarding oral presentation. We would be pleased to provide Missouri State personnel with an oral presentation at your convenience.

4.3 Negotiation.

Patton Boggs understands and agrees with the statement regarding negotiation.

4.4 Offeror's responsibility.

Patton Boggs understands and agrees with the statement regarding offeror's responsibility.

4.5 Errors/Omissions.

Patton Boggs understands and agrees with the statement regarding errors and omissions.

4.6 Conformity with specifications.

Patton Boggs understands and agrees with the statement regarding conformity with specifications.

4.7 Specification interpretation.

Patton Boggs understands and agrees with the statement regarding specification interpretation.

4.8 Contract award.

Patton Boggs understands and agrees with the statement regarding contract award.

5. Proposal Organization.

Patton Boggs understands and agrees with the statement regarding proposal organization.

6. Pricing Requirements.

Patton Boggs understands and agrees with the statement regarding pricing requirements.

7. Patton Boggs' Experience and Expertise.

Patton Boggs assists universities and NFP organizations in obtaining funding for cutting-edge research in a wide variety of fields, such as biotechnology, medical research, advanced technology and transportation. We also help secure support for infrastructure development, ranging from building construction to upgrading computer resources. Our firm has successfully secured funding, in partnership with the government, to establish new university centers and programs in a variety of disciplines, ranging from national defense to literacy and community service programs.

Patton Boggs has intervened when legislative and regulatory changes are contemplated that affect universities, such as modifications of the Federal Direct Student Loan Program, Section 127 employer provided education assistance, and the taxation of scholarships and fellowships for graduate student teacher assistants and foreign students.

When representing a university client and a state-funded entity, Patton Boggs is mindful of its role as an extension of the university leadership. We are committed to use our knowledge and expertise to assist clients in an ethical manner, in full compliance with applicable federal and state disclosure laws. We are especially mindful of the obligation of state universities to be accountable at all times to state government leaders, trustees, alumni, and student bodies, not only for their actions but also for those of consultants in their employ.

7.1 Identification of the offeror.

Patton Boggs LLP is submitting this Proposal. Thomas C. Downs, partner, Patton Boggs LLP, is authorized to contractually bind the firm.

7.2 Relevant experience of Patton Boggs and Missouri State team personnel.

7.2.1 Patton Boggs' experience working with House and Senate Appropriations Committees including background at the federal level with NFP institutions in obtaining appropriations.

Patton Boggs has special expertise in the budget and appropriations processes which directly impacts university funding. Our appropriations specialists, most of who have served as senior staff for members of the House or Senate Appropriations Committees, have a thorough understanding of the appropriations process, and have developed critical relationships with Administration budget officials, key members of Congress, and their staffs. Under Part Four, ¶7.5, we identify our personnel for this representation and include their resumes.

We have been highly successful for our clients in the appropriations arena. For example, we helped to secure over \$500 million for construction of the Denver airport; \$60 million for the Detroit airport; over \$75 million for a public university; more than \$54 million for a university biotechnology center; \$25 million for the Jacksonville, Florida Automated Skyway Express; \$86 million for construction of a new federal courthouse in Jacksonville; and funding for the construction of new museum facilities in Charlotte, N.C. This just a sampling of our successes in the appropriations area.

We have developed expertise in representing NFP institutions before Congress and the Executive Branch. They include universities and other higher education entities, public school districts, nonprofit foundations involved in arts and cultural programs, youth and family services agencies, and many other organizations. We have obtained appropriations line-item funding for these clients. We have listed below in Part Four, ¶ 7.3, some of our team's higher education client experiences. The following are among Patton Boggs' NFP projects led by Thomas Downs, team leader for the Missouri State representation:

7.2.1.1. Programs for youth and families.

Boys and Girls Home of Nebraska. We have obtained appropriations totaling \$3.4 million for Boys and Girls Home child abuse prevention, juvenile justice and other youth and family services, and development of family service and youth residential treatment centers.

Community Service Society. We were recently retained by this 160 year-old NFP organization providing social services to youth and families in New York City. We are assisting with appropriations and grants efforts, among other public policy services.

Family and Children's Services, Inc. We have obtained \$1.8 million in appropriations to assist this Oklahoma NFP organization with costs of establishing a new children's services center and

for operation of child abuse prevention and juvenile justice programs and a Hispanic family resource center.

For Love of Children, Inc. On behalf of this NFP organization, we obtained appropriations for a wilderness camp program to assist abused and neglected youths and a multi-media youth technology center.

Heartland Family Service, Inc. We have obtained appropriations to fund establishment of a family resource center serving greater Omaha.

Team Focus, Inc. We have assisted with public policy efforts of Team Focus, Inc., a NFP organization using university campus facilities to host leadership camps, among other education and mentoring services for young men ages 10-18 who do not have fathers. We have obtained \$2.5 million in appropriations for Team Focus and helped arrange the organization's involvement in the White House Conference on Helping America's Youth; a site visit to the organization's headquarters by First Lady Laura Bush; and a visit in the Oval Office with President George W. Bush, among other efforts. We are now working with Representative Jo Ann Emerson on a Team Focus program for Missouri.

Youth for Tomorrow, Inc. We were retained by this NFP organization in Virginia founded by Washington Redskins Football Coach Joe Gibbs and have assisted with efforts to obtain funds for construction of residential treatment and counseling facilities to serve at-risk youth.

7.2.1.2. Local government client projects.

City of Agoura Hills, CA. On behalf of Agoura Hills, we succeeded in convincing the director of the Federal Emergency Management Agency (FEMA) to reverse its prior rulings that denied reimbursement to the city for a \$1.6 million repair of a mudslide-damaged area. We have also successfully lobbied for the following federal funding projects: \$4 million for replacement of the Kanan Road Interchange; \$2.6 million for replacement of the Reyes Adobe Road Interchange; \$1 million for a Scenic Byways project; and \$750,000 for construction of bike lanes.

City of Austin, TX. Austin retained Patton Boggs to help convince the federal government to require an environmental analysis for a major pipeline construction project crossing the Edwards Aquifer, a source of drinking water for Austin. We assisted in negotiating an agreement with the government and the pipeline company which required preparation of a detailed environmental assessment.

City of Houston, TX. We helped Houston secure more than \$70 million in federal funding for purposes ranging from housing and community development initiatives to drug elimination in public housing to a community technology initiative to bridge the digital divide.

City of Jacksonville, FL. We represent Jacksonville on a range of federal projects affecting the City, including construction of a new federal courthouse, funding for flood control projects, Brownfields Redevelopment and other environmental issues, and transportation projects. Our numerous successes to date include appropriations of \$86 million for courthouse construction,

\$27 million for a local highway project, \$5 million for open space preservation, and \$4 million for recreational trails.

Cobb County, GA. Working with the Cobb County Sheriff's Department and a private sector partner, we obtained appropriations for a multi-level law enforcement security technology project.

Las Virgenes/Malibu Council of Governments, CA. We assisted the Las Virgenes/Malibu Council of Governments (cities of Agoura Hills, Calabasas, Hidden Hills, Malibu and Westlake Village) in developing a regional disaster mitigation initiative to make public buildings and other facilities less vulnerable to natural disasters and other hazards. We obtained a FEMA "Project Impact" designation for the initiative, and discretionary grant funding from the FEMA director's office.

Las Virgenes Municipal Water District, CA. We represented the Las Virgenes Municipal Water District (LVMWD) in its permit renewal for a wastewater reclamation plant before the Regional Water Quality Control Board. The draft permit would have required LVMWD either to install reverse osmosis technology, at an estimated cost of \$160 million, or to divert the wastewater flow from Malibu Creek to the Los Angeles River at a cost of \$60 million. After two hearings and our contacts with EPA, the Regional Board dropped these requirements in favor of a far more reasonable permit. We are now seeking federal funding for the water district, and just obtained a \$3 million line-item provision in the Water Resources Development Act reauthorization for LVMWD water infrastructure projects.

City of Shreveport, LA. Our representation of the City of Shreveport has resulted in federal funding of a wide variety of municipal projects and initiatives involving infrastructure, transportation, and education.

San Bernardino Municipal Water Department, CA. Our attorneys achieved one of the largest settlements ever obtained from the federal government (U.S. Army) in a Superfund matter on behalf of the City of San Bernardino, California. Early in 2005, the U.S. District Court for the Central District of California approved the consent decree for a \$164 million environmental settlement, concluding a nearly decade-long effort to resolve this matter. We also obtained \$18.5 million in direct appropriations from Congress for the water department to address environmental contamination attributed to the Army's activities during World War II.

City of San Diego, CA. We provide legislative support on priority projects of concern to the City of San Diego. Our efforts have helped the city to receive millions in appropriations, grants and other forms of federal financial support.

7.2.1.3. Museums, arts, history and cultural projects.

Children's Science Museum Expansion. We obtained appropriations for expansion of the SciPort Science Center, a hands-on NFP children's science museum and education center in Shreveport, Louisiana.

Frederick Douglass National Memorial. We were retained by a NFP African American heritage organization advocating a National Memorial in honor of 19th Century abolitionist leader, publisher, orator, presidential advisor and diplomat Frederick Douglass. We drafted and secured passage of the Frederick Douglass National Memorial Act, authorizing a future National Memorial in Washington, DC.

Great Blacks in Wax Museum. On behalf of this Baltimore NFP black history museum, we drafted and secured enactment of legislation designating the facility as a National Museum and authorizing a multi-million funding stream. We also obtained appropriations from Congress to fund expansion of the museum.

Langston Golf Course. We obtained appropriations for the Langston in the 21st Century Project, a collaborative NFP initiative involving Howard University and the National Park Service to extend sports and learning programs to Washington, DC inner-city youth utilizing the historic Langston Golf Course.

National Maritime Heritage Foundation. We obtained appropriations for this NFP foundation which is raising funds to construct a tall ship in Washington, DC and provide maritime heritage education programs for at-risk youth.

National Museum of African American History and Culture. After the required legislation to establish a Smithsonian National Museum of African American History and Culture had failed to gain sufficient support following 13 years of consideration, we launched an advocacy campaign on behalf of a NFP coalition of African American history advocates. We succeeded in securing passage of legislation authorizing establishment of the new museum, together with appropriations.

