Office of Procurement Services
901 South National Avenue
Springfield, MO 65897
Telephone: 417.836.5260
Facsimile: 417.836.6583

REQUEST FOR PROPOSAL NUMBER 6071-31

CONSULTING SERVICES

Governmental Affairs Services Support at the Federal Level
Contract Period: July 1, 2013 through June 30, 2014

Date and Time Returnable: 3:00 p.m. on October 31, 2012

Buyer: Dave Yurchak **Telephone:** 417.836.5356 **E-Mail:** daveyurchak@missouristate.edu

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.

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. Offeror further agrees that the language of this document shall govern in the event of a conflict with the proposal.

Company Name: Patton Boggs LLP			Date: 10/26/12
Mailing Address: 2550 M St., NW			Telephone: (202) 457-5634
City: Washington	State: DC	Zip Code: 20037	Facsimile: (202) 457-6315
Email: tdowns@pattonboggs.com			
Printed Name: Thomas C. Downs	Authorized Signature: [signature]		Title: Partner

For University Use Only:
Accepted by the Missouri State University as Follows:

Contract Number: C6071-1

The proposal of Patton Boggs LLP, dated 10/26/12, plus the attached email dated March 1, 2013 by Tom Downs which revises out year escalation to 0%, all pursuant to the terms and conditions of RFP #6071-31.

Buyer	Director	Date
[signature]	[signature]	3-21-13

Yurchak, David J

From: Downs, Tom <TDowns@PattonBoggs.com>
Sent: Friday, March 01, 2013 3:10 PM
To: Yurchak, David J
Cc: Kincaid, Paul K
Subject: RFP #6071-31

Dear Dave:

On behalf of Patton Boggs, I would like to propose that we change our pricing proposal in response to RFP #6071-31 to stipulate that the fee of $8,000 per month not be subject to annual increases over the five-year contract period.

Thank you for your consideration. Please let me know if you have any questions or if you would like to discuss this matter.

Tom Downs

Thomas C. Downs
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037
(202) 457-5634 (phone)
(202) 457-6315 (fax)
tdowns@pattonboggs.com

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PATTON BOGGS LLP
ATTORNEYS AT LAW

Missouri State University
Consulting Services
Request for Proposal Number 6071-31

Response of Patton Boggs LLP

Presented to:

Mr. Dave Yurchak
Senior Buyer
Office of Procurement Services
Missouri State University
901 South National Avenue
Springfield, MO 65897

Presented by:

Thomas C. Downs
Partner
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037

October 26, 2012

PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037
202-457-6000

Facsimile 202-457-6315
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October 26, 2012

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

Mr. Dave Yurchak
Senior Buyer
Office of Procurement Services
Missouri State University
901 South National Avenue
Springfield, MO 65897

Dear Mr. Yurchak:

On behalf of Patton Boggs LLP, I am honored to provide this proposal to represent Missouri State University in response to Request for Proposal # 6071-31, Consulting Services. Having maintained an office in Washington, D.C. for the past 50 years, Patton Boggs has built the most successful and highly acclaimed government relations practice in the nation. We are proud of our representation of Missouri State University over the past five years, and we would be honored to serve the university's interests in the future.

Our firm has expertise in representing higher education institutions and in working with Congress, the White House and federal departments and agencies in leveraging funding and support for our clients. Patton Boggs has extensive experience working with the Missouri Congressional delegation and with the authorization and appropriations committees.

As the nation's number one ranked government relations firm, Patton Boggs is uniquely qualified to assist Missouri State. Despite the difficult budgetary climate in Washington, D.C., we are achieving funding successes for our clients. We are excited about the potential to achieve victories for Missouri State and raise the university's profile in the years ahead.

I am the lead Patton Boggs contact for this solicitation, and am authorized to negotiate agreements on behalf of Patton Boggs. Thank you for your consideration.

Sincerely,

Thomas C. Downs

Thomas C. Downs
Partner

Enclosure: Patton Boggs' response to RFP 6071-31

RESPONSE OF PATTON BOGGS LLP TO MISSOURI STATE UNIVERSITY REQUEST FOR PROPOSAL NUMBER 6071-31; 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. 6071-31 ("RFP"). We are enthusiastic about the opportunity to continue to assist Missouri State in seeking legislative authorization, appropriations, executive agency grants, 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 ranked as the number one public policy and government firm in the nation. We have experience dealing with virtually every legislative and executive branch office.
- We have established a successful track record of obtaining funding for universities, including Missouri State.
- Our professionals extremely well qualified to represent Missouri State.
- We have close ties with the Missouri Congressional delegation.

