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An Introduction to Our Firm Presented to

Wayne State University

In Response to "Request for Proposal and Specifications for Federal Relations Lobbying and Consulting Services 2013"

Contact:

Tricia K. Markwood
Government Affairs Counselor
K&L Gates LLP
1601 K Street, NW
Washington, D.C. 20006
Phone: +1.202.661.3862
Fax: +1.202.778.9100
tricia.markwood@klgates.com

K&L GATES LLP
1601 K STREET, N.W.
WASHINGTON, DC 20006-1600
T 202.778.9000 F 202.778.9100

May 7, 2013

Tricia K. Markwood
D 202.661.3862
F 202.778.9100
tricia.markwood@klgates.com

ATTN.: Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Federal Relations Lobbying and Consulting Services 2013
Procurement & Strategic Sourcing
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

RE: RFP: Federal Relations Lobbying and Consulting Services 2013

Dear Mr. Doherty:

K&L Gates LLP ("K&L Gates") is pleased to be invited to submit the following response to Wayne State University's (the "University") Request for Proposal.

We have prepared a response that highlights our significant qualifications showing we are uniquely suited to help supplement the University's federal efforts and help achieve its objectives in Washington, D.C.

We have represented the University on legal patent matters out of our Seattle office for five years. We value our existing relationship with the University and would be delighted to expand that relationship to help the University accomplish its goals in Washington, D.C.

To summarize our strengths, which are further highlighted in the response to follow, we are a global law firm with 48 offices on five continents and over 2000 lawyers and policy professionals. Within this global platform, we have one of the best federal public policy groups in Washington, D.C. We are nationally recognized by *Chambers USA*, the *Washington Post's* Capital Business, and ranked among the top five law firms in the *National Law Journal's* Influence 50 survey.

Most important to me is our commitment to the State of Michigan. We are the very rare firm that has a global platform, a nationally ranked policy practice and professionals who grew up, went to school and worked for Michigan legislators. We understand Michigan and deeply care about our roots.

I represented the University at a previous employer in the early 1990s when Dr. Romero was first setting up the NICHD funded perinatology center. It is a great tribute to him as well as the University to be recently re-awarded this prestigious grant to fund these great efforts for another

Kenneth Doherty
May 7, 2013

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10 years. I have also represented four Mayors of the City of Detroit. We have also represented a number of influential regional organizations including NextEnergy, Automation Alley, Oakland University and Oakland Community College. We have also represented Western Michigan University and currently represent Northern Michigan University. I continue to work with a range of decision makers in Lansing and have worked closely with Dave Ladd from Kelley Kawthorne for nearly 20 years. I care about our great state and its higher educational institutions and have spent most of my career supporting them in Washington.

We appreciate your consideration of our proposal and sincerely hope that we have the opportunity to discuss it further. In case you have any questions or require additional information, please do not hesitate to contact us.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Tricia K. Markwood". The signature is written in a cursive style with a large initial 'T'.

Tricia K. Markwood

K&L Gates Response to RFP: Wayne State University

A. Firm Overview

Name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. (Schedule A1)

Project Representative Contact Information:

Name: Tricia K. Markwood, Government Affairs Counselor

Address: 1601 K Street, NW, Washington, D.C. 20006

Email: tricia.markwood@klgates.com

Phone: 202.661.3862

Fax: 202.778.9100

A completed "Schedule A" form is found within the following pages of our proposal.

B. Experience

Provide information on previous project experience as it may relate to the scope, size and details of this project application.

We are a public policy and law firm for the 21st century. With 48 offices on five continents and over 2,000 lawyers and policy professionals practicing within a wide spectrum of practice areas, we are able to meet the needs of global corporations, growth and middle-market companies, capital markets participants and entrepreneurs in every major industry group as well as public sector entities, educational institutions, philanthropic organizations and individuals. We represent leading global corporations, growth and middle-market companies, capital markets participants and entrepreneurs in every major industry group as well as public sector entities, educational institutions, philanthropic organizations and individuals. Our practice is a robust full market practice — cutting edge, complex and dynamic, at once regional, national and international in scope.

A distinctive feature of K&L Gates is our commitment to horizontal integration of the firm's resources across offices and practice areas. We assemble teams of attorneys and professionals to optimally service clients' needs regardless of the geographic location of the client or the attorneys and professionals. The entire assets of the firm are available to each and every client as needed because our clients' needs reach across legal disciplines and geographic locations.

One of the advantages of a firm of our size, with the breadth of its practice, is that there are few substantive issues for which there is not some expertise within the firm. Drawing on the broad experience gained over decades of counseling institutions of higher education in both the nonprofit and for-profit sectors provides the federal policy team with access to substantive experience in advising clients on issues concerning intellectual property, technology transfer, e-Commerce, labor, immigration, government contracts and many other areas of direct relevance to colleges and universities.

About the Public Policy and Law Group

The Policy Group, which was founded four decades ago at a time when few law firms had lobbying practices, is the largest of any fully integrated global law firm.

The group is comprised of nearly 50 bipartisan lawyers and policy professionals and includes former U.S. House members, former Republican and Democratic counsel, and staff to the House and Senate leadership. The Policy Group has thrived through eight Administrations and 21 Congresses. K&L Gates' advocacy on behalf of clients is rooted in a philosophy that emphasizes a deep substantive understanding of issues and a teamwork-based approach. Its bipartisan team of lawyers and lobbyists has some 500 years of combined experience inside government.

In August 2012, K&L Gates was ranked among the top five law firms in the *National Law Journal's* Influence 50 survey. As quoted in *Chambers USA 2012*, "This firm combines access to many levels of government with a wide industry sector reach to form a prominent government relations practice." *Chambers USA 2011* acknowledged the Policy Group as "one of the oldest and largest on the market," recognizing the group for its client service and commercial awareness. A December 2011 article appearing in the *Washington Post's* Capital Business recognizes the group as "one of the most successful public policy groups in town."