Potomac Heritage Partnership. On behalf of the NFP Potomac Heritage Partnership (PHP), we obtained first-ever funding from Congress for the Potomac Heritage National Scenic Trail, 16 years after the trail was designated by Congress, and have helped to obtain continued funding. We also obtained appropriations to fund PHP's own historic, cultural and natural resources programs, and additional appropriations for federal government efforts in the Potomac River basin in which PHP is involved.

7.2.1.4. K-12 education programs.

Capitol Education Fund. We obtained appropriations to fund K-12 educational system improvements in Washington, DC.

The Learning Collaborative. We have obtained \$1.75 million in appropriations to implement a web portal-based educational system throughout the state of Indiana.

Levine School of Music. We obtained appropriations for a music education program to benefit Washington, DC charter school students.

7.2.1.5. Health related projects.

Catholic Health Initiatives, Inc. We represent this NFP organization operating 118 medical centers and health care clinics in 19 states. We have assisted by preparing comprehensive appropriations and grant advocacy publications for the benefit of all the organization's CEOs, and we monitor and advise the client on federal funding opportunities.

Halifax Regional Health System, Inc. We have obtained initial approval of appropriations to fund information technology upgrades for this rural NFP Virginia health system.

Whitman-Walker Clinic, Washington, DC. We have provided advice to the clinic concerning use of Department of Justice grants for clinical programs to benefit AIDS patients.

7.2.1.6. Programs for women.

Afghan Women's Leadership Training Program. We obtained \$2 million in appropriations for the International Women's Foundation to establish a program of leadership training for women and girls in Afghanistan following the removal of the Taliban from power.

Billie Jean King's Women's Sports Foundation. We have obtained \$1.5 million in appropriations for a program of this NFP organization founded by tennis legend Billie Jean King for youth ages eight to 18 designed to prevent dropout, truancy, crime, violence and drug abuse by promoting participation in physical activity and sports.

Congressional Wives' Club. Patton Boggs is assisting the century-old Congressional Club, whose members include the spouses of Members of Congress and Senators, Supreme Court Justices, and Members of the President's Cabinet. Among other efforts, are working with the Department of the Interior to designate the Club's headquarters in Washington as a National Historic Landmark.

Harvard Women's Leadership Training Program. On behalf of the International Women's Foundation, we obtained an appropriation to expand a women's leadership training program at Harvard's Kennedy School of Government.

Mentoring for Girls without Fathers. On behalf of Team Focus, a NFP mentoring organization for boys without fathers, we are assisting with development of a similar program for girls.

National Museum of Women in the Arts. We obtained an appropriation for this Washington, D.C. museum for development of exhibits.

7.2.2. Patton Boggs' experience working with the Missouri Congressional delegation, relevant authorizing committees and Executive Branch agencies.

Missouri Congressional Delegation. We have experience working successfully with the Missouri Congressional delegation, both Republicans and Democrats. Our attorneys have worked with Representative Roy Blunt (R-MO), and we are working closely with Representative

Jo Ann Emerson (R-MO) on funding for an initiative addressing the problem of fatherless young men in Missouri. We have also worked successfully over the years with Senator Kit Bond (R-MO), more recently with Senator Claire McCaskill (D-MO), and with other members of the Missouri Congressional delegation.

Additionally, our attorneys have represented the Missouri Republican State Committee, and the political committee of Representative Kenny Hulshof (R-MO).

Relevant Authorizing Committees. We regularly practice before every committee of Congress and our attorneys have developed close working relations with committee members and their staff. These extensive working relationships have developed because of our favorable reputation for substantive expertise and integrity.

Our attorneys have been directly involved in education policy issues and have actively lobbied issues involving the Higher Education Act amendments. Our former (now retired) partner William Ford (D-MI) served for many years as Chairman of the House Education and Labor Committee. Through these relationships we have developed a strong understanding and familiarity with education issues and with the relevant decision makers active in forming higher education policy.

In representing Missouri State before Congress, we would coordinate our efforts closely with House and Senate members of relevant authorizing committees, as follows:

- We would work with members and staff of the Senate Committee on Health, Education, Labor and Pensions, and the House Committee on Education and Labor, the two primary committees with jurisdiction over higher education related matters. These committees are responsible for handling reauthorization of the Higher Education Act.
- We would work with members and staff of the House Science and Technology Committee and the Senate Commerce, Science and Transportation Committee to advance Missouri State's objectives related to scientific research programs. In particular, we would work with Representatives Russ Carnahan (D-MO) and Todd Akin (R-MO), both members of the House Science and Technology Committee, and Senator McCaskill, a member of the Senate Commerce, Science and Transportation Committee.
- We would work with members and staff of the House Ways and Means Committee and Senate Finance Committee, which have jurisdiction over health related research programs. In particular, we would work with Representative Hulshof, a member of the Ways and Means Committee.
- We would also expect to work with members and staff of the House Energy and Commerce Committee, which has jurisdiction over many federally funded health and environmental programs that could be of direct value to Missouri State. We would plan to work with Representative Blunt, a member of this committee, as well as Representative Karen McCarthy (D-MO), also a committee member.

Executive branch agencies. We regularly attend meetings and conferences with executive branch agencies including the U.S. Department of Education, White House, and other departments and agencies. We would plan to work with relevant agencies on Missouri State's behalf, and arrange introductions as appropriate for Missouri State officials with pertinent agencies.

Our team for the Missouri State representation will benefit from the experience of our attorneys who have previously served in the highest levels of the federal service. Current Patton Boggs attorneys include the former Secretary of Transportation (Clinton Administration), Administrator of the Federal Highway Administration (Clinton Administration), Senior Advisor to the Secretary of State (Bush I and Clinton Administrations), U.S. Army's Judge Advocate General (Clinton Administration), and several senior White House staff (Carter, Reagan, Bush I and Clinton Administrations). These attorneys can advise the Missouri State team as appropriate. Additionally, as is noted in Part Four, ¶9.3 below addressing potential agricultural initiatives of Missouri State, former Patton Boggs attorney Ann Veneman has served as U.S. Secretary of Agriculture. We would expect to use our experience and contacts to help Missouri State present its agenda to key players in the Executive Branch.

7.3 Past and current clients who are similar in size, scope, and mission to Missouri State.

We have assisted numerous higher education clients, both state universities and private institutions. The following is a list of higher education clients of Patton Boggs:

American Assembly of Collegiate Schools	Loyola University of Louisiana
American University in Cairo	Makerere University
American University of Rome	Morgan State University
Andrews University	National Association of Independent
Arkansas State University	Colleges
Association of American Medical Colleges	Nova Southeastern University
Barat College	Oakwood College
Boston University	Regent University
California Community College	Rockhurst College
California State University	Southern Methodist University
City University of New York	Southwest Texas University
Cornell University	St. Louis University
Duke University	Strayer Business College
Emory University	Strayer College
Garden City Community College	Temple University
George Mason University	Trustees of State Colleges in Colorado
George Washington University Hospital	University of Alberta Law School
Georgetown University	University of Arizona
Georgetown University Law Center	University of Colorado (Denver)
Johns Hopkins University	University of Colorado (Boulder)
Landsdowne College	University of Hawaii
Lehigh University	University of Maryland
Loyola College of Maryland	University of Michigan

University of Missouri (Columbia)
 University of New Haven
 University of Phoenix
 University of Pittsburgh
 University of Wisconsin (Madison)

Vermont Law School
 Villa Julie College
 Virginia Community College System
 Wake Forest University
 Washington College (Maryland)

Examples of our work for higher education clients. Patton Boggs has had extensive experience identifying and securing funding for colleges and universities, particularly those with a substantial public research focus. Specific examples of successes by Patton Boggs on behalf of community colleges, four-year colleges and universities, and graduate education institutions by Patton Boggs include the following:

- When we began working with George Mason University, it had no federal relations program. Working together, we have secured over \$75 million on a wide range of initiatives, from a critical infrastructure protection program, to a business technology program, to NASA research, as well as Intelligent Transportation Systems research.
- We helped to obtain \$50 million for the University of Maryland's Christopher Columbus Center for Marine Biotechnology.
- We secured \$10 million for Loyola University to establish a literacy center.
- We secured \$12 million on behalf of the University of Arizona for the Morris K. Udall Center.
- We obtained \$1.5 million for Villa Julie College for a technology training initiative.
- We secured \$12.5 million for the Massachusetts Maritime Academy, and a ship for it to convert to use as a training vessel.
- We have assisted Nova Southeastern University with a range of successful appropriations projects.
- We have assisted Vermont Law School with appropriations projects involving an international exchange program and establishment of an on-campus environmental center.
- We have obtained \$8 million in appropriations for a variety of projects to benefit the Virginia Community College System.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of Blue Ridge Community College, and are seeking funds for an aviation training program.
- We have obtained three consecutive annual appropriations for development of an employment training center, as well as appropriations for distance learning and web portal-based projects on behalf of Dabney S. Lancaster Community College.

- We have obtained appropriations for employment assistance projects as well as distance learning and web portal-based projects on behalf of Danville Community College.
- We have obtained appropriations for an employment training program and healthcare laboratory, as well as for distance learning and web portal-based projects on behalf of Eastern Shore Community College.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of Germanna Community College, and are seeking funds for a nursing program.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of J. Sargeant Reynolds Community College, and are seeking funding for health care facilities.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of John Tyler Community College, and are working to fund a Hispanic community outreach initiative.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of Lord Fairfax Community College, and are seeking funding for economic development and workforce training program.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of Mountain Empire Community College, and are seeking funding for health care services programs.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of New River Community College, and are seeking funds for a coal industry workforce training initiative.
- On behalf of Northern Virginia Community College, we have obtained appropriations for construction of a technology building, for a biotechnology industry research initiative, and for distance learning and web portal-based projects, and we are seeking funding for a military health care pilot project.
- We have obtained appropriations for distance learning and web portal-based projects and a motorsports center on behalf of Patrick Henry Community College.
- We have obtained appropriations for purchase of equipment and for a distance learning program on behalf of Piedmont Community College.
- We have obtained appropriations for distance learning and web portal-based projects on behalf of Thomas Nelson Community College, and are seeking funds for a welcome center.

- We have obtained appropriations for distance learning and web portal-based projects on behalf of Wytheville Community College, and are seeking funds for a new arts center.
- We have also successfully represented a number of other universities on discrete projects, including complex regulatory matters. In addition, we have developed partnership opportunities with agencies supervising large contractors, such as the Department of Defense and IRS, and with large corporations that contract with the government, including PriceWaterhouse and EDS.

