# **CLARK HILL**

# RESPONSE TO WAYNE STATE UNIVERSITY REQUEST FOR PROPOSAL FOR FEDERAL RELATIONS LOBBYING AND CONSULTING SERVICES



Kimberly Tomaszewski
Senior Buyer
WAYNE STATE UNIVERSITY
5700 Cass Avenue
4<sup>th</sup> Floor – Suite 4200
Detroit, MI 48202

SUBMITTED BY:
Reginald M. Turner
Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, MI 48226
313-965-8300
rturner@clarkhill.com
May 10, 2013

# **Table of Contents**

Clark Hill Firm Overview	2
Clark Hill Experience	5
Clark Hill Team	8
Schedule	16
Proposed Fee	18
	Clark Hill Firm Overview  Clark Hill Experience  Clark Hill Team  Approach  Schedule  W/MBE Commitment  Proposed Fee

#### A. Firm Overview

Clark Hill PLC is an entrepreneurial full service law and professional services firm serving clients in all areas of business legal services, government and public affairs and personal legal services. Our experienced attorneys and other professionals consistently deliver client-centered solutions. Clark Hill clients expect the best, and we deliver by responding quickly to their needs, understanding their business issues, and providing outstanding legal and governmental affairs advice. Since 1890, our firm has proudly represented a diverse range of clients from individuals and new entities to Fortune 500 corporations. These are just a few of the reasons why our firm is repeatedly chosen and recommended by our clients.

In order to better serve our clients and our community, our firm lives by our four guiding principles - our "DNA."

## Why Clark Hill?

We pride ourselves on our ability to listen, understand, and act on our clients' wishes. As our first priority, we make sure we know what each client is looking for in our business relationship. We tailor our approach to the needs of each individual client, which allows us to deliver uncompromising, first-rate service and value to a broad range of clients. With our local, regional, and global reach, we offer our clients solutions and unique perspectives that they are unable to find anywhere else.

## Responsive

Clark Hill clients know that they can always expect timely, accurate and effective solutions to the challenges and opportunities presented for Clark Hill to address. We respond to client inquiries within 24 hours, using our internal rapid-response system that provides us access to information for every client need. With digital technology, "electronic brainstorming," and other tools at our disposal, we are always ready to respond when clients need us.

#### Experienced

At Clark Hill, we make it our business to know your business. In today's fast-paced business environment, we know that clients rely on our expertise, not only to understand existing challenges, but also anticipate new ones. We want our clients to be prepared, and, as a result, we spend a lot of time in preparation. That's why our team has a front-end process that helps us identify the full scope of challenges involved in every governmental affairs matter that comes our way. We learn the day-to-day operations of each client so that we can provide them with the best, most-informed governmental affairs council available anywhere.

#### **Predictable**

We understand that one size does not fit all. And we also understand that clients need to know the cost of governmental affairs services up front. That's why our firm offers a variety of customized billing options designed to meet the needs of each individual client, including fixed, hourly, or retainer billing arrangements. Here at our firm, we also understand budgets and the need to avoid unexpected costs; that's why we always consult with clients before we begin providing governmental affairs services. We evaluate what each client needs, and assign the right professionals to get the job done.

#### **Innovative**

In today's rapidly-changing business environment, a generic, cookie-cutter approach is never in anyone's best interest. That's why we tailor our approach to fit the needs of each individual client. With our full-service firm and qualified team of professionals, we offer convenience and value while providing creative, practical considerations for every scenario. Based on feedback from clients, we have designed an approach that offers the best possible service to individuals and companies.

With our commitment to leading-edge technologies, we have a number of tools readily available to help us respond to any need that may arise. We give our clients 24/7 access to all documents, correspondence, and research related to their individual governmental affairs matters. We also have the best tools available for our team when it comes to document management, electronic research, electronic billing, and team portals. For our clients, this means better, more efficient service—and the accurate, thoroughly researched, and quick responses that clients have come to expect from Clark Hill.

#### Connected

We are well-connected at Clark Hill. Our clients know that with us, they have local, national, and international reach. Through our state, national, and worldwide affiliations and associations, we provide clients access to on-the-ground operations all over the world.

# **Government & Public Affairs Overview**

Clark Hill has been representing clients with government affairs and lobbying interests for many years and it is our unique ability to capture clarity and see the big picture that sets us apart. Clark Hill offers a commanding and comprehensive perspective. We provide advice and advocacy for clients on federal legislation and regulation, and with grants and other funding so our clients can meet the challenges and understand the opportunities presented by the implementation of broad, sweeping actions and subtle policy shifts by the federal government.

While most firms only provide clients with a narrow perspective, we are able to provide detailed legislative, policy, and regulatory insights that directly impact our clients' businesses. From all angles and from all directions, our sought-after bipartisan team of government and public affairs

professionals has the experience, determination and initiative to make things happen for our clients at the federal, state and local levels, and beyond.

Our government affairs professionals have served in senior executive positions in the federal government; national, state, and local political campaigns; former local and state elected offices; and have been state legislative and congressional chiefs of staff, senior gubernatorial staff, and statewide elected officials. In addition, Clark Hill's political law team has represented U.S. presidents and presidential candidates, U.S. senators, U.S. representatives, governors, state treasurers, and political candidates at all levels of government.