Our commitment to the State of Michigan

K&L Gates is the rare firm that combines the experience of a top-ranked lobbying firm with a significant focus on Michigan. Members of our Michigan team hail from cities and towns across the state, hold degrees from Michigan universities, worked on Capitol Hill for Michigan Members of Congress and have an unbreakable commitment to the state. Each of these factors provides our Michigan team members with an intimate understanding of issues important to the state of Michigan. Our clients have included prominent municipalities, for-profits, non-profits, associations, universities, and technology centers located across the state. K&L Gates offers clients a broad range of experience in the federal policymaking process. We help our Michigan clients identify federal funding opportunities, devise, coordinate and execute a comprehensive federal affairs work plan and build new strategic relationships on Capitol Hill, within the Administration, and with other key policy players in Washington, D.C. We're well-equipped to advise our clients on obtaining grants and other funding sources and on issues including transportation, higher education, environmental and economic development, and revitalization. Central to our success is strategic positioning with Congress and federal agencies. Our Michigan team members work effectively with the entire Michigan Congressional delegation, many Members of Congress and their staff from other parts of the United States, and key Committee Chairmen and their staff.

About our Higher Education Practice

In recent years, we have represented over 100 colleges and universities across the country and overseas on a wide variety of legal issues helping to address the diverse set of challenges facing higher education today. Currently, we also represent a number of those institutions in the federal policy arena on a broad range of funding and appropriations matters.

Our Higher Education Practice has experience in working not only with key authorizing and appropriations committee members and staff in both the House and Senate, but also with key officials and program managers at various federal agencies, including the Departments of Education, Commerce, Defense, and Energy, among others, that have significant research and development programs of importance to higher education. We have assisted institutions in identifying and developing federal priorities to achieve their strategic goals.

We have also worked to implement their strategies through meetings with key agency personnel, including arranging campus visits and programs to enhance the institution's visibility among Washington policymakers. For some clients, we have also served as liaison between federal, state and local legislatures, coordinating annual and periodic visits by community colleges and universities with federal, state and local policymakers.

Whether the University has an interest in federal public policy, competitive grant funding, the congressional appropriations process or building relationships with federal administrative agencies, K&L Gates understands the legislative and political processes that apply and will use that knowledge to help achieve the University's immediate and long-term objectives in the dynamic funding and policy climate in Washington, D.C.

About our Federal Funding Practice

We have a substantial federal funding and grants practice comprised of a bipartisan team of experienced professionals. Our team includes former Members who served on key authorizing and appropriations committees in leadership roles. Other team members include senior staff of House and Senate leadership and Appropriations Committee members who have experience at every level of the budget and appropriations processes. We represent clients on a broad range of funding matters including the direct expenditure of federal funds as well as the preservation of a particular exemption or authority that may be under challenge. Our team knows and works with officials in the Administration, including the Office of Management and Budget, to help ensure that programs of interest to clients are funded within the Administration's budget request and are obligated in a timely manner. Once competitive grant programs are funded, we review individual agency programs to match them with our clients' federal priorities and arrange client meetings with key program directors in the relevant agency prior to solicitation to best position them for that competition.

About our Government Ethics and Election Law Experience

One area of expertise that is directly relevant to federal policy issues is the guidance we provide to clients on campaign finance, lobbying disclosure, and other political ethics matters. We also have worked to ensure that the pertinent rules are kept in mind throughout the planning and implementation of policy projects to avoid embarrassments for clients or government decisionmakers. We understand well the value the University places on ethics as a public institution of higher education. We take these issues very seriously. We routinely advise clients and conduct ethics audits on compliance with the laws regulating political activity, fundraising and contributions, and lobbying registration and disclosure. We also advise clients on all ethical aspects of interacting with the U.S. Congress and the executive branch regarding gifts, travel, honoraria, and past employment restrictions, as well as the growing web of state and local ethics and campaign finance regulations including "pay-to-play" restrictions affecting companies in often unexpected ways. To help our clients with the maze of government ethics requirements, the firm has authored "A Guide to Political and Lobbying Activities," an easy-to-understand guidebook first published almost 20 years ago and updated regularly. We also routinely update our clients on important changes to government ethics rules, and explore the practical impacts on their business and planned activity.

OTHER RELEVANT EXPERIENCE

Some of our representative higher education clients, both past and present, on federal policy and funding matters include:

- *Columbia University* – representation with respect to general federal policy advice, including on issues and funding opportunities related to the expansion of the University’s New York City campus and the implementation of the Manhattanville educational mixed-use development project.
- *The Simons Foundation* – representation of the Foundation’s Math for America initiative in connection with science, technology, engineering, and mathematics (STEM) issues, in particular the development and introduction in the House of Representatives of STEM Master Teacher Corps Act legislation (HR 2598).
- *Northern Michigan University* – representation for more than a decade on a wide range of federal appropriations matters in connection with new construction projects, scholarship programs and technology planning grants.
- *Consortium of State Maritime Academies* – representation on federal programmatic funding issues resulting in a dramatic increase in federal funding, addressing certain key policy issues in authorization legislation, securing funding for conversion of a training ship for one of the academies and securing statutory changes for the student scholarship program for certain State Maritime Academy cadets.
- *Oakland University* – representation in securing appropriations funding and providing weekly policy and grant updates, as well as coordination of a Washington D.C. policy retreat for the university president, provost, and other senior officials with congressional and federal agency meetings focused on energy research and medical school issues.
- *North Idaho College* – representation of the largest college in North Idaho on federal matters, including assistance with federal funding opportunities, federal advocacy and legislative monitoring.
- *USA Science & Engineering Festival* – representation, and major sponsorship of one of the world’s largest STEM education events, including assistance with logistics and approvals for use of the National Mall, invitation and coordination of high-level federal officials, congressional resolutions, and associated legal work.

Beyond our education clients, we represent a number of associations that share some of the University’s research interests. These include:

- *NanoBusiness Commercialization Association* – the national association of nanotechnology companies, for which we helped draft and pass the 21st Century Nanotechnology Research and Development Act. We continue to play an active role in federal nanotechnology policy.
- *Neurotechnology Industry Organization* – we helped draft legislation that would have created a National Neurotechnology Initiative to coordinate and accelerate neurotechnology R&D.
- *Algal Biomass Organization* – we represent a diverse coalition on their annual fly-in and lobby to support algae biofuel research funding and other clean energy technologies.