7.4 Contact information for Patton Boggs client references.

Virginia Community College System

101 North 14th Street, 15th Floor
 Richmond, Virginia 23219
 Contact: Dr. Glenn DuBois, Chancellor
 Telephone: (804) 819-4901
 E-mail: gdubois@vccs.edu

Langston in the 21st Century Project and Team Focus, Inc.

c/o Department of Physical Education and Recreation
 Howard University
 6th & Girard St., N.W.
 Washington, DC 20059
 Contact: Professor Marshall Banks, Ph.D. (Board member of both
 Langston in the 21st Century Project and Team Focus, Inc.)
 Telephone: (202) 806-7150
 E-mail: marshallbanks@comcast.net

City of Agoura Hills

30001 Ladyface Court
 Agoura Hills, California 91301
 Contact: Greg Ramirez, City Manager
 Telephone: (818) 597-7300
 E-mail: gramirez@ci.agoura-hills.ca.us

7.5 Biographical information on Patton Boggs and on the personnel who would be providing services to Missouri State.

Background on Patton Boggs. Patton Boggs was founded in 1962 as a public policy and international law firm with our principal office in Washington, D.C. It was the first major law firm to recognize the importance of integrating public policy expertise with a traditional legal practice so as to provide clients with the most complete representation. Thus, by design, we are a firm that combines knowledge of the workings of governments with legal counseling and litigation, an essential combination of skills to achieve results in Washington and around the world. Today, the firm employs over 500 attorneys and public policy specialists. Our expertise and areas of practice have grown commensurately. Along with our principal office in

Washington, we have offices in Doha, Qatar; New York City; Newark, New Jersey; Denver, Colorado; Dallas, Texas; Northern Virginia; and Anchorage, Alaska.

Patton Boggs is widely regarded as Washington's premier public policy law firm. In our public policy practice, we represent clients before the Congress, the departments comprising the executive branch of the government, various independent regulatory agencies, and international regulatory bodies. Our ability to achieve the best results for public policy clients is enhanced by the fact that our professionals have served as Members of Congress, as Ambassadors and as staff members in the Executive Office of the President, in Congressional offices and in administrative and regulatory agencies. The collective experiences of these individuals provide us with a broad understanding of how each of the many institutions of the government functions.

Because we also advise clients extensively in many traditional and emerging areas of substantive law, we are able to combine our understanding of the decision-making process of the government with expertise in underlying legal and policy areas. This combination of subject matter expertise and knowledge of governmental processes enhances our ability not simply to achieve a successful result, but to do so in a manner that promotes each client's long-term interests and reputation among policy makers and others.

Patton Boggs personnel to provide services to Missouri State. We propose to assign to the Missouri State representation some of our firm's most talented and accomplished public policy professionals. Our team will be led by Patton Boggs partner Tom Downs. Tom has over 22 years of experience in public policy and Congressional appropriations experience – including over 10 years of service to House and Senate members, including members of the appropriations committees, and over 12 years at Patton Boggs representing universities, community colleges, graduate schools, NFP institutions, public agencies, and other clients in public policy matters. His brief biography follows.

Thomas C. Downs has represented the Virginia Community College System, Nova Southeastern University, Shepard Broad Law Center, and Vermont Law School on Congressional appropriations and Executive Branch matters. Additionally, he represents municipal governments in Florida, Louisiana, Texas and California, and NFP organizations in Oklahoma, California, Nebraska, Iowa, West Virginia, Alabama, Maryland, and the District of Columbia in legislative and funding matters. Tom has been successful in obtaining substantial appropriations and grants for clients. Before joining Patton Boggs in 1995, he worked for over 10 years on Capitol Hill, including service as Chief of Staff to a U.S. Representative and in the office of the third ranking member of the Senate Appropriations Committee.

Tom Downs will lead and coordinate the Missouri State representation, and act as Patton Boggs' day-to-day contact with Missouri State's Office of Government Relations and Office of the President. Tom will work with a team of Patton Boggs professionals who offer experience in the appropriations process, with legislative issues and executive branch contacts, and in representation of universities, public agencies and NFP institutions. The following will be among the core team available to serve Missouri State:

Sarah G. Vilms assists a variety of clients on appropriations and other public policy matters, including colleges and universities. She has been a member of the team for representation of the

Virginia Community College System, Nova Southeastern University, and Shepard Broad Law Center. Sarah previously worked in the U.S. Senate.

William E. Bright III assists higher education and NFP clients with appropriations and other matters involving Congressional offices. Bill has served on the Patton Boggs team for representation of Vermont Law School, among other education related projects. Before joining Patton Boggs in 1999, Bill served as a legislative aide to the third ranking member of the Senate Appropriations Committee.

Mayra Martinez-Fernandez assists clients with federal funding matters and other public policy projects, and works closely with the members of the Congressional Hispanic Caucus and national organizations advocating for Latino interests. She previously served as a senior White House advisor on Hispanic affairs.

Col. John C. Garrett, USMC (Ret.) assists with projects involving military programs, international security assistance, homeland defense, and other matters involving Congress, the Department of Defense, State Department and other agencies. John previously served for 27 years in the Marine Corps, including assignments in the Pentagon and in combat positions in several theaters of operation, from the Viet Nam conflict to Somalia peacekeeping operations.

Stephanie Peters represents a variety of clients on legislative and policy matters, and works closely with the members of the Congressional Black Caucus. She previously served in key positions in the Senate and House of Representatives.

Pamela K. Welsh assists clients with the research, development and implementation of legislative strategy in a variety of policy areas. Pamela has experience in a wide range of policy areas including transportation, housing, education, social services, environment and water resources. She focuses on securing federal funding for clients through appropriations and authorizations as well as agency discretionary and competitive programs.

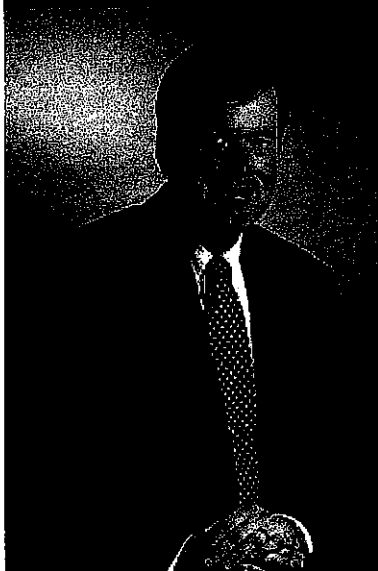
Resumes for these professionals are provided on the following pages.

In addition to these professionals, other Patton Boggs attorneys and consultants will be available to assist with Missouri State projects.

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ATTORNEYS AT LAW

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THOMAS C. DOWNS

Partner

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Washington, DC 20037
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tdowns@pattonboggs.com

Education

- American University
Washington College of Law,
J.D., 1994
- Brown University, B.A., 1983

Bar Admissions

- District of Columbia

Thomas Downs handles high-profile matters involving Washington representation of corporations, nonprofit organizations, municipal governments, and educational institutions. He focuses on Congressional legislation, appropriations, grants, and partnerships involving federal agencies.

Mr. Downs draws on more than a decade of experience as a senior legislative aide on Capitol Hill and employs creative and innovative approaches in representing clients before the federal government. As a result of his profound knowledge and broad experience, Mr. Downs has led a variety of successful public policy initiatives on behalf of clients.

Representative Matters:

- *Municipal Government Representation:* Obtained legislative authorization, appropriations, and grants for priority projects on behalf of cities, counties, regional councils of governments, special municipal authorities, and other governmental bodies. Mr. Downs has led public policy initiatives benefiting municipalities in California, Florida, Georgia, Louisiana, Maryland, Texas, and Virginia.
- *Technology Initiatives:* Obtained more than \$8 million in Congressional appropriations and established collaborative relationships with federal agencies on behalf of corporate and not-for-profit clients to advance leading-edge information technologies and systems.
- *Youth and Family Service:* Led public policy efforts and secured more than \$7 million in appropriations on behalf of national, regional, faith-based, and community organizations that serve at-risk youths and their families through treatment, counseling, mentoring, and other services.
- *Transportation:* Obtained legislative authorization and appropriations of more than \$15 million for highway projects, intelligent transportation systems, and other transportation improvements on behalf of clients in several states.
- *Educational Programs:* Obtained more than \$15 million in appropriations to improve learning systems and educational programs for public school systems, universities, community colleges, and nonprofit educational organizations.
- *Health Care Organizations:* On behalf of health systems, hospitals, medical research, and health care advocacy organizations operating in 20 states, provided advice and counsel on public policy matters and obtained federal funding.

ARTICLES

Contributing author:

- *Environmental Law Reporter* (1999, 2000 and 2002)

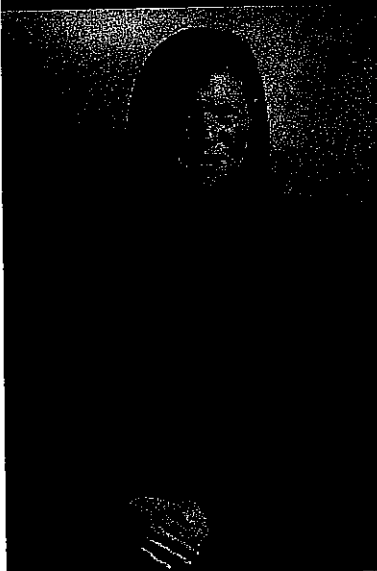
- *Tulane Environmental Law Journal* (1995)
- *The American University Law Review* (1992)
- *Pesticide Law Handbook* (1999)

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SARAH GROOTHUIS VILMS

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Education

- Brown University, B.A., 1993

Sarah Vilms provides legislative advocacy and congressional strategy on behalf of clients including corporations, hospitals, universities, municipalities and technology firms. Her experience includes more than 13 years in health care, environmental, education, homeland security and sporting issues, among other areas. Ms. Vilms concentrates on Federal appropriations, particularly focusing on House and Senate Appropriations Committees and select Congressional delegations. Ms. Vilms also provides agency strategy recommendations for clients, lobbying more than 25 federal and state agencies, state governments and associations.

Before joining Patton Boggs, Ms. Vilms was the mergers and acquisitions specialist for the Health Care Advisory Board, where she researched best-demonstrated practices of hospitals and health systems throughout the United States. Ms. Vilms also gained experience in the offices of U.S. Senator Joseph Lieberman (D-CT), U.S. Congresswoman Barbara Kennelly (D-CT) and Australian Member of Parliament, Michael Photios, Chairman of the Environment Committee, in Sydney.