### B. Clark Hill Experience

# **Representative Success Stories**

- 1. City of Detroit, Michigan
- Developed and implemented a strategy for increased communications between the Mayor and his executive leadership team and members of the Michigan Congressional Delegation and key staff.
- Participated in lobbying efforts with the Federal Transit Administration and regional stakeholders resulting in the award of a \$30 million State of Good Repair grant for SMART and the Detroit Department of Transportation.
- Responded to inquiries from Congressional offices resulting in the retention of funding awards from the U.S. Department of Housing and Urban Development that were in potential jeopardy of being lost.
- Provided technical and grant writing assistance for a successful \$600,000 Environmental Protection Agency Brownfields grant application.
- Secured high-level White House, federal agency and Congressional meetings for Mayor Bing, the Deputy Mayor and key city executives which included meeting preparation, post-meeting debrief and follow-up.
  - 2. Education Achievement Authority of Michigan (EAA)
- Led lobbying effort at the U.S. Department of Education to clarify the EAA's entitlement to a proportional allocation of "hold harmless" Title I funds received by the school districts from which the EAA accepts schools on the basis of the number of students enrolled from those districts. Using this year's allocation, this would mean raising the allocation from \$6 million to over \$20 million.
  - 3. Cities of Troy and Birmingham, Michigan (2009-2010), Jana Ecker, Planning Director, City of Birmingham, 248-530-1841, Jecker@ci.birmingham.mi.us
- Lobbied Members of Congress to include \$7 million in the Fiscal Year 2010 Transportation, Housing and Urban Development Appropriations Act from the FTA's Bus and Bus Facilities Account.
- Responsible for logistics between Congressional offices, the FTA, the Federal Railroad Administration (FRA), the Michigan Departments of Transportation and Energy, the Troy and Birmingham Chambers of Commerce, the Cities' contracted engineering firm, and the Troy and Birmingham City Halls.

- Assumed advisory role during the drafting of multiple state and federal grant applications. Worked with the Clark Hill Marketing Department to produce promotional brochures to assist in grassroots advocacy for the project.
  - 4. Grand Strand Coastal Alliance (Cities of Myrtle Beach, North Myrtle Beach, Surfside, Atlantic Beach and Horry County, SC) (2008), Mayor Marilyn Hatley, City of North Myrtle Beach, 843-280-5525, mayorhatley@nmb.us
- Successfully lobbied the Alliance's Congressional Delegation, the U.S. Army Corps of Engineers, and the Great Lakes Dredge & Dock Company to delay work on a scheduled storm damage reduction project.
- Directly responsible for saving tens of thousands of dollars in tax revenue resulting from beaches remaining open to the public.
  - 5. City of Havelock, North Carolina (2008), Jim Freeman, City Manager, City of Havelock, 252-444-6401, JFreeman@HavelockNC.US
- Worked successfully with military staff at the Cherry Point Marine Corps Air Station and the City's congressional delegation to have \$500,000 allocated from the base's unused Fiscal Year 2007 Operations and Maintenance funds to study the feasibility of a flyover at the Highway 70/Slocum Road intersection in order to protect the safety of motorists entering the base through the Highway 70 entrance.
  - 6. National Bar Association (Pro Bono Publico Service)
- Led successful lobbying efforts to increase the number of African American, Asian and Latino lawyers and judges nominated and confirmed to fill federal judgeships in both Democratic and Republican Presidential Administrations. This work involved extensive interaction with the White House Counsel's Office, the U.S. Senate Judiciary Committee, and senators from key states across the nation.
- Led effective lobbying efforts to address the needs of victims of Hurricanes Katrina and Wilma in 2005-6. Advocacy at the White House, the Federal Emergency Management Agency and the U.S. Department of Justice led to greater housing, food and voting assistance to thousands of New Orleans residents who were displaced after the storms.
  - 7. Alvarez & Marsal
- Successfully develop brand recognition and critical support for Alvarez & Marsal targeted to the Obama Administration, U.S. Congress, and among third-party stakeholder groups.
- Developed and executed funding strategies, procurement assistance, and analyzing budget and appropriations requests for the best opportunities to secure federal contracts, grants, and program funding for Alvarez & Marsal.

• Provided Alvarez & Marsal with access and exposure to senior Obama Administration officials in targeted federal department and agencies to incorporate Alvarez & Marsal's services into the administration of department or agency fiscal and program operations, public policy, regulatory proposals.

### C. Clark Hill Team



Reginald Turner is a highly skilled litigator and lobbyist. Reginald regularly counsels clients and advocates for them on important matters of public policy. He has governmental experience at the federal, state and local levels. In 1996-97, he completed a White House Fellowship in Washington, D.C., managing a Presidential Task Force and working as an aide to former Housing and Urban Development Secretaries Henry Cisneros and Andrew Cuomo. Reginald remains active in public service and civic and charitable organizations. He is secretary of the Greater Wayne County Economic Development Corporation and general counsel of the Wayne County Business Development Corporation. He is vice chairman of the Detroit Public Safety Foundation. He is a director of Comerica, Inc. and the Community Foundation for Southeast Michigan, and a trustee of the Hudson-Webber Foundation. In 2011 Reginald completed a 10-year term as chair of the City of Detroit Board of Education and he won a statewide election for a full term in 2006.



Charles R. Spies is the leader of Clark Hill's national Political Law practice, as well as the Member in Charge of the Washington D.C. office. Charlie has over a decade of experience providing strategic counsel at the highest levels in Washington D.C. and nationwide. He counsels a broad range of corporations, organizations, candidates and individuals confronting challenges and Mr. Spies serves as counsel to multiple super PACs, trade associations, and organizations, including co-founding and serving as counsel to Restore Our Future, the largest super PAC in history. As Chief Financial Officer and Counsel for Governor Mitt Romney's 2008 Presidential campaign, Mr. Spies developed and managed the national campaign's budget and systems for legal compliance with Federal Election Commission, IRS and various state regulations, as well as record-keeping and accounting. opportunities at the intersection of political and issue campaigns, government ethics, law and public policy.