We are excited about the prospect of continuing to work with you, 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 provide 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. Chambers USA ranks 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. Our 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 We will establish a strong Missouri State presence in Washington.
Patton Boggs 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.

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.

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.

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 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.

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.

Patton Boggs will be available to make at least one annual visit to Missouri State's campus facilities 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.

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.
- 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.

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. Termination.

Patton Boggs understands and agrees with the statement regarding termination.

7. Indemnification.

Patton Boggs understands and agrees with the statement regarding indemnification.

8. Insurance Requirements.

Patton Boggs understands and agrees with the paragraphs addressing insurance requirements. As required by RFP Part Three, ¶8.3, p. 7, Patton Boggs will furnish written evidence of insurance coverage before or upon award of the contract.

9. Assignments.

Patton Boggs understands and agrees with the statement regarding assignments.

10. Contractor Status.

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

11. Bankruptcy or Insolvency.

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

12. Waiver.

Patton Boggs understands and agrees with the statement regarding waiver.

13. Communications and Notices.

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

14. Employment of Unauthorized Aliens Prohibited.

Patton Boggs understands and agrees with the statement regarding the prohibition on employment of unauthorized aliens under Missouri law.

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 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.

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. Notably, our attorneys have closely worked with Senator Roy Blunt (R-MO), Senator Claire McCaskill (D-MO), Representative Billy Long (R-MO) and Representative Jo Ann Emerson (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 will 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.

- 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 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.

- 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.

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. Patton Boggs attorneys include the former Secretary of Transportation (Clinton Administration), Administrator of the Federal Highway Administration (Clinton Administration), 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
American University in Cairo
American University of Rome
Andrews University
Arkansas State University
Association of American Medical Colleges
Barat College
Boston University
California Community College
California State University
City University of New York
Cornell University
Duke University
Emory University
Garden City Community College
George Mason University
George Washington University Hospital
Georgetown University
Georgetown University Law Center
Johns Hopkins University
Landsdowne College
Lehigh University
Loyola College of Maryland
Loyola University of Louisiana
Makerere University
Morgan State University
National Association of Independent Colleges
Nova Southeastern University
Oakwood College
Regent University
Rockhurst College
Southern Methodist University
Southwest Texas University
St. Louis University
Strayer Business College
Strayer College
Temple University
Trustees of State Colleges in Colorado
University of Alberta Law School
University of Arizona
University of Colorado (Denver)
University of Colorado (Boulder)
University of Hawaii
University of Maryland
University of Michigan
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 $12 million in appropriations for a variety of projects to benefit the Virginia Community College System.
- 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.

Dr. Brenda Hellyer, Chancellor, San Jacinto College; Telephone: (281) 998-6150; Email: Brenda.Hellyer@sjcd.edu

Dr. Roger Stough, Vice President for Research and Economic Development, George Mason University; Telephone: (703) 993-2281; Email: rstough@gmu.edu

Ms. Teri Geiger, Director of Government Relations, Ohio University; Telephone: (800) 768-3578; Email: geigert@ohio.edu

Dr. Marshall Banks, Professor of Physical Education and Recreation, Howard University; Telephone: (202) 806-7150; Email: marshallbanks@comcast.net

Dr. Stanley Komacek, Dean of the School of Graduate Studies, California University of Pennsylvania; Telephone: (724) 938-4407; Email: Komacek@calu.edu

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

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; Abu Dhabi, UAE; New York City; Newark, New Jersey; Denver, Colorado; Dallas, Texas; 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 27 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 17 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, San Jacinto College, Lyndon State College, California University of Pennsylvania, Nova Southeastern University, Shepard Broad Law Center, and Vermont Law School on Congressional appropriations, grants and Executive Branch matters. Additionally, he has represented municipal governments in Florida, Louisiana, Maryland, 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 second 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:

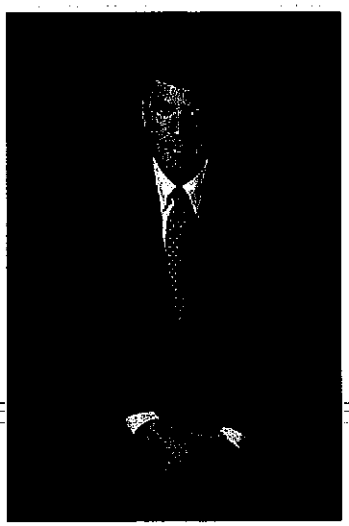
Sarah G. Vilms assists a variety of clients on appropriations and other public policy matters, including colleges and universities. She has been a member of the team for representation of the Virginia Community College System, Nova Southeastern University, and Shepard Broad Law Center. Sarah previously worked in the U.S. Senate.