Representative Matters:

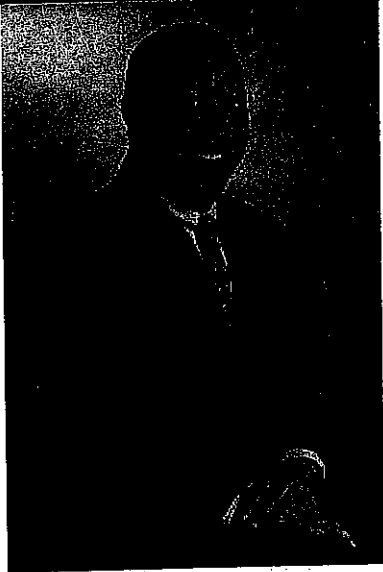
- Legislative representation concerning congressional appropriations. From FY '03 thru FY '06, Ms. Vilms successfully assisted clients in obtaining more than \$16 million in congressional appropriations for education, health care, homeland security, technology and other interests.
- Government contracts identification and response assistance; Federal grants identification and analysis.
- Legislative representation concerning tech and bio-tech, homeland security technologies, educational technologies, environmental funding, transportation issues, FEMA and SBA insurance claims needs, health care information technology, sports foundations and related areas.
- Environmental archival research successfully contributing to one of the largest settlements ever obtained from the federal government concerning a \$164 million Superfund water quality remediation.

ARTICLES

- Homeland Security Presentation for The 2003 National Conference on Incident Command for Emergency Response, with Colonel John C. Garrett (USMC-RET)
- Contributing consultant, "The Rising Tide: Emergence of a New Competitive Standard in Health Care," *The Health Care Advisory Board*, publication, (1996)

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Technology and Communications

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wbright@pattonboggs.com

Education

- University of Vermont, B.A., 1991

Bill Bright advises clients on issues involving public policy work, with a particular focus on Judiciary and Commerce Committee legislative issues in the U.S. House of Representatives and the U.S. Senate. Mr. Bright brings an insider's understanding of the legislative process to bear for his clients, working to bring their legislative concerns and issues to the forefront of current policy debate.

Mr. Bright represents a wide range of clients including trade associations, professional athlete unions, telecommunications companies, entertainment industry companies and associations, and advertising professionals on Capitol Hill and before the Administration.

During his six year tenure as a staffer on the Senate Judiciary Committee, Mr. Bright assisted the Committee as major legislation, including the 1994 Crime Bill and 1996 Immigration Reform bill, were considered. He also worked on Constitutional issues that came before the Committee, including the Senate Impeachment trial of President Clinton in 1999.

Professional Affiliations:

Washington Government Relations Group, 2002-present
University of Vermont DC Alumni Board of Directors, 2004-present

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MAYRA L. MARTINEZ-FERNANDEZ

Senior Policy Advisor

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Municipal Representation
Public Policy and Lobbying

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mmartinez@pattonboggs.com

Education

- Georgetown University, Certificate Program in Legislative Studies, 2005
- University of Wisconsin at Madison, M.A., 1986
- University of Wisconsin at Madison, B.A., 1984

As senior policy advisor, Mayra Martínez-Fernández provides strategic advice on key issues in a range of areas, including sovereign representation, municipal representation, public policy and lobbying, transportation and infrastructure, Hispanic affairs, Inter-American policy and issues, with particular expertise on Puerto Rico— and community and grassroots campaigns.

From her extensive and diverse background of serving in senior roles in both government and the private non-profit sectors, Ms. Martínez-Fernández has successfully articulated the interests and positions of clients, including foreign countries and local governments, to more than 200 Congressional offices. She has also effectively identified federal funding opportunities for municipal and non-profit clients. Applying her almost twenty years of experience, Ms. Martínez-Fernández helps clients evaluate strategies in the areas of government relations, community relations, public relations, media relations, and public policy at the local, state and national levels.

Before joining Patton Boggs, Ms. Martínez-Fernández worked at the White House as senior policy advisor to President Clinton's Interagency Group on Puerto Rico and Insular Areas. She also served as senior consultant to Puerto Rico's Member of Congress and governor, and as director of communications for the Latino Institute in Chicago.

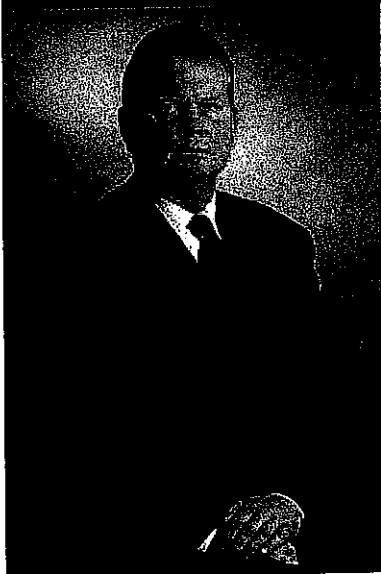
In 2002, *Hispanic Business Magazine* named Ms. Martínez-Fernández one of the 100 Most Influential Hispanics in the United States.

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COLONEL JOHN C. GARRETT

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Education

- Georgetown University, M.A., 1986
- Virginia Polytechnic Institute and State University, B.S., 1969

Through daily contact with U.S. government requirements and procurement agencies, Col. John Garrett, USMC (retired) helps clients identify federal grants and contracting opportunities, for government projects in the United States and abroad. Domestically, Col. Garrett's work focuses on programs and procurements in the homeland security arena; internationally, his efforts emphasize such areas as Iraq reconstruction and Afghanistan reconstruction. Once an opportunity is identified, Col. Garrett helps clients navigate the complex process of defining the government's specific program requirements and then developing comprehensive capability statements that communicate that the client provides the best value and is best able to meet government requirements.

In nearly 30 years of developing relationships throughout the U.S. government and defense industry, Col. Garrett has developed strong networks with policy and decision makers in the U.S. Congress; the Departments of State, Defense and Energy; and the Department of Homeland Security. The access that comes with these relationships allows Col. Garrett to know in advance—and in detail—how best to meet the needs of each agency's procurement programs.

Additionally, Col. Garrett assists clients in a variety of issues regarding export control and licensing, and enjoys unique access to key administrative professionals at the Directorate of Defense Trade Controls and to the key players at other agencies, including the Departments of Defense, State, and Commerce. His involvement with the DDTC enables him to regularly facilitate and expedite clients' export license applications for defense and security related articles and technologies. His association with policymakers allows him to successfully argue and prevail in removing presumptions of license denial for several countries to whom our clients now export millions of dollars in merchandise.

Col. Garrett also serves foreign sovereign governments and their embassies in the planning and implementation of political, security and economic strategies as well as programs with the U.S. government and with U.S. commercial business and investment entities.

In conjunction with Patton Boggs' vast network of international contacts, Col. Garrett develops joint venture partnerships and other relationships in virtually all fields of commercial endeavor, to include security/defense, infrastructure, and logistics.

ARTICLES

Middle East Contracting Newsletter - May 2006
May 2006

Middle East Contracting Newsletter - January 2006

January 2006

Middle East Contracting Newsletter - September 2005
September 2005

- Speaker, "Contracting with the United States Government in the Middle East: Fundamentals of Understanding and Making the United States Procurement Process Work for You," Doha, Qatar (May 2005)
- Col. Garrett is a regular commentator on *The Fox News Channel*, presenting observations and analysis on the war on terrorism, Operation Enduring Freedom, Operation Iraqi Freedom, and a range of topics relating to national and homeland security. He was Dan Rather's featured guest on *60 Minutes II*, regarding the history of U.S. anti-terrorism programs. He has also appeared on *Radio America* and *Canada TV* regarding Operation Iraqi Freedom.
- Col. Garrett is a member of the Department of Defense Media Military Analysts Group, which receives weekly access and briefings with the secretary of Defense, chairman of the Joint Chiefs of Staff, and other high level policymakers in the Administration. He is also a frequent speaker and panelist on homeland security, Iraq reconstruction, and national security at conferences and seminars throughout the country.

www.pattonboggs.com

PATTON BOGGS LLP

ATTORNEYS AT LAW

www.pattonboggs.com

STEPHANIE J. PETERS

Of Counsel

Public Policy and Lobbying
International Trade and Transactions
Immigration

2550 M Street, NW
Washington, DC 20037
T: 202-457-6316 F: 202-457-6315
speters@pattonboggs.com

Stephanie Peters assists clients with legislative matters before the Judiciary, Commerce and International Relations Committees in both the U.S. House and Senate. She provides legal advice and legislative counsel to corporate and trade association clients on issues involving intellectual property rights, the Internet, immigration, telecommunications and appropriations. Ms. Peters educates members of Congress and the administration on behalf of foreign government clients. She also devotes significant time to the representation of clients under the Patton Boggs pro bono program where she focuses on refugees, human rights, global development and the digital divide.

Education

- George Washington University, M.A., 1997
- Georgetown University Law Center, J.D., 1990
- Ohio State University, B.A., 1986

Previously, Ms. Peters served as minority counsel to the democratic members of the House Judiciary Committee on issues relating to intellectual property, the federal courts, immigration and refugee policy, constitutional amendments, telecommunications, and private claims bills. She has participated and led a number of staff and congressional delegations to seven countries in Africa, Haiti, Azerbaijan, Russia, Italy, and Canada.

Bar Admissions

- District of Columbia
- Pennsylvania

During the impeachment of President Clinton, Ms. Peters researched and edited the Staff Committee report, advised Democratic Members on the constitutional standards for impeachment, and counseled Members during the floor debate and final vote on the Articles of Impeachment

Awards and Honors

- 2002 Patton Boggs LLP *Pro Bono* Award

Before her experience on Capitol Hill, Ms. Peters served as an attorney-advisor in the Office of the General Counsel at the U. S. Office of Personnel Management (OPM), where she was responsible for the agency's compliance with the Freedom of Information Act (FOIA) and the Privacy Act, including appeals, advisory opinions and litigation. She represented the agency in federal employment litigation and supervised the agency's responsibility under the Voting Rights Act.

While attending law school, Ms. Peters served as Law Clerk to the Senate Judiciary Subcommittee on Technology and the Law.

Professional Affiliations:

Vice President, Washington Government Relations Group (WGRG)
Board of Directors, U.S.A. for United Nations High Commissioner for Refugees
Member, Women Foreign Policy Group

ARTICLES

- Lecturer, "International Refugee Law," Hebrew University, Jerusalem, Israel, (January 2003).