Peter D. Dugas is a Director of Government Affairs for Clark Hill PLC and has over 15 years of experience in economic development, financial services, gaming, international trade, lobbying, and Public-Private Partnerships. Mr. Dugas advises clients on their legislative, political, and regulatory issues that arise with respect to capital and supervisory matters before the U.S. Department of the Treasury, Federal Reserve, CFTC, CFPB, SEC, FDIC, OCC. He has considerable experience on advising clients on the regulatory process and implementation of the Dodd-Frank Act and the Basel III. Prior to joining Clark Hill PLC, Mr. Dugas served as Vice President of Government Relations for a boutique government relations and public affairs firm. He developed and implemented innovative legislative and public affairs strategies with a focus on addressing clients' appropriations, public policy, and regulatory issues before the U.S. Congress and Obama Administration. He regularly advised clients on building strategic events and alliances with elected officials, third-party advocacy groups, and national opinion leaders.



Lucius A. Vassar is a member of Clark Hill's Government and Public Affairs Practice Group and specializes in Government Relations and Legislative Affairs. Prior to joining Clark Hill, Lucius devoted six years of service and leadership in the City of Detroit. He most recently served as Director of the Detroit Workforce Development Department, Michigan's largest workforce agency with an annual budget of more than \$70 million. As Chief Administrative Officer for the City of Detroit, he directly advised the Mayor and developed and implemented policy initiatives at the local, state and federal levels. He also served the City of Detroit as Director of Corporate organizations and foundations throughout Southeast Michigan. Lucius' efforts in economic development led to the retention of a major corporation and hundreds of jobs in the City of Detroit. He has served on many boards and commissions in the City

of Detroit including Detroit Economic Growth Corporation, Downtown Development Authority, Arts League of Michigan, City Connect Detroit, Detroit Police Foundation and the Detroit Metro Convention and Visitors Bureau.



Frederick W. Hoffman, a former Chrysler executive and state official, has joined Clark Hill PLC's Detroit office, and will be Of Counsel to the firm's Government and Public Affairs Group. He had served as Chrysler's director of State Relations, responsible for legislation, regulations and economic development throughout the U.S. Fred is an experienced attorney, having held various Michigan public positions, including former Governor Jennifer Granholm's advisor on auto restructuring and economic development, director of the Auto & Steel Division of the state's Commerce Department under former Governor James Blanchard, and a deputy mayor for Dearborn under former Mayor John O'Reilly, father of the current mayor. From 1967-77, he worked as a columnist and editor for the Dearborn Guide Newspapers and the Times Herald Publications.



Carlos M. Gutierrez, Jr. is a Government Affairs Associate in the firm's Washington, D.C. office. Before joining Clark Hill, Carlos worked as a consultant for the Inter-American Development Bank's (IDB) Trade and Integration Sector. Carlos' work at IDB focused on Latin America-Asia trade relations, global trade promotion practices, and the treatment of Agriculture in Regional Trade Agreements. Carlos also has served as a legislative aide for Congressman Mario Diaz-Balart (FL-25) where he focused on a broad array of issues, including immigration, finance, banking and trade.

#### D. Approach

Clark Hill is pleased and honored to have an opportunity to present the credentials, experience, and proposal of our government affairs team. This document will outline the cutting-edge services of our talented and experienced professionals in meeting the governmental affairs needs and goals of Wayne State University.

We are confident that the unparalleled qualifications and experience of our professionals, coupled with our team's uncompromising commitment to excellence, will distinguish us in your review process. Headquartered in Downtown Detroit, with a robust federal lobbying practice in Washington, D.C., we are uniquely positioned to serve Wayne State University. We are your neighbor and we want to be your partner.

As one of Michigan's largest and oldest full-service legal and government affairs firms, Clark Hill, formed in 1890, has earned not only a local, but a national reputation as having a team of highly qualified and talented professionals with an impressive record of accomplishment.

As part of our full service firm, Clark Hill has developed one of the strongest government affairs practices in the Midwest and our nation's capital. This experienced group includes former local and state elected officials, state legislative and congressional chiefs of staff, senior gubernatorial staff, and statewide elected officials.

Our team has been purposefully built with the goal of one uncompromising purpose: to achieve client goals. Together, our lobbying team offers a targeted, fully integrated suite of services based on a thorough understanding of legislative and regulatory issues, coalition building, strategy development, and relationship network building at the local, state and federal levels. We fully understand the politics, policies and procedures necessary to help Wayne State University navigate the myriad of government bureaucracies, acting as a liaison, to ensure your interests receive the exposure, attention and aggressive representation necessary to achieve your policy goals. Most importantly, this package of services is created uniquely for each client, based solely upon the actual needs and goals of the client. In this way, Clark Hill is able to deliver unparalleled service and results in a supremely cost-effective manner.

When it comes to local government, there isn't a more effective and experienced firm in the state. We possess the unique ability to couple a deep bench of seasoned, knowledgeable attorneys with an equally impressive array of full-time government affairs professionals—lobbyists with the relationships and networks necessary to cut red tape and promote the interests of Wayne State University in Washington, D.C. In fact, our lobbying team includes a former congressional chief of staff, former Michigan Senate Majority Leader, two statewide elected officials, former federal agency executives, a former senior advisor to Governor Engler, and a former City of Detroit C-level Executive, among others.

We strongly believe that the unparalleled qualifications and experience of our professionals, coupled with our team's "total scope of services" approach will greatly benefit Wayne State University by aggressively and effectively promoting its government affairs goals in Washington, D.C.

We thank you for your consideration of Clark Hill. We are pleased to offer the following outline of Clark Hill lobbying services and look forward to your response.