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.

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.



Thomas C. Downs
Partner
Washington DC Office
202.457.5634
tdowns@pattonboggs.com

Practice Areas

Appropriations
Municipal Representation
Public Policy and Lobbying

Education

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

Bar Admissions

District of Columbia

Thomas C. Downs

Experience

Thomas Downs handles high-profile public policy and government relations matters involving Washington representation of educational institutions, state and local governments, corporations and nonprofit organizations. He focuses on Congressional legislation, appropriations, competitive and discretionary grants and partnerships involving the federal government.

In his public policy and government relations work, Mr. Downs draws on more than a decade of experience on Capitol Hill, where he served as chief of staff and senior legislative aide for members of Congress, including Appropriations Committee members. He employs creative and innovative approaches in representing clients before the federal legislative and executive branches. Mr. Downs has led a variety of successful public policy initiatives on behalf of Patton Boggs clients, including the matters highlighted below.

Representative Matters

- *Representation of Educational Institutions*: Represented Missouri State University, Nova Southeastern University, Wake Forest University, California University of Pennsylvania, Lyndon State College, the Virginia Community College System, San Jacinto College, and Vermont Law School. He has obtained federal funds to improve learning systems and educational programs for colleges and universities, community colleges, K-12 school systems and nonprofit educational organizations.
- *Public Entity Representation*: Tom Downs has 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 on behalf of municipalities in California, Florida, Georgia, Louisiana, Maryland, Texas and Virginia.
- *Transportation*: Obtained legislative authorization and appropriations for highway construction and highway interchange reconstruction projects, transit system expansion, intelligent transportation systems and other transportation and infrastructure improvements.
- *Youth and Family Service*: Led public policy efforts and secured appropriations on behalf of national, regional, faith-based and community organizations that serve at-risk youth and families through treatment, counseling, mentoring and other services.

Colonel John C. Garrett
Senior Defense Policy Advisor
Washington DC
202.457.5207
jgarrett@pattonboggs.com

Practice Areas

Homeland Security, Defense and Technology Transfer
International Practice
Public Policy and Lobbying

Education

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

Colonel John C. Garrett

Experience

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 requirements and then developing comprehensive capability statements that communicate that the client provides the best value and is best able to meet government needs.

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.

Col. Garrett assists clients in a variety of issues regarding export control and licensing with the Directorate of Defense Trade Controls and with the Departments of Defense, State, and Commerce. He regularly facilitates and expedites clients' export license applications for defense and security related articles and technologies. He has successfully argued and prevailed with policy makers at these agencies in removing presumptions of license denial for several countries to whom our clients now export millions of dollars in merchandise.

Col. Garrett works with foreign sovereign governments and their embassies in the planning and implementation of political, security, and business strategies and with the U.S. government and with commercial businesses and investment entities to achieve these strategies.

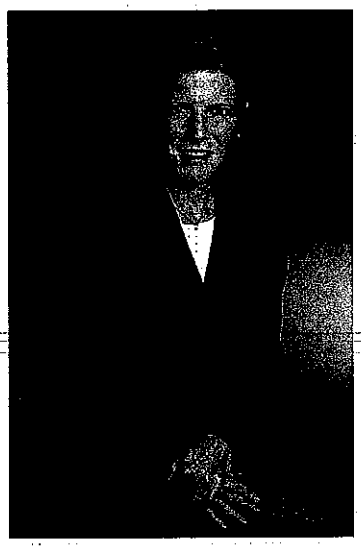
In conjunction with Patton Boggs' vast network of international contacts, Col. Garrett develops joint venture partnerships and other relationships in virtually all fields of commercial endeavor, to include security/defense, infrastructure, and logistics.

Publications, Speeches, Presentations

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 frequent speaker and panelist on homeland security, Iraq reconstruction, and national security at conferences and seminars throughout the country.



Sarah Groothuis Vilms
Public Policy Advisor
Washington DC
202.457.5248
svilms@pattonboggs.com

Practice Areas

Appropriations
Government Contracts
Transportation and Infrastructure

Education

UNC University, B.A., 1993

Sarah Groothuis Vilms

Experience
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 16 years in health care, environmental, education, technology 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, working with more than 25 federal and state agencies.