- *Alliance for Digital Progress* – we represented a large ad hoc coalition of leading IT companies to help protect intellectual property online while keeping the Internet free from technology mandates.

Additional Advantages to the University:

K&L Gates maintains a state-of-the-art information gathering program that is operated by former congressional staff members and that can complement the University's office in Washington, D.C. This program utilizes a wide range of electronic news monitoring and other tracking tools to enhance the efficiency of federal information-gathering and allow our team to work smarter and faster to provide real-time information to our clients.

Examples of tools utilized by our team include:

- Online databases to search the Congressional Record, the Federal Register, and other regular sources of federal administrative information;
- Online legislative bill searching and tracking services;
- Virtually every available media source or federal monitoring service that tracks congressional activity;
- Electronic and printed access to a wide variety of trade association and trade publications;
- A proprietary online relations database of all congressional members and staff as well as federal executive agency contacts and our work experience with them. This computerized system allows us to identify quickly who in the firm has worked with key decisionmakers. Each congressional work experience is labeled fair, good, or excellent; and
- Regular monitoring of select federal agency websites and other policy resources to continually monitor grants and other events relevant to the client's priorities and needs.

Drawing on these tools, analysts in our Higher Education Group prepare a weekly e-mailed update of federal activities, funding opportunities as well as general education matters, tailored to the client's particular priorities. Typically, this includes a summary of current higher education policy action on Capitol Hill, an outlook of scheduled events pertaining to education and a list of the week's announced competitive funding opportunities.

In addition to the Higher Education update, K&L Gates regularly sends out client "Alerts" and hosts seminars and webinars on key developments in a variety of substantive areas. We make these available to our clients depending on their particular interests. We also host a regular series of "Meet and Greet" programs for Members of Congress and the Administration to meet informally with clients and friends of the firm to discuss current issues and developments.

K&L Gates is committed to providing educational opportunities for the University's students not just through our federal advocacy but also directly with the following:

- *Lloyd Meeds Policy Fellow Program*. Hosted by our policy group and named for former Congressman and partner Lloyd Meeds, the program provides an excellent opportunity for undergraduates to participate in the policy process firsthand as members of our political intelligence team. The highly sought-after experience is available to two students per semester. Often these fellows are students from our higher education clients.

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- *Guest Lectures.* Congressman Walsh and other members of our team frequently travel to meet clients. We would be happy to give guest lectures on “applied political science” across a range of policy topics at the University.
- *Policy Field Trips.* We can assist professors or student groups in planning policy field trips to Washington, D.C., from basic logistics to arranging special tours.
- *Student Meetings.* We have conference facilities in our Washington, D.C. office which we have made available for various student panels and events hosted by university alumni groups. Our offices are conveniently located two blocks from the White House at the corner of 16th and K Streets.

Upon University request, VENDOR must agree to provide independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR's books as related to the Wayne State University account.

K&L Gates agrees to provide this information upon request should we be selected under this RFP.

C. Team

Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities that make them ideal candidates for project.

K&L Gates has assembled a team of legal and policy professionals who stand ready to assist the University address its federal policy needs. It is our practice to assign each client a team of legal and policy professionals so that more than one professional is familiar with the University's objectives, needs and personnel.

As team leader, Tricia Markwood will work with the K&L Gates Project Team and the entire bipartisan policy practice to assure continuity and that the right professional is always available to answer a question, give advice, take part in meetings and otherwise further the University's objectives. As she mentioned in her cover letter, she has represented several Michigan universities and has done significant appropriations and grant work. She also has worked for four Mayors of the City of Detroit, and several prominent Southeast Michigan organizations. She is all Michigan all the time and has worked with the entire Michigan Congressional delegation for over two decades.

The core K&L Gates Project Team will also consist of Bill Kirk and Sean McGlynn. These individuals were picked because of their appropriations, transportation, infrastructure and Congressional and Executive experience. Bill used to work for Congressman John Conyers and is on the board of the Congressional Black Caucus Foundation. He also assisted Tricia Markwood in the representation of the City of Detroit, is very respected on Capitol Hill and has significant expertise in urban and emerging business issues. Sean used to work for Senator Barbara Mikulski (D-MD) who is now Chairwoman of the powerful Senate Appropriations Committee. Sean is an extremely talented researcher and is head of our “bullpen,” a room with interns and professionals who watch the floor, monitor hearings, review media and press outlets nearly 24/7. He would be the point on all grant research, scheduling meetings with agencies and assisting Tricia in the overall execution of our engagement.

The efforts of our core team will be supplemented by experienced lawyers and policy professionals, such as former Congressman Jim Walsh, former Congressman Bart Gordon, Laurie Purpuro, and Steve

Cooper, who will be available to assist on projects and provide general advocacy support as the need arises. We are honored to have two former Members of Congress as part of our policy team who cover both sides of the aisle and have tremendous relationships and knowledge of Capitol Hill. Former Congressman Jim Walsh served as the lead Member of the Republican party (Chairman or Ranking Member) on several important House Appropriations Subcommittees that have jurisdiction over much of the federal research budget including HHS, NSF, NASA HUD and EPA. Former Congressman Gordon served as the Democratic Chairman of the influential House Science Committee, which authorizes much of the federal research budget including DOE, NSF, NIST and the FAA. These experienced members of our team can really assist our clients not only with strategic advice, but with top level implementation.

Abbreviated biographies for team members follow. Full biographies can be found on our website at www.klgates.com.

Core Team



Tricia K. Markwood, Government Affairs Counselor

Ms. Markwood has nearly 20 years of experience representing universities, nonprofit and corporate clients before legislative and regulatory branches of the federal government.

She has a strong understanding of the federal appropriations process and has been very successful in assisting her clients to secure appropriations from a variety of federal sources, including the Department of Defense, Department of Energy, Department of Health and Human Services, and the Environmental Protection Agency. She also works hard on behalf of her clients to identify competitive funding through the federal agencies. Ms. Markwood also has done a great deal of work on issues affecting the manufacturing sector. She focuses her efforts on partnerships between the federal government and various industries, particularly in the areas of science and technology. Her practice has a particular focus on federal policy issues related to her home state of Michigan and she works very closely with the entire Michigan congressional delegation.