# GENERAL SCOPE OF LOBBYING SERVICES—STRATEGIC APPROACH

At Clark Hill, we do not subscribe to a "one-size-fits-all" philosophy for client issues but, instead, believe each client is unique. Wayne State University's unique concerns demand and deserve a unique approach that includes a distinctive strategy crafted to meet the University's individual timeline and goals. We have dozens of Wayne State University alumni at Clark Hill, and many of our professional staff live and work in the Detroit area. Accordingly, Clark Hill is uniquely aware of the challenges and opportunities for Wayne State University.

This process starts with our team-oriented philosophy. Unlike some firms that service clients by assigning one or two lobbyists, Clark Hill employs the entirety of its team to help clients achieve objectives. We believe the depth and breadth of challenges faced by Wayne State University necessitates a "gang-tackling" philosophy in order to achieve success. You will have the focus of our entire team.

Beginning with the first day of our engagement, Clark Hill will meet with Wayne State University's team to gain a thorough understanding of issues and goals. We will work constructively with your leadership team to set short and long term goals. We will help craft strategies and tactics around each goal, as well as set tangible measurements to help Wayne State University track progress and our team's effectiveness.

Client goal-setting and tracking is not a static event for us at Clark Hill. We believe this is an ongoing process that requires constant adjustment and response to an ever-changing political environment. Unlike any other firm, we have professionals with their finger on the pulse of Wayne State University and Washington, D.C., as well as the State of Michigan, Wayne, Oakland and Macomb Counties, and the City of Detroit.

This goal-setting must be part of a larger long-term plan that builds important foundations at the federal level by incorporating you and your leadership team in a meaningful way. Furthermore, our team believes in a strong communication strategy—both internal and external. We believe communication is the key to any business relationship and will work aggressively to ensure Wayne State University is always aware of issues, developments, and progress toward mutually set goals.

To that end, the following is a detailed description of our firm's scope of services.

# **Legislative Monitoring**

We carefully read and closely monitor bills and federal policies as they are introduced in Congress and considered by federal agencies to ensure that your interests are protected. Further, our extensive contact network, including Congress Members, Capitol Hill staffers, the Governor's office, federal departments and agencies, and national associations and interest

groups, will provide Wayne State University with the advantage of becoming aware of issues before legislation is even introduced. This "forewarning system" is a key advantage to you, as it allows Wayne State University to amend legislation and impact policies to reflect your goals while decisions are being made.

We investigate the background of the legislation, including the bill sponsor's intention, potential amendments, committee and legislative hearings, prospects for White House support and enactment. We check regularly and communicate promptly with clients regarding any and all relevant developments. We also monitor and report on any actions and developments of interest within federal departments and agencies, including, but not limited to the Departments of Education, Health and Human Services, Transportation and Energy, and agencies such as the National Institutes of Health and the Environmental Protection Agency.

We strive to ensure our clients are not caught flat-footed by legislative action. Instead, we foresee problems and work with you and your leadership team to develop strategies and policy positions to effectively manage issues before they become a crisis.

We will craft a unique bill reporting mechanism for Wayne State University to include the latest developments and status of all relevant legislation vital to the University's interests. This may include a Web-based electronic report or a paper report depending on your team's preferences.

#### **Communications Plan**

Regular, timely, effective, and accurate communication is a crucial component in our representation of clients and a core value of our team. We believe that regular communication, delivered on a schedule and in a manner dictated by your leadership team, creates the foundation for an effective lobbying relationship and sound advocacy plan.

It is our recommendation that Wayne State University establish a consistent and aggressive federal communications plan. This effort will bring attention to the University's brilliant, accomplished faculty, its leading edge research and development programs, its STEM programs that support advanced scientific, health care, engineering and manufacturing innovation, its world class Medical School, and the University's priorities and needs as it seeks to fulfill its critical mission of preparing students to contribute to and lead the 21st century economy.

To that end, we recommend the following:

- Establish a newsletter with content geared to the Michigan congressional delegation and federal executive branch officials focused on educating these leaders on key issues.
- Establish a Wayne State University-lobbyist communications plan
  - o Clark Hill to Wayne State University
  - O Clark Hill team to regularly attend Wayne State University governmental affairs meetings.
- Establish federal updates for you, including the following:

- o Relevant legislative activity
- O Summary of major bill provisions and impact on goals status report of past and upcoming legislative action
- o Washington Outlook (a political assessment)
- o Relevant federal agency activity

#### Wayne State University to Clark Hill

- Establish regular lobbying goals meetings with the Chief of Staff and Director of Governmental Affairs.
- Establish regular meetings between key congressional and federal agency staff and University representatives to communicate vision, needs and goals, including in public forums such as Congressional committee hearings, and national nongovernmental organizations' events in which federal officials participate.
- Establish a regular and consistent Wayne State University newsletter specifically designed for congressional offices and important federal decision-makers. We will work with the Wayne State University's communications and governmental affairs teams to create materials to promote the University's vision within the federal government.
- Establish a Wayne State University Federal Advocacy Program in Washington, D.C. that engages the key congressional and federal agency leaders while spotlighting the University's important projects and goals.

Whether it is an immediate notification of important news, regular telephone calls, e-mail messages, or more formal periodic reports of activity from the seat of government, we will design a comprehensive communications plan specifically designed for Wayne State University.

### Relationship/Network Development

The Clark Hill team excels in helping clients build successful partnerships at the local, state, and federal government levels. By leveraging our team's extensive relationship network, we open doors that will allow Wayne State University to bridge party divides and geographic boundaries toward developing important political relationships that can help you to address both challenges and opportunities.

#### Coalition-Building and Grassroots Advocacy

Sometimes the best advocacy efforts begin at home. Our lobbyists are very experienced in forming and guiding a coalition of groups interested in making their voice heard by elected officials. We can counsel you as to when a grassroots effort to contact congressional and federal officials might be the best approach to a problem. Because we are headquartered in Michigan, we know the community leaders that can support your efforts. We can work with you to plan and implement a successful strategy for letting the decision-makers in Washington, D.C. know what key constituents and advocates of Wayne State University are thinking.