Before joining Patton Boggs, Ms. Vilms was the mergers and acquisitions specialist for the Health Care Advisory Board, where she analyzed 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

- *Representation of Municipalities*: Sarah Vilms provides federal funding and policy advocacy on behalf of cities and counties. She has represented the City of San Antonio, Bexar County, and the City of Pharr, among others.
- Legislative representation concerning Congressional appropriations.
- Government contracts identification and response assistance; Federal grants identification and assistance.
- Legislative and Executive Branch representation of clients concerning tech and bio-tech, health care IT, educational technologies, environmental funding, transportation issues, sporting interests, at-risk youth, non-profit causes 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.

Pamela Welsh

Pamela Welsh
Public Policy Advisor
Washington DC
202.457.6493
pwelsh@pattonboggs.com

Practice Areas

Public Policy and Lobbying
Municipal Representation
Appropriations

Education

Eastern Michigan University, B.S., 1992

Experience

Pamela 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.

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 – in preparation for a possible return to the practice of earmarking appropriations bills. 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 proud of our accomplishments in representing Missouri State over the course of the past five years. We have assisted in raising the profile of Missouri State on a national level, leveraging federal funding for the university in such areas as agricultural research programs, transportation improvements, economic development and health care workforce training, among other areas. Even in the absence of earmarks, we were

pleased that the FY 2012 appropriations enacted for non land grant colleges of agriculture recently resulted in grants for Missouri State.

We appreciate Missouri State's emphasis on public affairs as a theme cutting across all academic disciplines. We find this approach 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.

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 healthcare infrastructure at Missouri State's West Plains Campus.

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 been successful in helping to obtain an EDA grant for Missouri State's renovation of the former Willowbrook building, part of the IDEA Commons initiative.

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, and an open space protection program.

9.2 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: a Republican senator from Mississippi who is the former Senate Majority Leader; 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.

PRICING PAGE

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

A. $8,000.00 firm, fixed price per month for consulting services as specified herein.

B. $300.00 guaranteed not-to-exceed price per trip, per person (for travel from the offeror's place of business to Springfield, Missouri).

C. $150.00 firm, fixed per diem, per person (which shall include all other travel-related expenses associated with providing consulting services in Springfield, Missouri).

D. 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
Documents/copying/courier	$5.00	per month (average)

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
Local Transportation	$10.00	per month (average)

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
Phone/fax	$5.00	per month (average)

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

Yurchak, David J

From: Downs, Tom <TDowns@PattonBoggs.com>
Sent: Friday, March 01, 2013 3:10 PM
To: Yurchak, David J
Cc: Kincaid, Paul K
Subject: RFP #6071-31

Dear Dave:

On behalf of Patton Boggs, I would like to propose that we change our pricing proposal in response to RFP #6071-31 to stipulate that the fee of $8,000 per month not be subject to annual increases over the five-year contract period.

Thank you for your consideration. Please let me know if you have any questions or if you would like to discuss this matter.

Tom Downs

Thomas C. Downs
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037
(202) 457-5634 (phone)
(202) 457-6315 (fax)
tdowns@pattonboggs.com

DISCLAIMER: This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy, or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (202) 457-6000 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Thank you. This e-mail and all other electronic (including voice) communications from the sender's firm are for informational purposes only. No such communication is intended by the sender to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed unless otherwise specifically indicated. To learn more about our firm, please visit our website at http://www.pattonboggs.com.

PRICING PAGE (continued)

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

   A. 1st Renewal Period (7/1/014 through 6/30/15): 10% of original contract prices

   B. 2nd Renewal Period (7/1/15 through 6/30/16): 7.5% of 1st renewal period prices

   C. 3rd Renewal Period (7/1/16 through 6/30/17): 5% of 2nd renewal period prices

   D. 4th Renewal Period (7/1/17 through 6/30/18): 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 26, 2012 Date

EXHIBIT A
AFFIDAVIT OF WORK AUTHORIZATION

Comes now Thomas C. Downs (NAME) as Partner (OFFICE HELD) first being duly sworn on my oath, affirm Patton Boggs LLP (COMPANY NAME) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 6071-31 (BID NUMBER/SERVICE) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I also affirm that Patton Boggs LLP (COMPANY NAME) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 6071-31 _____ (BID NUMBER/SERVICE) for the duration of the contract, if awarded.

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

Thomas C Downs
Signature (person with authority)

THOMAS C. DOWNS
Printed Name

Partner
Title

3/11/13
Date

Subscribed and sworn to before me this 11 (DAY) of March, 2013 (MONTH, YEAR). I am commissioned as a notary public within the County of Washington DC (NAME OF COUNTY), State of Washington DC (NAME OF STATE), and my commission expires on 7/31/2014 (DATE).