William A. Kirk, Jr., Partner

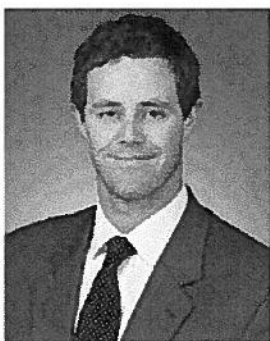
Mr. Kirk represents clients before Congress and Executive Branch agencies with emphasis on tax, finance, corporate and transportation and infrastructure matters. Mr. Kirk's clients include major corporations, national trade associations and a large urban municipality {CHECK – Is this Detroit? That representatinis over.}. He also has significant experience representing emerging businesses and investment firms, including venture capital companies and minority- and woman-owned companies. Mr. Kirk also advises clients on legal and policy matters regarding diversity.

Mr. Kirk enjoyed a distinguished career in the U.S. Government, serving as advisor to Congressman John Conyers (D-MI), the second most senior member in the House of Representatives, who served as Chairman of the House Committee on Government Operations and the House Committee on the

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Judiciary. Mr. Kirk was also a professional staff member of the House Ways and Means Committee and was Staff Director of the Subcommittee on Oversight.

He serves on the steering committee of the Congressional Black Caucus (CBC) PAC. He currently serves as a board member and counsel to the CBC Political Education and Leadership Institute.



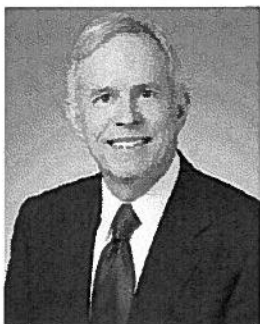
Sean P. McGlynn, Government Affairs Coordinator

Sean McGlynn is a government affairs coordinator who focuses on federal policy issues in the Washington, D.C. office of K&L Gates.

He concentrates on federal budget and appropriations issues pertaining to defense, bio-defense, homeland security, energy, nanotechnology, manufacturing, transportation, agriculture, telecommunications, foreign aid, education and health care. In this capacity, he has assisted and advised a variety of clients on the annual budget and appropriations process, as well as matters pertaining to federal stimulus and deficit reduction.

Mr. McGlynn worked for Senator Barbara A. Mikulski for two and a half years prior to joining the firm. Sen Mikulski is Chairwoman of the powerful Senate Appropriations Committee.

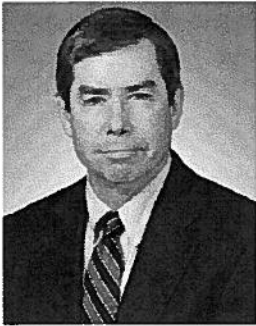
Supplemental Team



Bart Gordon, Partner

Mr. Gordon joined K&L Gates as partner in the Washington, D.C. office after 26 years representing the state of Tennessee in the United States House of Representatives. Mr. Gordon served as Chairman of the House Committee on Science and Technology from 2007 to 2010. Mr. Gordon was also a senior member of the House Committee on Energy and Commerce, and served on the House Committee on Financial Services, the House Committee on Rules, Transatlantic Parliamentary Dialogue, and NATO Parliamentary Assembly.

Mr. Gordon is a member of the Tennessee bar and has applied for membership in the District of Columbia bar. While that application is pending, his practice is limited to and focuses on assisting clients on government affairs and related public policy matters.



James T. Walsh, Government Affairs Counselor

Mr. Walsh was elected to the U.S. House of Representatives where he served from 1989 to 2009. During his tenure in Congress, Mr. Walsh served as a deputy Republican whip from 1994-2006. He was appointed as a member of the powerful House Appropriations Committee where he served from 1993-2009. During that time, he became Chairman of four House Appropriations Subcommittees: District of Columbia; Legislative Branch; VA, HUD and Independent Agencies (NASA, EPA, FEMA, NSF, Selective Service); and Military Quality of Life (included jurisdiction for Military Base Construction, the Defense Health Program, and Housing Accounts) and Veterans Affairs. He also served as ranking Republican member of the Labor, Health and Human Services Subcommittee on Appropriations. Earlier in his career in Congress, Mr. Walsh served on the House Agriculture Committee, the Select Committee on Children, Youth and Families and on the House Administration Committee.



Stephen H. Cooper, Government Affairs Counselor

Mr. Cooper has more than 25 years of experience in government and government relations, representing large corporations such as Time Warner, AIG, Boeing, Dupont, Cigna, financial institutions, trade associations, state government, and health care plans and health care providers.

Over the years Mr. Cooper has represented numerous health plans, purchasers of health care and health plan associations. He is intimately familiar with the myriad of issues confronting health care insurers and providers – from Medicare payment methodologies, the complexity of the individual health care insurance market to HIPAA related issues.



Laurie B. Purpuro, Government Affairs Advisor

Prior to joining the firm, Ms. Purpuro served as senior policy advisor to the Secretary of the U.S. Department of Energy. She has more than 10 years experience on Capitol Hill working for Senator Spencer Abraham (R-MI) as Deputy Chief of Staff, and for Congressman Jim Saxton (R-NJ) and Congressman Bob Davis (R-MI) as Legislative Director. Ms. Purpuro has advised members of Congress on issues including the environment, energy, tax, interior, agriculture, and appropriations.

In addition to her Capitol Hill experience, Ms. Purpuro served as Director of Government Relations for the American Forest and Paper Association, where she lobbied Congress on environmental and transportation issues.

D. Approach

Describe your team's project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the customers, and the challenges anticipated in performing the requested services.

We most often begin new engagements by conducting a resource inventory of our client's strengths and needs. We would propose to travel to Detroit and meet with designated University officials including the Vice President of Research, relevant Deans, Government/Community Affairs officials and others who can contribute to our assessment of the University's needs and assets. We strongly believe that the more information we have about the goals, objectives and the happenings within the University, the better we can represent you. We see ourselves as the facilitators and coordinators of the University's federal agenda with a very strong emphasis on teamwork and success. It would be important to review federal programs that support the University and determine priorities and overall goals. Also included in the resource inventory would be an analysis of other outreach and branding needs of the University.