- Training Consultant, "Hebrew Immigrant Aid Society: Advocacy, Strategy and Message Development Training for Ethiopian Israelis," Jerusalem, Israel, (August 2001 and January 2003).
- Training Consultant, UNHCR Micro-credit Mission, Kigali, Rwanda, (July 2003).
- Lecturer, "International Protection of Refugees and Displaced Persons," American University School of Law, (Fall 2003).
- Participant, Women Waging Peace Policy Day, Harvard University.

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PATTON BOGGS
ATTORNEYS AT LAW

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PAMELA K. WELSH
Public Policy Advisor

Appropriations
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pwelsh@pattonboggs.com

Education

- Eastern Michigan University,
B.S., 1992

Ms. Welsh assists clients with the research, development and implementation of legislative strategy in a variety of policy areas. Her advocacy efforts are targeted primarily municipal governments, universities and not-for-profit entities.

Ms. Welsh works closely with Congressional staff and executive agencies on behalf of her clients to advance their federal legislative agendas. She has experience in a wide range of policy areas including homeland security, transportation, housing, education, social services, postal reform, environment and water resources. Ms. Welsh focuses on securing federal funding for her clients through Congressional appropriations and authorizations as well as executive agency discretionary and competitive programs.

www.pattonboggs.com

7.6 Patton Boggs' web site address.

www.pattonboggs.com

8. Patton Boggs' Plan for Performing the Requirements of the RFP.

Our effective client representation is a result of developing a complete understanding of the client, its concerns and needs, as well as a personal relationship with the client's designated representatives. From our point of view, the key to success is our ability to build a close working relationship with the client's key representative or representatives. We would seek to develop such relationships with Missouri State officials, and would implement the following measures:

Prioritization of Missouri State's objectives. We would work with you to prioritize your needs in connection with the government. This would involve carefully reviewing Missouri State's specific funding and/or technical assistance needs in connection with its physical plant, curriculum, special initiatives, and other areas. We look forward to visiting with Missouri State personnel to evaluate your needs.

Comprehensive review of Missouri State programs. After we closely define your priority goals, we would conduct a comprehensive review of programs within the areas for which you are seeking representation and funding. We would then identify opportunities which would allow us to accomplish the identified goals. It may be that an existing grant program provides the right approach. In other cases, line-item funding in an appropriations bill or an amendment to an authorization bill will accomplish what we try to achieve. In either case, we will work with you to develop and implement the final strategy.

Appropriations lobbying campaign. In the course of this representation, Patton Boggs will assist Missouri State by seeking Congressional appropriations for your priority objectives. This will involve initial planning, research and coordination with you early in the fiscal cycle, and active lobbying efforts throughout each session of Congress. We anticipate that our work in pursuing these funds will include the following components:

- We will research and evaluate Missouri State's plans for key programs and initiatives, and the likely educational, economic and other societal benefits. We will work with you to develop a list of priority projects for appropriations; we expect to recommend seeking funding for multiple Missouri State projects on an annual basis.
- Based on our research and consultation, we will prepare background materials for use in our briefings for Congressional and Executive Branch offices, and other potential allies at the national level. We expect to revise and update these background materials as necessary to advance our efforts to obtain funding for Missouri State's programs. We will work with you to develop and refine these materials.
- We will meet periodically with Congressional offices to develop and pursue appropriations requests. This will include Missouri Congressional delegation offices, Appropriations Committee members and staff, and other appropriate offices. We expect

to hold ongoing meetings, provide updates, and make other necessary contacts with each of the relevant Congressional offices throughout the appropriations cycle.

- We will assist Congressional offices in preparation of correspondence and necessary forms and other documentation required by the House and Senate Appropriations Committees. We will supply Congressional offices with information and advocacy materials for their use at each critical stage of the appropriations process, including subcommittee hearings, subcommittee markup sessions and full appropriations committee consideration, through final House-Senate conference committee action.

Grants research and analysis. We will provide counsel on development of strategic grant proposals and provide liaison services to grant making agencies. We find that linking university grants to agency missions and priorities is critical, as all agencies look more favorably on proposals which directly address their most important concerns. Similarly, knowing who the key decision-makers are in an organization is equally important, and we are prepared to invest adequate resources in this area.

Federal government liaison services. We also propose to serve as Missouri State's liaison with all offices on matters that concern the University. We will make introductions for Missouri State officials with appropriate officials; draft correspondence from Missouri State to key decision makers; help prepare Missouri State testimony to be presented at hearings before Congress and Executive Branch agencies; and report to you on emerging initiatives in the areas that are of greatest interest to you. In essence, we propose to serve as Missouri State's "Washington office," and our state-of-the-art office facilities in downtown Washington will always be available to you.

9. Additional Qualifications.

We are providing the following additional information about Patton Boggs' knowledge and experience relevant to Missouri State, and our capability to effectively serve Missouri State in Washington.

9.1 Our knowledge of Missouri State and ideas for potential federal initiatives.

We are very encouraged by Missouri State's emphasis on public affairs as a theme cutting across all academic disciplines. We find this approach to be compatible with our own practice. Patton Boggs emphasizes public policy, and this practice area is interrelated with every other field of law in which our attorneys practice. We are also encouraged by Missouri State's objective to encourage statewide outreach and collaboration with other NFP institutions. We believe that this collaborative approach will lead to opportunities for funding through Congressional appropriations. The following outlines several areas in which we believe Patton Boggs is particularly qualified to assist Missouri State.

Professional Education. We believe that the goals of meeting the growing challenges of education and satisfying new teacher certification requirements are objectives that could lead to federally funded projects. For example, these goals could be manifested in programs and initiatives to be funded through grants under the No Child Left Behind Act of 2001. We also

believe that Missouri State could provide a model of collaborative higher education programs for review when Congress considers reauthorization of the Higher Education Act.

Health. We believe that Missouri State's programs involving partnerships with other organizations in the region and plans to address the health needs of the community could provide for projects to be funded by Congress. We have been successful in obtaining Congressional appropriations for community health and social services initiatives of NFP organizations, including youth and family services programs, juvenile justice projects, mental health services, and construction of health related facilities.

Business and Economic Development. Missouri State's emphasis on developing business and economic development programs such as occupational training, international business programs, and information technology are areas in which we can be successful in obtaining funding. We have obtained funding for similar programs at other NFP organizations, including employment training and economic development programs for Virginia's community colleges, a business technology program at George Mason University, and a technology training initiative at Villa Julie College.

Creative Arts. We are excited by the focus on Missouri heritage as expressed through all art forms, and believe that we can assist by pursuing funding in these areas. We have been successful in obtaining funding for NFP institutions for projects in this arena, such as museum collections, an international cultural and artistic exchange program involving the U.S. and Spain, and heritage tourism programs.

Science and the Environment. We believe that Missouri State's focus on the natural and cultural environment is another arena in which we can assist by seeking funding from Congress. We have been successful in obtaining funds for NFP institutions for a variety of projects involving protection, preservation and promotion of natural and cultural resources. Examples of our work include leveraging funds for community ecotourism initiatives, acquisition of ecologically significant lands in Florida, and an open space protection program in California.

9.2 Our knowledge of Southwest Missouri heritage, and our relevant experience.

We know that Southwest Missouri has a rich natural and cultural heritage, and we believe that Missouri State could be successful in leveraging federal funds for projects and initiatives associated with this heritage. In particular, the Ozark Mountains, believed to be America's oldest mountain range, offer a potential thematic area for focus in scientific research, community involvement, and heritage tourism promotion. Additionally, the presence of the Mark Twain National Forest provides an important opportunity for Missouri State to link with personnel of the USDA Forest Service and other agencies in Washington.

To give you a sense of our experience working with clients on heritage-based projects, we are providing the following list:

- We assisted a client in leveraging funding and technical assistance related to conservation of the Santa Monica Mountains range in California.

- We obtained federal funding for land acquisition and visitor access improvements in the St. John's River watershed in Florida.
- We assisted a NPF organization with a heritage-based rural economic development initiative in the Appalachian Mountain region in West Virginia.
- We assisted a higher education client by linking its environmental education programs with the Bush Administration's Watershed Initiative involving multiple agencies, including the USDA Forest Service.
- We obtained substantial Congressional appropriations for a NPF organization's heritage tourism and historic interpretation programs in the Potomac River corridor.
- We assisted a local community adjacent to the Ronald Reagan Presidential Library and Museum in Southern California with an effort to preserve a memorial greenbelt of open space and agricultural land use while honoring the legacy and grave site of President Ronald Reagan.

9.3 Patton Boggs' background in agriculture, and opportunities for Missouri State.

Agricultural and rural development are areas in which our professionals can be of value to Missouri State. One of our attorneys, Ann Veneman, specialized in agricultural and rural development programs at Patton Boggs during the 1990s. She left our firm to accept the position of California Secretary of Agriculture, and later served as U.S. Secretary of Agriculture. We work successfully with the Agriculture Secretary's office on public policy initiatives. We would be pleased to assist Missouri State with relevant initiatives involving USDA and the House and Senate Agriculture Committees.

We believe that we could assist Missouri State by pursuing Congressional appropriations for agricultural initiatives. In doing so, we would work closely with Representative Jo Ann Emerson (R-MO), a member of the House Appropriations Subcommittee on Agriculture. In view of the fact that Missouri State's Mountain Grove and West Plains campuses are both located in Congresswoman Emerson's district, we believe we could find worthwhile projects to be pursued with the assistance of Congresswoman Emerson. We would also plan to pursue such projects in close cooperation with Senator Kit Bond, a member of the Senate Appropriations Subcommittee on Agriculture.