We will, in these instances, employ our extensive experience in grassroots advocacy activities. Our professionals have built and participated in all manner and forms of grassroots advocacy involving a myriad of issues that can effectively advance the shared vision of Wayne State University's President and its Board of Governors.

## Legislative Drafting and Analysis

We have significant experience in drafting legislation, including amendments, and are adept at spotting and resolving potentially problematic provisions. Our lobbying firm holds the advantage of being surrounded by a large team of experienced attorneys that provide insight and advice regarding all manner of congressional action and federal agency rule-making.

# Lobbying Registration and Campaign Finance Compliance

As part of our engagement, we will be responsible for preparing and filing, as appropriate, all relevant lobbying registration forms and reports. We will also carefully counsel you as to compliance with all federal campaign finance laws and regulations.

#### **Conflicts of Interest**

At Clark Hill, we take conflicts of interest very seriously. In fact, we have dedicated an entire staff to this mission that performs a rigorous conflict check for each new client matter. Unlike most lobbying firms, Clark Hill is bound by the State Bar ethics code to ensure our professionals are free of conflicts. Wayne State University would not be in conflict with any educational institutions or government entities in selecting Clark Hill. Further, we are prepared to divulge our current clients and discuss any issues of concern to Wayne State University.

This ensures that your interests will always be protected—a key value for our team and, quite honestly, because it's the right thing to do.

#### Conclusion

Thank you for giving us this opportunity to present our proposal. We look forward to your response and to discussing our proposal and creative advocacy efforts in greater detail with you in the near future.

Our firm's distinctive qualities -- unparalleled experience, competitive pricing, strong bi-partisan relationships, and strict adherence to core business values -- provide us confidence in our ability to successfully advocate for Wayne State University.

Most importantly and unlike other lobbying firms, we have a vested interest in the success of Wayne State University. Please know that we always place the interests of our clients first and place a strong importance on business values.

We also place a priority on providing honest and timely communication with our clients. We firmly believe that trustworthy communication is vital to any strong business relationship.

Again, thank you for the opportunity to present our proposal. We look forward to discussing our extensive relevant experience, significant relationships, and strong adherence to core business values that, combined, make Clark Hill the right choice to represent Wayne State University. We want to be your team in Washington, D.C.

### E. Schedule

A detailed schedule for the engagement will be developed under the direction of the Vice President of Government and Community Affairs and the Director of Federal Affairs. Clark Hill will spend the first three months ascertaining the University's specific requirements for the engagement, by meeting with the Vice President of Government and Community Affairs, the Director of Federal Affairs, other administrative staff and members of the faculty to determine the most important priorities of the University and the history of interaction with the federal government. Clark Hill and the University will develop plans to build on existing relationships and create new partnerships with the executive and legislative branches of the federal government.

During and following this learning period, Clark Hill will deliver on the scope of services under the direction of the Vice President of Government and Community Affairs and the Director of Federal Affairs.

### F. W/MBE Commitment

Clark Hill PLC is committed to promoting diversity and inclusion in our firm, fostering a collegial and respectful working environment in which each person is encouraged and supported to reach his or her highest potential. We recognize that utilizing the talents of people with a wide range of characteristics, backgrounds and experiences positively impacts every aspect of our firm - first and foremost - our ability to deliver quality legal and professional services to our clients which exceed their expectations. Understanding that a diverse workplace is critical to the firm's ongoing success, we have emphasized diversity and inclusion in our strategic plan. Our firm is dedicated to working with W/MBE firms if such a need arises in the execution of the proposed government relations plan.

Clark Hill PLC has experience in diversity management and Corporate Social Responsibility Forecasting due to our longstanding relationships with various cultural and social advocacy groups and the multidisciplinary approach we take to meet our clients' needs. Our staff routinely partners with third-parties and professionals in various disciplines, such as attorneys, economists, accountants, clergy and celebrities. These third-party groups and experts provide additional access to opinion leaders and national figures. Developing and maintaining such relationships is vital as we work to develop strategies and policy recommendations to meet our clients' specialized needs.

#### G. Proposed Fee / Fee Structure

Clark Hill is a registered lobbyist in Washington, D.C., and we would welcome the opportunity to advance Wayne State University's agenda in our nation's capital.

Clark Hill's Washington, D.C. office has been established to create value for clients whose lobbying needs, like yours, reach beyond state and local needs. The federal environment is a separate playing field with a more complex set of actors in the legislative and executive branches. This demands a more in-depth strategy to build baseline knowledge and basis for sound persuasion of project merits.

Clark Hill is committed to providing a comprehensive federal government relations strategy at a competitive price consistent with your goals and our efforts. We recognize the financial issues facing Wayne State University, and given our firm's established commitment and history to the city and region we propose a federal bid price of \$15,000/month—high value services at a significant savings for the University in comparison to its current contract.

We would be willing to discuss any alternative fee arrangements that you feel may better suit your needs.

# **Out-of-Pocket Expenses**

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs and internal charges arising in connection with government relations consulting services such as travel and entertainment expenses. We will seek your pre-approval of any expenses greater than \$100. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are travel expenses; entertainment, meals, and conference fees. Internal charges for items such as reproduction, fax, long distance telephone and computerized research include an allocation of internal overhead and capital costs for the equipment involved in provision of such services. We incur outside costs as agents for our clients and incur internal charges on behalf of our clients, who agree that these costs will always be paid on a regular basis.