After conducting the resource inventory, we suggest crafting a master public policy agenda document that lays out the University's funding, regulatory and other goals in Congress and before the Executive Branch. This document will lay the groundwork going forward for discussions with key decision makers. The document also would lay out an action plan that specifies our role as well as the University's role in accomplishing the goals laid out in the policy agenda. This can also serve as a checklist to periodically review our performance and ensure we are meeting the University's goals in a timely fashion.

The University has a strong reputation as a Carnegie Institution. K&L Gates has strong connections to the State of Michigan and the City of Detroit and we realize the strength and pride that the University represents. We believe we can augment those assets to help the University achieve its federal relations goals and draw upon our significant experiences and expertise to help the University accomplish its federal relations goals. We would help the University enhance relationships with individuals and entities in the Federal government to foster the University's role as contributor to public policy. We have mentioned our strong ties with the Michigan Congressional delegation, but we have also worked with relevant Committee Chairmen, House and Senate leadership and Executive Branch officials. In addition, we would work out internally who would be assigned to which part of the action plan. Tricia Markwood would serve as the overall coordinator but she would draw upon the expertise of nearly 50 other policy professionals and lawyers across the globe as needed.

All the bullets listed in the RFP describe activities that we have performed and continue to perform on a daily basis for our clients.

- We routinely assist our clients identify key personnel within the agencies. Given our depth, we have policy colleagues who have worked with or for most of those agencies at some point in their careers.
- We have worked with the Michigan delegation for over two decades and meet with many staff on a weekly basis.
- We have a strong research team that can identify grants, provide previous winners and RFPs and assist faculty deal with federal program managers. We also have helped garner political support, when appropriate, for many grants for our clients that we believe contributed to their success. We can tailor our efforts to meet the University's needs by adding specific research areas of interest.

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- We can assist the University on branding. The University already has a strong brand. We believe we could augment the University's strengths to make its footprint in Washington, D.C. even bigger. We can assist with briefings for Congressional staff, quarterly newsletters on good things that are happening on campus and work to get University faculty and other officials ready to testify before Congress. We have significant experience in this and have prepared, helped draft testimony and accompanied dozens of clients in testifying on the Hill. We are aware you have a very strong and proud alumni who can be energized on the grassroots level.
- Direct lobbying on legislation is at the core of what we do. Members of our team stay informed on many issues, committees and outside interests and we can draw upon that knowledge to advocate on your behalf - whether it's health care, education, research funding or other federal funding. We also have worked with the Washington offices of other Carnegie Institutions in Michigan. We can help coordinate, when beneficial to the University, messaging and implementation of policy actions amongst these universities. We assume appropriations priorities will be part of our engagement and presenting a united front on federal programs which support other Michigan universities can increase your chances of success. Interacting with national associations can also assist in providing information on public policy to your Congressional supporters.
- We can also assist you in tapping into your alumni network to help advocate for University goals. We coordinated a reception for one university client on Capitol Hill and it was a great success. We coordinated with the campus, arranged for the room and catering and worked to get congressional staff to meet with alumni as well as the University President and several deans. We also have found it helpful to work with a client's alumni relations office to determine how many alumni may live in each Michigan Congressional district to share in our advocacy efforts.
- We believe that the best way to educate Members of Congress and their staffs is to get them to campus to actually see the fantastic work going on. We can help arrange staff trips, Member events and other activities that will increase your visibility and familiarity with influential policymakers.
- We are happy to provide quarterly updates and our monthly bills typically includes a summary of our activities for that month. We can work with the University to determine whether other reporting requirements are desired. We can tailor our reporting based on your thoughts and expectations.

E. Schedule

Present a detailed schedule for the proposed project. Prepare the schedule in sufficient detail to define the entire project duration.

We believe the resource inventory and action plan development will take approximately three months to complete. If we begin on October 1st 2013, this would be complete by year's end, which would be great timing, as the 2nd session of the 113th Congress begins in January of 2014. We believe that the upfront work is critical to the long-term success of the University's priorities. The more we know, research, interact and just plain do our homework, the better prepared we will be to hit the ground running in 2014. We understand the University is currently conducting a Presidential search. This is an exciting time of transition for the University and we would like nothing more than to be part of that transition and assist the new President with his or her introduction and continued interaction with your Congressional supporters in D.C.

Depending on the results of the resource inventory and action plan, 2014 would be a day-to-day effort to advance those efforts. Interacting with Capitol Hill, identifying grant opportunities and then monitoring timing of grant solicitations and deadlines would be a prime focus. We wake up every day thinking of our

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clients. We most likely would recommend a visit from the new President, if appointed by then, early in 2014 to present the University's priorities to the Michigan delegation and potentially other Congressional leaders. These would reflect the outcomes of our resource inventory and action plan, which could be edited or reprioritized to reflect potential new interests of the incoming President.

We understand this engagement is a three year engagement with annual renewal. We plan to establish a solid track record that would allow us the opportunity to continue to represent your great institution. We have experience appearing before boards and other governing bodies if need be and understand that, as a public university, the University must account for the resources you would be investing in us. Fiscal times are difficult, especially for higher education institutions in Michigan, and we will take the responsibility to use those dollars wisely very seriously.

F. W/MBE Commitment

Discuss your plans to involve M/WBE firms (if any) in the project. Indicate if M/WBE firms will be as a joint venture or a sub-consultant. Also indicate your firm's commitment to M/WBE firm/subcontractors as a percentage of this portion of the project's costs.

We do not have plans to involve W/MBE firms in this project.

At K&L Gates, we are committed to fostering diversity to enrich the experience of our lawyers and professionals, reflect the communities in which we live and work, and better serve our clients. Our activism in the area of diversity is exemplified through the internal and external diversity initiatives we have implemented, and through which we make (and track) progress on an ongoing basis. Our firm's diversity policy is inherent in the culture we have created and strive to maintain. We encourage cooperation and teamwork and provide fair and ethical treatment of all employees regardless of race, color, gender, religion, age, national origin, political affiliation, sexual orientation, veteran status, or disability.