9.4 Patton Boggs' representation of Missouri clients.

Over the years, Patton Boggs has represented numerous Missouri-based clients on public policy and other legal matters, including the following:

Allied Signal Aerospace (Kansas City)
 American Academy of Nursing
 (Kansas City)
 American Assembly of Collegiate Schools
 of Business (St. Louis)
 American Pad & Paper, Inc. (Kansas City)
 Anheuser Busch Companies (St. Louis)
 AppIntell, Inc. (Weldon Spring)
 Asarco – Missouri Lead Division (Bunker)
 Bed Rock, Inc. (Joplin)
 Brown Shoe Company (St. Louis)
 Brunson Instrument Company (Kansas City)
 Community Blood Center (Kansas City)
 Dunham & Smith Agencies (St. Louis)
 Emerson Finance Co. (St. Louis)
 Everett Quarries Co. (Plattsburg)
 Farmland Industries (Kansas City)
 Ferrellgas Partners (Liberty)
 Garney Companies (Kansas City)
 Hallmark Cards, Inc. (Kansas City)
 HBE Corporation (St. Louis)
 Health Net (Kansas City)
 Hunt Midwest, Inc. (Kansas City)
 Hussman Corporation (Bridgeton)
 I.H.P. Industrial, Inc. (St. Joseph)
 Interco, Inc. (St. Louis)

Kansas City Area Transit Authority
 (Kansas City)
 Kennedy Capital Management, Inc.
 (St. Louis)
 Mallinckrodt Group (St. Louis)
 Marion Laboratories (Kansas City)
 May Department Stores Co. (St. Louis)
 Midwest Mineral (Mount Vernon)
 Missouri Hospital Association
 (Jefferson City)
 Missouri Republican State Committee
 (Jefferson City)
 Monsanto Agricultural Co. (St. Louis)
 Peabody Holding Company (St. Louis)
 Petroleum Fuel & Terminal Co. (Clayton)
 Phoenix Networks Corp. (St. Louis)
 Ralston Purina Company (St. Louis)
 Reintjes Services, Inc. (Kansas City)
 Rockhurst College (Kansas City)
 Sceptor Industries (Kansas City)
 Southwest Lime Quarry (Springfield)
 Tetra Pak (Kansas City)
 Three S. Constructors, Inc. (Kansas City)
 United Missouri Bank (St. Louis)
 Visioncomm, Inc. (St. Charles)
 Washington University (St. Louis)
 Wilcox Electric (Kansas City)

9.5 Patton Boggs' bipartisan public policy practice.

Patton Boggs attorneys work closely with the political and legislative leadership of both political parties. Many of our attorneys have served in Republican or Democratic administrations, as well as Congressional and campaign positions. We use the talents and relationships of these professionals to advance the interests of our clients.

Among our professionals with close Republican ties are: the former General Counsel to the Republican National Committee; the General Counsel to the George W. Bush Presidential Campaign; the general counsel to the Presidential Inaugural Committee for George W. Bush; the general counsel to the National Republican Senatorial Committee and National Republican Congressional Committee; a former senior HUD official under the Reagan and Bush

administrations; the former chief of legislative affairs for (then Defense Secretary) Dick Cheney; and a former senior attorney for the Republican staff of the Senate Appropriations Committee, among others.

The following are among our attorneys and specialists with close Democratic ties: a former senator from Louisiana; the former Secretary of Transportation under President Clinton; a founding partner who has close relationships with the Democratic leadership of the U.S. House and Senate; the former Special Counsel to President Clinton; a former appropriations staffer for the chairman of the Senate Commerce-Justice-Science Appropriations Subcommittee; and several former aides to the chairman of the Senate Judiciary Committee and the Senate Foreign Operations Appropriations Committee.

9.6 Magazine and newspaper stories addressing Patton Boggs' public policy practice.

Attached are reprints of magazine and newspaper feature stories addressing Patton Boggs reputation in the public policy arena.

PRICING PAGE

1. Original Contract Period: Patton Boggs provides the following pricing for the original contract period.

- 1.1 \$7,000.00 firm, fixed price per month for consulting services as specified herein.
- 1.2 \$300.00 guaranteed not-to-exceed price per trip, per person (for travel from the offeror's place of business to Springfield, Missouri).
- 1.3 \$150.00 firm, fixed per diem, per person (which shall include all other travel-related expenses associated with providing consulting services in Springfield, Missouri).
- 1.4 Additional expenses. The following provides a list and a detailed estimate of additional expenses associated with the required services.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Documents/copying/courier</u>	<u>\$15.00</u>	<u>per month (average)</u>

Explanation: We will invoice Missouri State for costs in obtaining documents needed to advance Missouri State's agenda, and in reproducing documents which we use as part of our advocacy efforts.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Local Transportation</u>	<u>\$20.00</u>	<u>per month (average)</u>

Explanation: We will invoice Missouri State for taxicab costs for our travel to Congressional offices, executive branch agencies, and other offices in Washington, D.C.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Phone/fax</u>	<u>\$15.00</u>	<u>per month (average)</u>

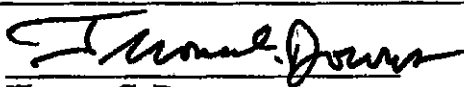
Explanation: We will invoice Missouri State for long distance telephone and fax transmission costs incurred in the course of the Missouri State representation.

PRICING PAGE (continued)

2. **Renewal Options:** The following provides the maximum percentage of price increase applicable to contract renewal options.

- 2.1 1st Renewal Period (7/1/09 through 6/30/10): 10% of original contract prices
- 2.2 2nd Renewal Period (7/1/10 through 6/30/11): 7.5% of 1st renewal period prices
- 2.3 3rd Renewal Period (7/1/11 through 6/30/12): 5% of 2nd renewal period prices
- 2.4 4th Renewal Period (7/1/12 through 6/30/13): 2.5% of 3rd renewal period prices

The offeror hereby affirms that the above pricing information is provided in accordance with the requirements, terms and conditions of this Request for Proposal.



Thomas C. Downs
Authorized Signature

Patton Boggs LLP
Company Name

Partner
Title

August 15, 2007
Date

October 11, 2007

Thomas C. Downs
(202) 457-5634
tdowns@pattonboggs.com

Mr. Dave Yurchak
Purchasing Office
Missouri State University
901 South National Avenue
Springfield, MO 65897

Re: Response of Patton Boggs LLP to Request for Proposal No. 3876-17

Dear Mr. Yurchak:

This letter replies to your correspondence dated October 11, 2007 concerning the response of Patton Boggs LLP to Missouri State University's Request for Proposal No. 3876-17.

Patton Boggs wishes to revise its Pricing Page information as contained in our response to RFP No. 3876-17. Specifically, with regard to the Renewal Option information set forth on page 43 of Patton Boggs' response, we would like to provide the following adjusted response to the RFP.

2. Renewal Options: The following provides the maximum percentage of price increase applicable to contract renewal options.
 - 2.1. 1st Renewal Period (7/1/09 through 6/30/10): 4% of original contract prices
 - 2.2. 2nd Renewal Period (7/1/10 through 6/30/11): 4% of 1st renewal period prices
 - 2.3. 3rd Renewal Period (7/1/11 through 6/30/12): 4% of 2nd renewal period prices
 - 2.4. 4th Renewal Period (7/1/12 through 6/30/13): 4% of 3rd renewal period prices

Should you have any questions, please contact me. We appreciate your consideration.

Sincerely,



Thomas C. Downs
for Patton Boggs LLP

cc: Paul Kincaid

PRICING PAGE

1. Original Contract Period: Patton Boggs provides the following pricing for the original contract period.

- 1.1 \$7,000.00 firm, fixed price per month for consulting services as specified herein.
- 1.2 \$300.00 guaranteed not-to-exceed price per trip, per person (for travel from the offeror's place of business to Springfield, Missouri).
- 1.3 \$150.00 firm, fixed per diem, per person (which shall include all other travel-related expenses associated with providing consulting services in Springfield, Missouri).
- 1.4 Additional expenses. The following provides a list and a detailed estimate of additional expenses associated with the required services.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Documents/copying/courier</u>	<u>\$15.00</u>	<u>per month (average)</u>

Explanation: We will invoice Missouri State for costs in obtaining documents needed to advance Missouri State's agenda, and in reproducing documents which we use as part of our advocacy efforts.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Local Transportation</u>	<u>\$20.00</u>	<u>per month (average)</u>

Explanation: We will invoice Missouri State for taxicab costs for our travel to Congressional offices, executive branch agencies, and other offices in Washington, D.C.

Type of Expense	Expense Estimate	Frequency of Expense
<u>Phone/fax</u>	<u>\$15.00</u>	<u>per month (average)</u>

Explanation: We will invoice Missouri State for long distance telephone and fax transmission costs incurred in the course of the Missouri State representation.

REQUEST FOR PROPOSAL NUMBER 3876-17

FROM: Missouri State University
Purchasing Office
901 South National Avenue
Springfield, MO 65897
Telephone: (417) 836-5260
Facsimile: (417) 836-6583

Date: July 16, 2007
Date and Time Returnable:
3:00 p.m., August 17, 2007
Buyer: Dave Yurchak
Telephone: (417) 836-5356
Page 1 of 13 plus the attached
Terms and Conditions

Dave Yurchak

TO: Patton Boggs LLP
Attn: Thomas C. Downs
2550 M Street NW
Washington, D.C. 20037

CONSULTING SERVICES

Contract Period: From January 1, 2008 through June 30, 2009

This document constitutes a request for competitive, sealed proposals from qualified offerors to provide consulting services as specified herein, in accordance with the requirements, terms and conditions of this Request for Proposal.

The offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Missouri State University, or when this document is countersigned by Missouri State University as a binding contract. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's proposal.