UNIVERSITY, has paid or is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

# CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Any notice required under the Agreement shall be personally delivered or mailed by first class or certified mail, with proper postage, prepaid, to the Subject VENDOR at the following address: Clark Hill PLC

Company Name:	OLULY IIII
	500 Woodward Ave. Suite 3500
Address:	Detroit, MI 48226
Telephone:	(313 ) 965-8300
Fax:	(313)9658252
ATTN:	Reginald TurnerEsq.
Tax Payer ID:	380425840
Submitted by:	
Signature	Reginald Turner, Esq.
Typed Name	Member Clark Hill Plc 05/09/13 (Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number).

# Confidentiality and Non-Disclosure Agreement

Wayne State University, hereafter referred to as "UNIVERSITY", has contracted with Clark Hill PLC hereafter referred to as "VENDOR" to provide federal relations lobbying and consulting services to the University. As part of the contract, the VENDOR agrees to the terms of this Agreement as follows:

## 1) Confidential Information

For the purposes of this Agreement the term "Confidential Information" shall include information received by the VENDOR in the course of providing services as described above, including but not limited to: (i) any and all technical and business information of the UNIVERSITY and (ii) information from third parties related to expenditures and/or investments.

# 2) Use of Information

VENDOR hereby agrees not to use Confidential Information for any purpose except in the performance of services as described above, and not to disclose such information to any third party without the express written permission of the UNIVERSITY.

# 3) Reproduction of Materials

VENDOR will not retain or transfer any programming, documentation, or any other UNIVERSITY controlled or provided software or other materials. No such materials may be copied or reproduced without the UNIVERSITY'S express prior written consent, and any copies made shall become the property of the UNIVERSITY.

#### 4) Confidentiality

VENDOR agrees to maintain the confidentiality of the Confidential Information, programs, documentation, and any related materials. In addition, VENDOR will not share any information regarding the Confidential Information, programs, documentation, and any related materials with any third party, subcontractor, or independent contractor unless expressly given permission in writing by an authorized UNIVERSITY official.

#### 5) No Waiver

Nothing in this Agreement shall be construed to limit or otherwise reduce the UNIVERSITY'S rights to enforce its terms. No delay or forbearance by the UNIVERSITY in enforcing any rights set forth in this Agreement shall be construed to operate as a waiver of such rights.

# 6) Contractor Employees and Agents

If VENDOR is not an individual, VENDOR represents and warrants that is has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. VENDOR shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this Agreement.

## 7) Breach of Contract

Any breach of this Agreement by VENDOR and/or any of its officers, agents, employees, representatives and/or consultants shall be considered a material breach of the underlying Contract or Purchase Order # VENDOR and each of its officers, agents, employees, representatives and/or consultants shall be both jointly and individually liable to the UNIVERSITY for damages as a result of any breach of this Agreement.

VENDOR acknowledges and agrees that a breach of this Agreement may cause continuing and irreparable injury to the UNIVERSITY as a direct result of any such violation, for which the remedies at law may be inadequate, and that the UNIVERSITY shall therefore be entitled, in the event of any actual or threatened violation of the Agreement by VENDOR, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against VENDOR to prevent any violations thereof, and to any other appropriate equitable relief.

# 8) Governing Law, Modification

This Agreement shall be governed by and construed under the laws (other than the choice or conflict of laws provisions) of the State of Michigan. The provision of this Agreement may not be amended except in a writing signed on behalf of each party.

The undersigned agrees to the specific terms expressed in the Agreement.

Reginald Turner, Esq.	( <u>313</u> ) 965-8300 Telephone
Member Title Signature	Clark Hill PLC Company  OS/O9//3  Date







#### RESPONSE TO WAYNE STATE UNIVERSITY REQUEST FOR PROPOSAL

RFP: Federal relations lobbying and consulting services AND TO ANY AMENDMENTS, THERETO

**DATED: April 16, 2013** 

# PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS, and NON COLLUSION AFFIDAVIT

VENDOR is to certify its proposal as to its compliance with the Request for Proposal specifications using the language as stated hereon.

#### **ACKNOWLEDGEMENTS**

By virtue of submittal of a Proposal, VENDOR acknowledges and agrees that:

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for [120] days.

VENDOR, through the signature of its agent below, hereby offers to provide the requested products/services at the prices specified, and under the terms and conditions stated and incorporated into this RFP.

# PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated April 16, 2013, except as noted in Exhibit 1, the "Restricted Services/Exceptions to RFP" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

X NONE - There are no exceptions to the University's requirements or terms	
YES - Exceptions exist as shown in Exhibit 1, Restricted Services.	

#### NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her bellef and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said

B

# Schedule B - INSURANCE REQUIREMENTS (Revised 3-12-2012)

, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

#### General Requirements

	Type of Insurance		Minimum Requirement
1,	Comprehensive General Liability	Bodily Injury	\$ 500,000 each person \$1,000,000 aggregate
		Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate
			or \$2,000,000 Combined Single Limit (CSL)
2.	Comprehensive Automobile Liability (including hired and non-owned vehicles)	Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
	(modaling filled and new contest contest,	Property Damage	\$ 500,000 each accident or
			\$2,000,000 Combined Single Limit (CSL)
3,	Workers' Compensation (Employers' Liability)	Statutory-Michigan	\$ 100,000

#### Maximum Acceptable Deductibles

Type of Insurance	<u>Deductible</u>
Comprehensive General Liability Comprehensive Automobile Liability Workers' Compensation	\$5,000 0 0

#### Coverage

- 1. All liability policies must be written on an occurrence form of coverage.
- 2. Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
- The Board of Governors, Wayne State University, shall be named as an additional insured, but only with respect to accidents
  arising out of the performance of said contract.