To learn more about our firm's commitment to diversity and inclusion, please visit our website at www.klgates.com [Isn't there a better link than that for the entire web site?]

G. Proposed Fee

Using the Schedule C provided, indicate proposed fees for all individual phases of this project. Include billing rates for all personnel who will work on this project along with estimated hours for each section in the format of the level of effort work plan provided. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. Total ALL expenses for the project.

Specify whether the fee covers all services outlined in this RFP and the contract forms. Proposals should list any items excluded from the services proposed in Vendor Exhibit I, Restricted Services. Proposals should also list those services that should be made a part of this scope of work, but were not requested by the University. In the latter case, provide a proposed fee(s) for those services.

A completed "Schedule C" form is provided within this proposal.

H. Alternative Proposals

In order to encourage new and innovative ways in providing federal affairs lobbying and consulting services to the University Office of Government and Community Affairs, VENDORS are encouraged to provide a second Price Summary, Cost Schedule C.2, referred to as "Innovative Alternative Proposal". Your organization may have other logistical ways to provide the services required and still meet our specifications and requirements. Please include a detailed description of the method under which service will be provided and UNIVERSITY requirements will be met with any "Alternative Proposals", clearly identified as an alternative approach within your Proposal.

We have not included an alternative proposal in this response.

VENDOR EXHIBIT - 1 Exceptions / Restricted Services

Please note the following exception. We have included as Tab A a copy of our standard terms of engagement, with the understanding that such terms are subject to evaluation, acceptance and/or modification by the University's General Counsel prior to the award of any contract. In addition, while we believe that Firm's malpractice and CGL coverage provide a more than adequate source of recovery for a client, if the University insists upon including an indemnification provision, the indemnification provision below has been accepted by other clients and can be modified for use with the University.

9. Indemnification.

K&L Gates LLP (hereinafter "FIRM") shall indemnify Wayne State University (hereinafter "UNIVERSITY") for only that portion of any damages the FIRM is liable to pay to a third party that is caused by any negligent error or negligent act or omission by FIRM with regard to the legal work it has done for the UNIVERSITY but only if FIRM'S liability for such negligent error or negligent act or omission and causation of the UNIVERSITY'S alleged damages is finally determined after trial involving UNIVERSITY and FIRM as parties and any appeal thereof. If FIRM is alleged to have any liability for a shared or joint negligent error, act or omission of FIRM and the UNIVERSITY, FIRM'S indemnification obligation to the UNIVERSITY shall be apportioned on a comparative fault basis, and FIRM shall not be required to indemnify the UNIVERSITY for any amount in excess of FIRM'S own comparative fault as finally determined after trial and any appeal thereof (nothing herein is intended to preclude a settlement between the UNIVERSITY and FIRM of any disputes between them on terms acceptable to both of them). This article shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against FIRM. This indemnification is not intended to, and does not, alter or interfere with any duties that FIRM may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the UNIVERSITY and no third party beneficiary or other rights shall be created under this provision. If and when a claim or lawsuit is brought against the UNIVERSITY, and if the UNIVERSITY requests FIRM to defend the UNIVERSITY in regard to the lawsuit, FIRM agrees to consider in good faith such a request. If FIRM does not agree to defend the UNIVERSITY in the lawsuit but FIRM is ultimately found liable after trial and any appeal thereof in a lawsuit against the FIRM for any negligent error, act or omission by FIRM with regard to the legal work FIRM has performed for the UNIVERSITY, then FIRM shall reimburse the UNIVERSITY for the portion of the UNIVERSITY'S defense costs which are attributable to the negligent error, act or omission of FIRM if and as required by the judgment of the Court.

VENDOR EXHIBIT 2 - Profile / Experiences / References

Explain any company relationships that could be construed to be a conflict of interest in doing business with the UNIVERSITY now or in the future.

As previously mentioned, we are already assisting the University with patent matters and have run a conflicts check prior to this submission. K&L Gates has detailed procedures for identifying and addressing actual or potential conflicts of interest. The firm maintains an extensive database identifying the firm's current and former clients, and the nature of our engagements for such clients and the adverse parties and other interested parties involved in such matters. K&L Gates has not identified any conflict that would preclude our representation of the University.

Upon request, VENDOR must agree to provide a minimum of three (3) qualified references. Requests for references will come from Kimberly Tomaszewski, Senior Buyer, and will be treated as confidential and not added to the publicly permanent RFP file. References are to be from organizations that have successfully utilized the products and services. The references supplied should include the name and address of the organization, and the contact name(s), titles, e-mail, and the telephone numbers.

K&L Gates would be pleased to provide references upon request.

Lost Accounts and Legal Actions: Please provide a list of significant accounts that the VENDOR has lost during the past three (3). "Significant" for this purpose shall be construed to mean accounts representing billings by the VENDOR in the range of \$25,000.00 or more each year. A lost account can be defined when the vendor has been terminated on a job because of performance or default. Contact names and telephone numbers of affected Companies must be provided. Indicate any significant past or pending lawsuits or malpractice claims against the VENDOR.

The lawyers and the practice group who are being proposed to handle the matters in this RFP have not lost any significant clients in the past three years where we have been terminated by the client because of performance or default.

As a global law firm with lawyers practicing out of more than 48 different offices in the United States, Europe, Asia, South America, Australia and the Middle East, the firm and its lawyers have from time to time been involved in legal or court proceedings relating to the provision of legal services. We are not aware of any such legal or court proceedings that could or would affect our ability to perform the services identified in this RFP or any related services.