AUTHORIZED SIGNATURE <i>Thomas C. Downs</i>		PRINTED NAME Thomas C. Downs	TITLE Partner
COMPANY Patton Boggs LLP			DATE 8/15/07
MAILING ADDRESS 2550 M Street, NW			PHONE 202-457-6000
CITY Washington	STATE DC	ZIP CODE 20037	
FOR UNIVERSITY USE ONLY: ACCEPTED BY MISSOURI STATE UNIVERSITY AS FOLLOWS: The proposal of Patton Boggs LLP dated 8/15/07 plus the attached letter dated October 11, 2007, from Thomas C Downs pursuant to the terms and conditions of RFP #3876-17.			
BUYER <i>Dave Yurchak</i>		DATE 10-26-07	DIRECTOR <i>Quinn Wells</i>

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1. **Introduction:** This document constitutes a request for competitive sealed proposals from qualified individuals and organizations to provide consulting services for Missouri State University (hereinafter referred to as "the University") in accordance with the requirements, terms and conditions of this Request for Proposal (RFP).
2. **Purpose/Objective:** The purpose of this RFP is to establish a contract with a full-service, bipartisan government relations firm, with offices in the Washington, D.C., area to assist with the development and implementation of the University's federal relations strategy. The firm will work with the Office of Governmental Relations at the University and other key administrators to broaden the University's relationship with members of Congress and officials within the Administration. Day-to-day contact with the University will be coordinated through the Coordinator of Governmental Relations. The objective of the contract is to obtain federal funding for the University's programs and projects.
3. **Organization:** This document, referred to as a Request for Proposal (RFP), is divided into the following parts for the convenience of the offeror:
 - 3.1 Part One: Introduction and General Information
 - 3.2 Part Two: Scope of Work
 - 3.3 Part Three: General Contractual Requirements
 - 3.4 Part Four: Proposal Submission Information
 - 3.5 Pricing Page
 - 3.6 Attachment: Terms and Conditions of Request for Proposal
4. **General Information:**
 - 4.1 Missouri State University is a public, comprehensive university system with a mission in public affairs, whose purpose is to develop educated persons while achieving five goals: democratizing society, incubating new ideas, imagining Missouri's future, making Missouri's future, and modeling ethical and effective behavior. Missouri State is the second largest university in the third largest city in the fastest growing region of Missouri.
 - 4.2 The Missouri State University System includes a selective admissions campus in Springfield, a research campus in Mountain Grove, and an open admissions two-year institution in West Plains. The University has a total enrollment of approximately 21,000 students representing every county in Missouri, 47 states, and more than 81 foreign countries. Missouri State is diverse in its educational programs, offering more than 150 academic programs within 40 academic departments. Missouri State offers bachelors, masters, and specialist degrees, plus a cooperative doctorate and one stand-alone doctorate in Audiology. For more information about Missouri State University, visit the web site at www.missouristate.edu.
5. **Timetable:** For informational purposes only, offerors are advised that the University anticipates making an award recommendation to its Board of Governors on October 26, 2007.

PART TWO SCOPE OF WORK

1. **General Requirements:** The contractor shall provide consulting services as specified herein for Missouri State University (hereinafter referred to as "the University") in accordance with the requirements, terms and conditions of this Request for Proposal.
 - 1.1 It is the University's intent to contract with a single firm located in the Washington, D.C., area that can field a team to work with the University on its government affairs agenda to obtain federal funding for its programs and projects, as well as enhance opportunities in key areas of importance to the University.
 - 1.1.1 Contractor, may however, subcontract services upon the written approval of the University, with any subcontractor to be bound by the terms of this agreement, and without any additional cost to the University. The University shall have the right to approve any subcontractor personnel, and to decline any services proposed to be provided by a subcontractor.
 - 1.2 The contractor must provide governmental affairs services as part of a team approach with the University's Office of Government Relations and Office of the President.
 - 1.3 The contractor shall not represent any other Missouri four-year public higher education institution without the prior consent and approval of the University.
 - 1.4 The contractor understands and agrees that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.
2. **Specific Requirements:** The contractor must perform each of the following:
 - 2.1 Assist with creating a strong presence with the U.S. Congress and with appropriate Executive Branch Agencies, and work with them to help secure federal funding opportunities.
 - 2.2 Develop plans to secure support for and to obtain desired federal resources for the University's priority projects and programs.
 - 2.3 Identify and assist in affecting federal legislative changes that would create additional opportunities for the University to secure federal appropriations.
 - 2.4 Meet with and/or brief University officials as needed to apprise them of the current status of the University's federal objectives and to coordinate strategy to achieve those objectives.
 - 2.5 Draft relevant documents to promote the University's initiatives, including, but not limited to, appropriation request forms, letters, legislation, report language.

- 2.6 Review the University's research and academic programs with the Director of Governmental Relations and other University officials to identify those that have the greatest potential for federal support.
 - 2.7 Arrange meetings with selected governmental officials who are in positions to advance the University's priorities. Such officials should extend beyond the Missouri Congressional delegation and include Congressional leadership, especially leadership involved with the appropriations bills.
 - 2.8 Make at least one annual on-site visit to the University's campus in Springfield to confer with University officials about federal issues.
 - 2.9 Provide strategic advice on trends in federal funding, especially federal research funding.
 - 2.10 Monitor legislative and regulatory developments of importance to the University's agenda.
 - 2.11 Provide such other services as the University and the contractor may agree are necessary to achieve the University's federal objectives.
3. Confidentiality Requirements:
- 3.1 All reports, documentation, and material developed or acquired by the contractor as a result of a direct requirement specified in the contract shall become the property of the University. The contractor shall agree and understand that 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 and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University.
 - 3.2 The contractor must ensure the complete confidentiality of all data/information to which the contractor has access.
4. Substitution of Personnel:
- 4.1 The contractor shall understand and agree that in the event it becomes necessary to make a personnel substitution, the replacement individual shall possess equal or greater personnel qualifications than those specified for the applicable personnel classification in the contractor's originally accepted proposal. The contractor should provide at least a two-week advance notification to the University in the event the contractor must make a personnel substitution. The University shall have the right to accept the proposed substitute candidate or request additional resumes of other available consultants. The University reserves the right to then accept or reject any of the consultants offered to them by the contractor.
 - 4.2 In the event that contractor's current personnel become unavailable to the University under this agreement, and University does not agree to accept any substitute personnel, the University shall have the right to cancel this agreement on 60 days written notice without further obligation after the sixty day period.

5. Compliance with Laws: All services provided by contractor pursuant to this agreement shall be in compliance with all applicable laws and regulations, specifically those regarding lobbying and reporting. Contractor will complete and submit to all appropriate agencies and offices all required reports and accounting with regard to services provided. Contractor in the performance of this agreement will not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status or on any other basis protected by University policy or law, including Executive Order 11246, incorporated herein by reference.

PART THREE
GENERAL CONTRACTUAL REQUIREMENTS

1. **Contract Period:** The original contract period shall begin on January 1, 2008 and continue through June 30, 2009. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods (July 1 - June 30), or part thereof. In the event the contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.
2. **Contract Prices:** All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract for that period.
3. **Contract Documents:** The contract between the University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto (2) any amendments to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern.
4. **Amendments to Contract:** No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the University's Purchasing Office and incorporated in a written amendment to the contract approved by the University's Purchasing Office prior to the effective date of such modification.
5. **Contractor Liability:** The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. 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 assumes the obligation to save the University, and any agents or employees thereof, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University, and any agents or employees thereof, harmless for any negligent 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. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University.
6. **Indemnification:** The contractor shall defend, indemnify, and hold the University harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are incurred by any party as a result of services provided by the contractor pursuant to the contract, or insurance provided specifically in lieu of indemnification, in terms acceptable to the University.

7. Insurance Requirements:

- 7.1 The contractor must understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or the contractor's employees 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.
- 7.2 Therefore, the contractor must have and maintain, at the contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the contractor's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.
- 7.2.1 Commercial General Liability Coverage, comprehensive form, including product liability, with the following limits of liability:
- | | |
|------------------|-----------------------------|
| Bodily Injury: | \$2,000,000 each person |
| | \$2,000,000 aggregate |
| | \$5,000 medical each person |
| Property Damage: | \$2,000,000 each accident |
- 7.2.2 Automobile Public Liability and Property Damage with the following limits of liability:
- | | |
|------------------|---------------------------|
| Bodily Injury: | \$2,000,000 each person |
| | \$2,000,000 each accident |
| Property Damage: | \$2,000,000 each accident |
- 7.3 Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Board of Governors of Missouri State University, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.
- 7.4 The contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the contractor from carrying such other insurance as may be deemed necessary by the contractor for the operation of the contractor's business or for the benefit of the contractor's employees.
- 7.5 Notwithstanding any other provision of the contract to the contrary, no insurance procured by contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 *et seq.*, MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Governors, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Governors, officers or employees may be obligated to pay as damages. The contractor shall cause all policies of insurance related to this RFP to

be endorsed in accord with this subparagraph. The contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

8. Assignments: The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the express prior written consent of the University. Any assignee shall be bound by the terms and conditions of the contract, and the contractor shall require written agreement of such terms and conditions by any assignee.
9. Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the University. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
10. Bankruptcy or Insolvency: 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 must notify the University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
11. Waiver: The contractor must understand and agree that failure by the University to require performance by the contractor of any provision contained herein or in the contractor's proposal shall not be deemed a continuing waiver of such provision or a waiver of any other provision of the contract.
12. Communications and Notices: Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

**PART FOUR
PROPOSAL SUBMISSION INFORMATION**

1. **Offeror's Contacts:** All questions regarding the scope of work, procurement process, etc., must be directed to Dave Yurchak at (417) 836-5356. Offerors must not contact other employees of the University concerning this procurement.
2. **Submission of Proposals:** Proposals must be priced, signed, sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. A facsimile transmission is NOT an acceptable response to this RFP.
 - 2.1 **Copies of Proposals:** The offeror is requested to submit an original signature proposal and five (5) complete copies of the original signature proposal, for a total of six (6) complete proposals.
 - 2.2 **Open Records Law:** The offeror is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Open Records" law of the State of Missouri (RSMo 610.021). **Please do not include statements of confidentiality or proprietary information in your proposal. All proposals are required to become a matter of public record according to state law.**
3. **Official Position:** The offeror is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
4. **Evaluation Process:**
 - 4.1 **Proposal Evaluation:** Any contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for our purposes, of any and all proposals.

4.1.1	Cost	50%
4.1.2	Experience and Expertise	30%
4.1.3	Operating Approach/Method of Performance	10%
4.1.4	Additional Specified Qualifications	10%
 - 4.2 **Oral Presentation:** After an initial screening process, the offeror may be requested to give an oral presentation of the offeror's proposal to select University officials, if deemed necessary by the University, to clarify or verify the offeror's proposal and to develop a comprehensive assessment thereof. If an oral presentation is deemed necessary, the offeror will be so advised.