#### Certificates of Insurance

- Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the
  minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent
  and/or insurance company.
- 2. Certificates shall contain a statement from the insurer that, for this contract, the care, custody or control exclusion is waived.
- Certificates shall be issued on a ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day
  written notice of cancellation or material change prior to the normal expiration of coverage.
- Insurance must be issued by a bond/insurance company with an "A rating as denoted in the AM Best Key Rating Guide"
- 5. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University Office of Risk Management 5700 Cass Avenue, Suite 4622 AAB Detroit, MI 48202



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/12

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(les) 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 Cambridge Underwriters Ltd. P.O. Box 511077 Livonia, MI 48151-7077 David J. Setlock, President		734-525-0927	NAME: Amy L. Kitson			
		734-525-0612	PHONE (A/C, No. Ext): 734-525-2445	FAX (A/C, No): 734	734-525-1841	
			E-MAIL ADDRESS: akitson@cambridge-pc.com			
Davio J. S	settock, President		PRODUCER CLARK-6			
			INSURER(S) AFFORDING	COVERAGE	NAIC#	
INSURED	Clark Hill, P.L.C.	00	INSURER A: Great Northern Insura	ince Co.	20303	
	500 Woodward Ave., Ste 3500		INSURER B : Federal Insurance Co	mpany	20281	
	Detroit, MI 48226-3435		INSURER C: Farmington Casualty			
			INSURER D :			
			INSURER E :			
			INSURER F:			

COVERAGES

CERTIFICATE 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.

	TYPE	PE OF INSURANCE		ISURANCE		WVD.	POLICY NUMBER POLICY NUMBER		(MM/DD/YYYY)	LIMITS		
GEN					INSU.	440				EACH OCCURRENCE	\$	1,000,000
x	COMMERCIAL	GENER	RAI I I	IARII ITY	il	35926986		06/10/12	06/10/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,00
*						32.00		1		MED EXP (Any one person)	\$	10,00
	J OL MINO									PERSONAL & ADVINJURY	\$	1,000,00
1										GENERAL AGGREGATE	3	2,000,00
GEN	JI AGGREGATI	FIMIT	APPI	IES PER:						PRODUCTS - COMP/OP AGG	\$	Included
J	arecon l		-		1					Emp Ben	\$	1,000,00
AUT			-	. 100				004040	00/40/42	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
	ANY AUTO					7357	6329	06/10/12	06/10/13	BODILY INJURY (Per person)	\$	
	ALL OWNED A	UTOS						1		BODILY INJURY (Per accident)	\$	
x										PROPERTY DAMAGE (Per accident)	\$	
											\$	
^	MON-OWNED	AUTUS									\$	
х	UMBRELLA LI	AB	х	OCCUR						EACH OCCURRENCE	s	10,000,00
	EXCESS LIAB		-	CON MOVEMBER				06/40/42	06/40/42	AGGREGATE	\$	10,000,00
	DEDUCTIBLE	-			1	7987	7626	06/10/12	00/10/13		\$	
х				NIL							\$	
WOF	RKERS COMPE	NSATIO								X WCSTATU- TORY LIMITS ER		
				FCUTIVE T	l	IFUB-9A43546-2-12	UB-9A43546-2-12	02/01/12	02/01/13	E.L. EACH ACCIDENT	\$	500,00
OFF	ICER/MEMBER	EXCLUE	ED7		N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,00
If yes	s, describe unde	DPERAT	TONS	helow						E L DISEASE - POLICY LIMIT	s	500,00
DEG	John Hollor		10110	. 8.4.5.0.								
	X X X X X WOO ANIC (Ma	GENERAL LIABILIT  X COMMERCIAL CLAIMS- GEN'L AGGREGAT POLICY AUTOMOBILE LIAB ANY AUTO ALL OWNED A SCHEDULED, X HIRED AUTOS X NON-OWNED  X UMBRELLA LI EXCESS LIAB DEDUCTIBLE X RETENTION WORKERS COMPOSES ANY PROPRIETORY OFFICENCEMENDER (Mandatory in NH) If yes, describe under DESCRIPTION OF 1	GENERAL LIABILITY  X COMMERCIAL GENER CLAIMS-MADE  GEN'L AGGREGATE LIMIT POLICY PRO AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HON-OWNED AUTOS X HON-OWNED AUTOS X WORKERS COMPENSATIO AND EMPLOYERS' LIABILIT ANY PROPRIETOR/PARTNE OFFICER/MEMBER EXCLUE (Mandatory in NH) If yes, describe under	GENERAL LIABILITY  X COMMERCIAL GENERAL L CLAIMS-MADE X  GEN'L AGGREGATE LIMIT APPL POLICY PRO. X  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS  X NON-OWNED AUTOS  X UMBRELLA LIAB X EXCESS LIAB DEDUCTIBLE X RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNERVEX OFFICER/MEMBER EXCLUDED? (MAND AND COMPENSATION) If yes, describe under DESCRIPTION OF OPERATIONS	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS  X NON-OWNED AUTOS  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION \$ NIL  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PART NER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD COMPENSATION) IN H) If yes, describe under DESCRIPTION OF OPERATIONS below	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X RETENTION \$ NIL  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTINERIEXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATON) IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAMMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X RETENTION \$ NIL  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND ADD TO THE COMPENSATION AND COMPLOYERS' LIABILITY ANY PROPRIETORIPAR TNERVEXECUTIVE OFFICER/MEMBER EXCLUDED?	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X RETENTION \$ NIL  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MAND AUTOMOBY) (MAND AUTO	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X NON-OWNED AUTOS  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION \$ NIL  WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPERTOR IN BRIEFIE X ECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  06/10/12	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X RETENTION \$ NIL  WORKERS COMPENSATION AND EMPLOYERS LIABILITY  WORKERS COMPENSATION AND EMPLOYERS LIABILITY  N/A  IFUB-9A43546-2-12  02/01/12  02/01/13	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GENT AGGREGATE LIMIT APPLIES PER: POLICY FEO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS X RETENTION S NIL  WORKERS COMPENSATION AND EMPLOYERS (LIABILITY  N/A  IFUB-9A43546-2-12  06/10/12  06/10/12  06/10/12  06/10/13  EACH OCCURRENCE DAWKING TO RENDE PREMISES (Eas accident) PERSONAL & ADVINJURY OF PRESONAL & AGGREGATE PRODUCTS - COMPIOP AGG Emp Ben COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PROPERTY DAMAGE TO BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PROPERTY DAMAGE TO BODILY INJURY (Per person)	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  CLAIMS-MADE X OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS X RETENTION S NIL  POPULATION S NIL  TORROW S NIL  TORROW S NIL  N/A  IFUB-9A43546-2-12  N/A  IFUB-9A43546-2-12  D6/10/12  D6/10/12  D6/10/13  CACH CCCURRENCE S DAWGETORENTED PREMANDE OF MIL  ACCH CCURRENCE S DAWGETORENTO S MEDICAL MARGE (POR accident) S PROPIESTED PRINCIPAL MARGE (POR accident) S SCHEDULE OUTS S SC