Tab A

Tab A

K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP ("K&L Gates") to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the "Terms"), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract ("Engagement Contract") for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP qualified in Delaware ("K&L Gates-US," the "Firm," or "we" or "us" as the context requires) and maintaining offices in certain states throughout the United States and in Beijing ("K&L Gates LLP Beijing Representative Office"), Berlin, Doha, Dubai, Frankfurt, Seoul ("K&L Gates LLP Seoul Foreign Legal Consultant Office"), Shanghai ("K&L Gates LLP Shanghai Representative Office"), and Singapore; an Australian multi-disciplinary partnership maintaining offices in Brisbane, Melbourne, Perth and Sydney ("K&L Gates-AUS"); a limited liability partnership (also named K&L Gates LLP); incorporated in England and Wales and maintaining offices in London and Paris ("K&L Gates-UK"); a Delaware general partnership ("K&L Gates Belgium") maintaining an office in Brussels; a Hong Kong general partnership ("K&L Gates, Solicitors") maintaining an office in Hong Kong; a professional association established and organized under the laws of Italy named Studio Legale Associato with an office in Milan; a Delaware limited liability company ("K&L Gates Holdings LLC") maintaining an office in Moscow; a general partnership organized under the laws of Brazil named K&L Gates LLP - Consultores em Direito Estrangeiro/Direito Norte-Americano, with an office in São Paulo; a Taiwan

general partnership ("K&L Gates") maintaining an office in Taipei; a joint enterprise formed in accordance with Japanese regulations ("K&L Gates Gaikokuho Joint Enterprise") maintaining an office in Tokyo; and a Polish limited partnership ("K&L Gates Jamka sp.k") maintaining an office in Warsaw.

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you. In that event, each K&L Gates entity will operate under its Terms, a copy of which will be supplied to you at the time the other K&L Gates entity is engaged.

You agree that you will not be a client of another K&L Gates entity unless we have so engaged it on your behalf, as described above, or unless you directly engage it to provide legal services to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering ("AML") laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter ("you" or the "Client"), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your

constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with you; and, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm's engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our statements for professional services will be substantially based upon the time spent by professionals, including lawyers, paralegals and other staff members operating under the supervision of lawyers, who perform services on your behalf. The hourly rates for those individuals are based upon their experience and vary by office across the Firm. Time spent on your matters will include meetings with you and others; traveling; considering, preparing and working on documents, pleadings and other papers; written and electronic correspondence; and, making and receiving telephone calls. Whether or not a matter proceeds to completion, our statements will include all work done and all expenses incurred, unless otherwise agreed.

Our hourly rates are periodically reviewed and adjusted. In preparing our statements for professional services, we will use our hourly rates in effect when our services were rendered.

Information regarding standard hourly rates and other charges established by the Firm is proprietary to the Firm. You agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and to reasonably cooperate with the Firm in protecting the Firm's proprietary information from disclosure without the Firm's consent.

Where requested, we may provide you an estimate of the overall costs that may be incurred in connection with a particular engagement. Any such estimate is necessarily based on a number of uncertain factors and future developments and may be influenced by your decisions and

by the actions of third parties. Accordingly, any estimate we provide shall not constitute a promise or agreement that we will render the necessary services within a specific time or for a specific amount. The Firm's statements for professional services will be based on the Firm's billing policies, as set forth herein, and the charges reflected in such statements may vary from any estimates previously given.

B. Disbursements

You will be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees and travel expenses), you will be billed at our invoiced cost. With respect to internally-generated and other charges (such as photocopying and facsimile transmissions), you will be billed in accordance with our Schedule of Standard Charges in effect when the charge is incurred. Our current Schedule is attached to these Terms. Where the nature of our engagement requires the retention of third parties (e.g., expert witnesses, accountants, actuaries or other consultants, mediators or arbitrators), we will obtain your approval for such retention, and we will forward their statements for services and expenses directly to you for payment.

C. Other K&L Gates Entities Charges

Where, with notice to you, we have engaged another K&L Gates entity to assist us in our representation of you, we will include their charges in our statement for professional services unless you ask us to arrange for the other K&L Gates entity to invoice you separately.

BILLING /PAYMENT ARRANGEMENTS

A. Billing

It is our general practice to render statements for professional services and related charges on a monthly basis. We will send a final statement after completion of our work.

B. Payment

We will expect payment to be made within thirty days after your receipt of our statement, without regard to the consummation of any proposed transaction or the outcome of any matter. Payment should be made by you in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to

terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, 1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on your behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

D. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of

you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries outside the European Economic Area, that may not have privacy (data protection) legislation and regulations comparable to the laws of the country in which you reside. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients

to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

We have a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by our law firm.

We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by our law firm.

Finally, you agree that, for the purposes of determining whether any conflict may exist, only the client(s) identified in our engagement letter, and not any affiliated entity or person, shall be considered our client.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to

time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FEDERAL REGISTRATION

Because our representation of you will include services that are considered lobbying under the federal disclosure law, we will register and report our activities on your behalf under the Lobbying Disclosure Act of 1995.

You have retained us to represent you in a matter or matters affecting public policy. This may involve lobbying Congressional or executive branch officials on your behalf. In such dealings with government officials, we will consult with you concerning the processes we will employ and the activities in which we will engage on your behalf, as well as those in which we will not engage. We will be available to consult with you on the applicable legal requirements of which you should be aware and with which you must comply with respect to any proposed activities that you identify for us within the scope of our engagement. You should be aware at the outset that there is a legal prohibition against the use of federal funds we may assist you in obtaining – by way of federal appropriations, grants, contracts, etc. – to pay for our lobbying services. Thus, you cannot and should not plan on paying us out of such funds.

As part of any policy representation, we consider it important that our clients understand the following basic aspects of federal campaign finance law and fundraising by federal officials and candidates. Federal officials may, and do, solicit campaign contributions. Such contributions must always be voluntary. They may not be legally required by any person, whether an official, a candidate or anyone else. Federal law prohibits any attempt to establish a *quid pro quo* between any official action – such as an appropriation, a legislative amendment, grant, contract or other benefit – and a campaign contribution. Likewise, should you make a campaign contribution, you should not expect that it will result in or influence any official decision affecting the public policy result you seek. Your decision to engage in fundraising is entirely optional but should not be done with an expectation of any *quid pro quo*.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this

engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a “matter” is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to “our services” is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm’s Chairman and Global Managing Partner (Peter J. Kalis: 412-355-6562 or 212-536-4828). We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.