- 4.3 Negotiation: The University reserves the right to negotiate with selected offerors if deemed necessary and in the best interests of the University. Offerors are cautioned, however, that an award decision may be made without negotiation, based on the prices and terms of an offeror's original proposal.
- 4.4 Offeror's Responsibility: The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the offeror's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.
- 4.5 Errors/Omissions: The offeror shall be solely responsible for errors or omissions in the offeror's proposal. Offerors may not revise or withdraw submitted proposals after the stated time and date for the receipt of proposals. Revisions to the offeror's original proposal will only be allowed if specifically requested by the University as part of the negotiation process.
- 4.6 Conformity with Specifications: Any deviations from the requirements of this Request for Proposal must be set forth in detail as part of the offeror's proposal. The University may, at its sole discretion, waive minor informalities or irregularities that do not materially affect the overall proposal.
- 4.7 Specification Interpretation: In the event of a difference of opinion between the offeror and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.
- 4.8 Contract Award: Any contract award resulting from this RFP will be made only by written authorization from the University's Purchasing Office and shall be subject to approval by the University's Board of Governors. The University reserves the right to not award a contract if deemed in the best interests of the University.
5. Proposal Organization: Proposals should be prepared as simply as possible and should provide a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. To facilitate evaluation of the offeror's proposal by the University, ***offerors are strongly encouraged to provide a point-by-point response to each item identified herein.*** Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, etc., of the proposal should be numbered and clearly labeled. The proposal should be organized into a single volume with sections that correspond with the main headings and subject areas identified herein. All material and information related to each identified section should be included in each such section, and all documentation that comprises the offeror's proposal should be bound in a single volume. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the offeror's proposal.
6. Pricing Requirements: The offeror must provide pricing information as specified on the Pricing Page of this Request for Proposal. Any cost and/or pricing data submitted by the offeror or related to the offeror's proposal shall be subject to evaluation if deemed in the best interests of the University. Percentages of increase quoted for renewal periods will also be considered.

7. **Experience and Expertise:** The experience of the offeror's organization and the expertise of proposed personnel will be considered in the evaluation process. Therefore, the offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this Request for Proposal. As a minimum, the offeror should provide the following information related to this evaluation criterion:
- 7.1 The name of the firm/company/individual(s) submitting the proposal, as well as the name and title of the individual who is authorized to contractually bind the offeror.
 - 7.2 The experience of the firm and applicable personnel relative to each of the following:
 - 7.2.1 Experience working with House and Senate Appropriations Committees including background at the federal level with NFP institutions and the grant/research earmark process within the appropriations process.
 - 7.2.2 Experience working with the Missouri Congressional delegation, relevant authorizing committees, and Executive Branch agencies.
 - 7.3 A list of past and current clients who are similar in size, scope, and mission to Missouri State University. The offeror should describe demonstrated success in securing federal support for institutions of high education.
 - 7.4 The name and address of at least three (3) clients and the name and telephone number of a contact person who may be contacted as a reference.
 - 7.5 Biographical information on the offeror and on the personnel who will be providing services to the University under the terms of the contract.
 - 7.6 The offeror's web site address, if applicable.
8. **Proposed Method of Performance:** Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of this RFP, including the availability of personnel to provide the required services. Therefore, the offeror should present a written narrative that demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and should be limited to facts, solutions to problems, and plans of proposed action.
9. **Additional Qualifications:** Additional qualifications considered of importance and which will be helpful in the evaluation of the offeror's proposal include, but are not limited to: Direct knowledge of Missouri State University, its mission, culture, administration, and experience in its programs; background in agriculture; familiarity with the Missouri public higher education system; and knowledge of the economy and demographics of southwest Missouri. Therefore, the offeror is encouraged to provide any relevant information pertaining to these areas that should be considered in evaluating the offeror's proposal.

PRICING PAGE

The offeror must provide pricing information in the manner requested on this Pricing Page to provide consulting services in accordance with the requirements, terms and conditions of this Request for Proposal.

1. **Original Contract Period:** The offeror must provide pricing as requested below for the original contract period.

- 1.1 The offeror must state a firm, fixed price per month to provide the range of services necessary to meet the objectives set forth in this RFP.

\$ _____ firm, fixed price per month for consulting services as specified herein

- 1.2 The offeror must state a guaranteed not-to-exceed price per trip, per person for travel from the offeror's place of business to Springfield, Missouri.

\$ _____ guaranteed not-to-exceed price per trip, per person

- 1.3 The offeror must state a firm, fixed per diem, per person which shall include all other travel-related expenses associated with providing consulting services in Springfield, Missouri.

\$ _____ firm, fixed per diem, per person

- 1.4 The offeror must provide a list and a detailed estimate of any additional expenses associated with the required services, to include anticipated frequency. The offeror must also provide an explanation as to how and under what circumstances such additional expenses will be charged to the University.

Type of Expense	Expense Estimate	Frequency of Expense
_____	\$ _____	_____

Explanation: _____

Type of Expense	Expense Estimate	Frequency of Expense
_____	\$ _____	_____

Explanation: _____

PRICING PAGE (continued)

Type of Expense	Expense Estimate	Frequency of Expense
_____	\$ _____	_____

Explanation: _____

Type of Expense	Expense Estimate	Frequency of Expense
_____	\$ _____	_____

Explanation: _____

2. **Renewal Options:** The offeror must indicate below the maximum percentage of price increase applicable to contract renewal options. If a percentage is not provided, the University shall have the right to execute the renewal option at the same prices quoted above for the original contract period.

2.1 1st Renewal Period (7/1/09 through 6/30/10): _____ % of original contract prices

2.2 2nd Renewal Period (7/1/10 through 6/30/11): _____ % of 1st renewal period prices

2.3 3rd Renewal Period (7/1/11 through 6/30/12): _____ % of 2nd renewal period prices

2.4 4th Renewal Period (7/1/12 through 6/30/13): _____ % of 3rd renewal period prices

The offeror hereby affirms that the above pricing information is provided in accordance with the requirements, terms and conditions of this Request for Proposal.

_____	_____
Authorized Signature	Company Name
_____	_____
Title	Date

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

I. TERMINOLOGY/DEFINITIONS

1. Closing Date and Time or Date and Time Returnable means the deadline required for the physical receipt of proposals by the Purchasing Office.
2. Request for Proposal (or RFP) means the procurement document issued by the Purchasing Office to potential offerors for the purchase of equipment, supplies, and/or services as described in the RFP document. The definition includes these Terms and Conditions as well as any other Attachments and Amendments to the RFP.
3. Must and Shall mean that a certain feature, component, or action is mandatory. Failure to comply will result in rejection of the proposal.

II. OPEN COMPETITION/RFP DOCUMENT

1. It is the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Office if any language, specifications, or requirements of the RFP appear to inadvertently restrict or limit the requirements of the RFP to a single source. Any and all communication from offerors regarding the RFP and the procurement process must be directed to the Buyer identified on the first page of the RFP. Such communication should be received at least five calendar days prior to the official Proposal Close Date.
2. The Purchasing Office reserves the right to officially modify or cancel the RFP after issuance. Offerors will be notified of any such modification or cancellation by issuance of an addendum from the Purchasing Office.

III. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which could create such a conflict.

IV. PREPARATION OF PROPOSALS

1. Failure to carefully examine the RFP and all terms and conditions related thereto will be at the Offeror's risk.
2. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
3. Proposals lacking any written indication of intent to offer an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFP.
4. All equipment and supplies offered must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
5. Prices quoted by the offeror must remain valid for a minimum of ninety (90) days from the date of proposal opening. If the proposal is accepted, prices shall remain firm for the specified period.

V. SUBMISSION OF PROPOSALS

1. Proposals must be signed by a duly authorized representative of the offeror's organization and must contain all necessary information in the manner required by the RFP.
2. The sealed envelope or package containing a proposal should be clearly marked with the official RFP number and the Proposal Close Date. Proposals for different RFPs should not be placed in the same envelope.
3. A proposal may only be modified or withdrawn (1) by signed, written notice received by the Purchasing Office prior to the

Proposal Close Date and Time or (2) in person by the offeror or its authorized representative, provided proper identification is presented before the Proposal Close Date and Time. Telephone requests to withdraw or modify a proposal will not be honored.

4. Offerors must, as a minimum, sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so will result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

VI. PROPOSAL OPENING

1. All proposals will be opened at 3:00 p.m. on the date indicated. Prices will not be made available at that time and will not be made public until the evaluation is complete and an award is made.
2. It is the offeror's sole responsibility to ensure that the proposal is delivered to the Purchasing Office by the Proposal Close Date and Time. If the Purchasing Office is officially closed on the Proposal Close Date, proposals will be accepted until 3:00 p.m. the next official work day and will be opened at that time.
3. Proposals which are not received by the Purchasing Office prior to the Proposal Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late proposals will not be opened.

VII. EVALUATION/AWARD

1. An award will be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the best proposal, price and other factors considered.
2. The right is reserved, as the interests of the University may require, to reject any or all proposals and to waive any minor informality or irregularity in proposals received. The Purchasing Office reserves the right to request written clarification of any portion of the offeror's response if deemed necessary in order to verify the intent of the offeror.
3. The University reserves the right to make awards on an item by item basis, or on an "all or none" basis, as applicable, if deemed in the best interests of the University.
4. Any award shall be made only by written notification from the Purchasing Office.
5. All proposals and associated documentation received on or before the Proposal Close Date and Time will be considered open records pursuant to Section 610.021 RSMo.

VIII. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
2. The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

IX. DELIVERY, INSPECTION, AND ACCEPTANCE

1. Delivery of equipment, supplies, and/or services must be made no later than the time stated in the contract, or within a reasonable period of time if a specific time is not stated.
2. No equipment, supplies, and/or services received pursuant to the contract shall be deemed accepted until the University has had reasonable opportunity to inspect the same.

DELIVERY, INSPECTION, AND ACCEPTANCE

(Continued from other side)

3. All equipment, supplies, and/or services which do not comply with the RFP specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
4. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
5. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

X. CANCELLATION OF CONTRACT

1. In the event of material breach of contractual obligations by the contractor, the University may cancel the contract. If the contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
2. If the University cancels the contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.
3. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

XI. WARRANTY

1. The contractor expressly warrants that all equipment, supplies, and/or services provided will (1) conform to each and every specification, drawing, sample or other description provided as part of the RFP, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
2. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of, or payment for, said equipment, supplies, and/or services.

XII. APPLICABLE LAWS AND REGULATIONS

1. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
2. 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, the provision shall be void and unenforceable. The balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
3. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be required by law or regulation.
4. The contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

XIII. INVOICING AND PAYMENT

1. Payment for all equipment, supplies, and/or services required herein will be made in arrears.

2. Invoices must be directed to the Purchasing Office and must include the contract number or purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.
3. Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.
4. The University does not pay state or federal taxes unless otherwise required by law or regulation.
5. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to rejection by the University and shall be returned at the contractor's expense.
6. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

XIV. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

XV. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors must comply with and be responsible for all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVI. REQUIREMENTS FOR PRIME CONTRACTORS AND SUBCONTRACTORS

1. Each prime contractor and subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, that any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.
2. Facilities provided for employees must be provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result.

(Revised 5/05)