CANCELLATION

CERTIFICATE HOLDER		CANOLICATION
FOR INFORMATION ONLY	FOINONL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
F		AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 06/30/2012

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).

RODUCER

Willie of Michigan, Inc.

Willie of Michigan, Inc.

PRODUCER	, , , , , , , , , , , , , , , , , , ,	CONTACT NAME				
	Willie of Michigan, Inc. c/o 26 Century Blvd.		467-2378			
	P. O. Box 305191	ADDRESS certificates@willis.com				
Nashville, TN 37230-5191	Nashville, TN 37230-5191	INSURER(S)AFFORDING COVERAGE	NAIC#			
		INSURER A: Chicago Insurance Company	22810-000			
500 Woodward Suite 500		INSURER B:				
	Clark Hill Attn: Donna Perry	INSURER C:				
		INSURER D				
	Suita 500 Detroit, MI 48226	INSURER E:				
	Ÿ	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 18166754		REVISION NUMBER:				

PERSONAL & ADVINJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GENTLAGGREGATE LIMIT APPLIES PER: POLICY COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY(Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS HIRED AUTOS **EACH OCCURRENCE** UMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION TORY LIMITS AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE NIA OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE |Mandatory in NH) |I yes, describe under | DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | 3 7/1/2013 \$10,000,000 Each Claim LWB2100204 7/1/2012 A Lawyers Professional \$10,000,000 Aggregate

Description of Operations/Locations/Vehicles (Atlach Acord 101, Additional Remarks Schedule, if more space is required)

Excess Errors and Omissions Liability/Excess of Policy #LWB2100204

Policy No: 5501006181

Liability Claims Made Form

Carrier: North River Insurance Company Policy Term: 07/01/2012 to 07/01/2013

Limits: \$10,000,000 Each Claim/\$10,000,000 Annual Aggregate where applicable

\$100,000 SIR Each Claim/\$300,000 SIR Aggregate

CERTIFICATE HOLDER	CANCELLATION
VERTINION TO THE TOTAL OF THE T	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Clark Hill PLC	AUTHORIZED REPRESENTATIVE  THE W. Sleve

\$100,000 Per Claim

C



TASK (Please Describe)

# Cost of Services - (SCHEDULE C) Reply to Wayne State University Request for Proposal For Federal Relations Lobbyist And Consulting Services - 2013

Level of Effort Work Plan
PERSON RESPONSIBLE

RATE @

Federal Lobbyin	ng	Reginald Tu Clark Hill T		\$ 15,000	per_month
				\$	
				\$	
				\$	
Other Costs (Describe)		18-21-5		\$	
Reimbursable Expenses	(if any)			\$	
Grand Total				\$ 15,000	per month
Maximum Annu	al Increases (Co TAGE Increases	or any Decrea	ses for each	ı year)	
Year 2 through 9	-30-2015	Ye	ar 3 through	9-30-2016	
	num Increase	Zero	<i>or</i> Maxin	num Increase	%
Increase %	9,	6 Increase			%
Company Name:	Clark H	ill PLC			
Submitted by:	Regi	nald Turner,	Esq.		
Signature	-K	3	S.	HII PLC	
Typed Name	Me	(Title)	lak	Tr'II FLC	(Date)



(313) 965-8300

fax (

313)

965--8252

D

	SCHEDULE D - SUMMARY QUESTIONNAIRE RE	VISED	ALTERNATIVE
1.	Can your company commence on October 01, 2013	x	
	and be completed by September 30, 2014?	Х	
2.	Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?		:
3.	Did you attend the mandatory Pre-Proposal meeting on April 24, 2013?	<u> </u>	
4.	Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?	X	-
5.	Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor	<u> </u>	-
6.	Acknowledgement, Schedule A?  Did your company complete and provide the Summary	X	
	Price Schedule C, and submit it electronically to rfp@wayne.edu?		
7.	Does your company agree to enroll in our ACH payment program?	X_	-
8.	Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?	X	
9.	Please complete the following questions:		
	Total number of employees in your company	415	
	Total years in business with this company name	123	Years
10.	Does your company agree to provide financial reports to the University <b>upon request?</b>		X
11.	Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	X	
12.	Are there any conflicts of interest in doing business with the University?	Yes X No	
13.	Did your company provide a "Restricted Services" exhibit, EXHIBIT 1?	Yes X No	
14.	Does your company agree to provide a list of lost accounts in excess of \$25,000?	( <del>)</del>	<u>Upon Reques</u>
15.	Did your company quote services at <b>prevailing wage</b> rates where applicable and clearly indicate such in your  proposal?	NA	