K&L GATES LLP

SCHEDULE OF STANDARD CHARGES

2013

<u>DESCRIPTION OF CHARGE:</u>	<u>STANDARD CHARGE</u>	<u>UNIT BASIS</u>
Photocopying/Image Printing	\$0.20	Each copy
Color Copying/Printing	\$1.00	Each copy
Facsimile	\$0.75	Each outgoing transmitted page, plus cost of telephone line usage
CD Burning	\$25.00	Per CD

Legal Research: The Firm pays for Lexis and Westlaw under monthly fixed fee contracts. The actual, monthly fixed fee is allocated to all users of the database each month, and client charges for such usage are directly proportional to the actual research conducted on their behalf.

Long Distance Telephone Calls: The charge for long distance calls is based on the actual time length of the call placed at rates that reasonably approximate our costs.

Secretarial Overtime: As required by client specific circumstances, secretarial overtime will be charged at the Firm's average hourly rate for secretarial overtime.

The following are examples of items that will be charged at their out-of-pocket cost to K&L Gates:

Courier (Federal Express, UPS, etc)

Business Meals

Off-site Storage Retrieval

Schedule A



**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:

- 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 belief 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 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:

Company Name: K&L Gates LLP

Address: 1601 K Street, NW, Washington, D.C. 20006

Telephone: (202) 661-3862

Fax: (202) 778-9100

ATTN: Tricia K. Markwood

Tax Payer ID: 25-0921018

Submitted by: Tricia K. Markwood

Signature: *Tricia K. Markwood*

Typed Name: Tricia K. Markwood

Government Affairs Counselor 5-7-13
(Title) (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).

Schedule B

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

K&L Gates LLP

_____ 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

<u>Type of Insurance</u>		<u>Minimum Requirement</u>
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
	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

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

Coverage

- All liability policies must be written on an occurrence form of coverage.
- 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.
- 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"
- 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)
04/29/2013

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.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED K&L Gates LLP K&L GatesCenter 210 Sixth Avenue Pittsburgh PA 15222 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Sentry Ins A Mutual Company	24988
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570049744133 **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	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod-Comp/Ops Incl In Genl Agg <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35323799 Commercial Package Policy	07/01/2012	07/01/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPROP AGG	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73174676 Automobile	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below			90-16348-01 Workers Compensation	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Board of Governors, Wayne State University are included as Additional Insured, as their interests may appear as respects to General Liability and Automobile Liability. Subject to the standard terms and conditions of the individual policies, indicated coverage is primary but only as respect to work being done by K&L Gates for Wayne State University. With respects to General Liability, Automobile Liability, and Workers Compensation, waiver of Subrogation is granted except to the extent prohibited by law.

CERTIFICATE HOLDER Wayne State University Office of Risk Management 5700 Cass Avenue, Suite 4622 AAB Detroit MI 48202 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 <i>Aon Risk Services Northeast Inc.</i>

Holder Identifier :

Certificate No : 570049744133

Schedule C

**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

TASK (Please Describe)	PERSON RESPONSIBLE	RATE @
Direct lobbying / meetings, policy, testimony	Markwood Gordon Walsh Cooper	102 hours as follows: \$62,000 58 x \$540 17 x \$725 17 x \$725 10 x \$605
Research grants, legislative updates, agency meetings	McGlynn Markwood Purpuro	103 hours as follows: \$50,000 80 x \$200 9 x \$540 14 x \$350
Strategic planning, branding, alumni outreach, visibility	Markwood Kirk	77 hours as follows: \$45,000 42 x \$540 35 x \$635
Management	Markwood	38 hours as follows: \$20,000 38 x \$540
Other Costs (Describe)	Approved airfare, cabs, copying and other ancillary charges	\$3,000
Reimbursable Expenses (if any)		\$
Grand Total		\$ 15,000 per month \$ 180,000 yearly

Maximum Annual Increases (Consultants are to indicate the Maximum PERCENTAGE Increases or any Decreases for each year)

<u>Year 2 through 9-30-2015</u>		<u>Year 3 through 9-30-2016</u>	
Zero Increase	or Maximum Increase %	Zero Increase	or Maximum Increase %
\$0	0%	\$0	0%

Company Name: K&L Gates LLP

Submitted by: Tricia K. Markwood

Signature 

Typed Name Tricia K. Markwood, Government Affairs Counselor 5-7-13
 (Title) (Date)

Phone (202) 661-3862 fax (202) 778-9100

Schedule D

SCHEDULE D - SUMMARY QUESTIONNAIRE REVISED

	YES	ALTERNATIVE
1. Can your company commence on October 01, 2013 and be completed by September 30, 2014?	<u>yes</u>	_____
2. Does your company agree to provide a minimum of 3 references to the University upon request , with specific contact names and phone numbers?	<u>yes</u>	_____
3. Did you attend the mandatory Pre-Proposal meeting on April 24, 2013?	<u>yes</u>	_____
4. Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?	<u>yes</u>	_____
5. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	<u>yes</u>	_____
6. Did your company complete and provide the Summary Price Schedule C , and submit it electronically to rfp@wayne.edu?	<u>yes</u>	_____
7. Does your company agree to enroll in our ACH payment program?	<u>yes</u>	_____
8. Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?	<u>yes</u>	_____
9. Please complete the following questions:		
Total number of employees in your company	<u>4,282 as of 4/15/2013</u>	
Total years in business with this company name	<u>Over 6 years</u>	
10. Does your company agree to provide financial reports to the University upon request?	<u>yes</u>	_____
11. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	<u>yes</u>	_____
12. Are there any conflicts of interest in doing business with the University?	<u> </u> Yes <u> x </u> No	
13. Did your company provide a "Restricted Services" exhibit, EXHIBIT 1?	<u> x </u> Yes <u> </u> No	
14. Does your company agree to provide a list of lost accounts in excess of \$25,000?	<u>yes</u>	_____
15. Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?	<u> x </u> NA	_____

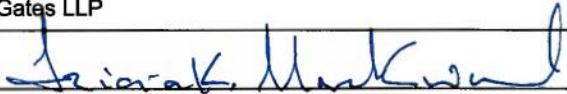
16. **ADDENDA:** The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

Addendum No. <u>1</u> Date <u>4-26-13</u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>

Company Name:

K&L Gates LLP

Signature



Typed Name

Tricia K. Markwood

Government Affairs Counselor

(Title)

5-17-13

(Date)