Lorna J. Shingleton
Signature of Notary

March 11, 2013
Date

Lorna J. Shingleton
Notary Public, District of Columbia
My Commission Expires 7/31/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Patton Boggs LLP
2550 M Street, N.W.
Washington DC 20037-1350 USA

COVERAGES **CERTIFICATE NUMBER:** 570047753990 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Prod-Comp/Op Incl In Genl Agg GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			35764614 Package Policy	10/01/2012	10/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			74986701 Automobile Policy	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			93630074 Umbrella Policy	10/01/2012	10/01/2013	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71721244 Workers' Compensation Pol	05/01/2012	05/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of insurance coverage in force.

CERTIFICATE HOLDER

Patton Boggs LLP
2550 M Street NW
Washington DC 20037 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570047753990

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REQUEST FOR PROPOSAL (RFP)

Dated October 3, 2012 (14 pages)

Office of Procurement Services
901 South National Avenue
Springfield, MO 65897
Telephone: 417.836.5260
Facsimile: 417.836.6583

REQUEST FOR PROPOSAL NUMBER 6071-31

CONSULTING SERVICES

Governmental Affairs Services Support at the Federal Level
Contract Period: July 1, 2013 through June 30, 2014

Date and Time Returnable: 3:00 p.m. on October 31, 2012

Buyer: Dave Yurchak **Telephone:** 417.836.5356 **E-Mail:** daveyurchak@missouristate.edu

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.

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. Offeror further agrees that the language of this document shall govern in the event of a conflict with the proposal.

Company Name			Date
Mailing Address			Telephone
City	State	Zip Code	Facsimile
Email			
Printed Name	Authorized Signature		Title
For University Use Only: Accepted by the Missouri State University as Follows:		**Contract Number:**	
Buyer	Director		Date

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(s):
   #1 - Terms and Conditions of Request for Proposal
   #2 - Affidavit of Work Authorization, Exhibit A

4. General Information:

   4.1 Missouri State University is a public, comprehensive metropolitan system with a statewide mission in public affairs, whose purpose is to develop educated persons. The University's identity is distinguished by its public affairs mission, which entails a campus-wide commitment to foster experience and responsibility in ethical leadership, cultural competence and community engagement.

   4.2 Founded in 1905, 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. Missouri State also has a campus in Dalian, China. The official system enrollment in 2011 was 22,866. The students come from throughout Missouri and the United States, as well as more than 80 other countries. Missouri State offers bachelor's, master's and a select number of clinical doctorate degrees. The University offers a choice of 85+ undergraduate majors leading to 185+ academic options and opportunities and 45+ graduate programs. Another distinguishing characteristic of the University is IDEA Commons, an urban innovation park located in downtown Springfield, which is anchored by the Roy Blunt Jordan Valley Innovation Center that brings together corporations, the University, lofts, non-profits and retail space. 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 December14, 2012.

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 that has offices 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 July 1, 2013 and continue through June 30, 2014. 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 as Attachment #1 (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. Termination: The University reserves the right to terminate the contract at any time, without penalty or recourse, by giving the contractor written notice of such termination at least sixty (60) calendar days prior to the effective date of termination. Termination of the contract shall not effect the right of either party to any sums owing or owed as of the date of termination. Neither party shall be liable for the performance of any obligations under the contract subsequent to the date of contract termination.

7. 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.

8. Insurance Requirements:

8.1 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.

8.2 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.

8.2.1 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

8.2.2 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

8.3 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.

8.4 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.

8.5 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Employment of Unauthorized Aliens Prohibited: Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. For more information about RSMo 285.530, please visit http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM

As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Enrollment in the E-Verify Federal Work Authorization Program is recommended. For more information about the E-Verify process, please visit: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. "Affidavit of Work Authorization", Exhibit A is attached. See Attachment #2.

Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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 four (4) complete copies of the original signature proposal, for a total of five (5) 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 (7/1/14 through 6/30/15): _____% of original contract prices

   2.2 2nd Renewal Period (7/1/15 through 6/30/16): _____% of 1st renewal period prices

   2.3 3rd Renewal Period (7/1/16 through 6/30/17): _____% of 2nd renewal period prices

   2.4 4th Renewal Period (7/1/17 through 6/30/18): _____% 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 – Attachment #1 - (Page 1 of 2)

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) **Atch #1 - (Page 2 of 2)**

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)