PROPOSAL FOR FEDERAL RELATIONS LOBBYING AND CONSULTING SERVICES 2013

WAYNE STATE UNIVERSITY DETROIT, MICHIGAN

May 10, 2013

SUBMITTED BY:

SWF Consulting LLC

611 Pennsylvania Avenue, SE # 120 WASHINGTON, D.C. 20003 TEL: 202. 294.0658

www.swfconsultingdc.com

The SWF Consulting LLC (SWF) is pleased to present this proposal for government relations services for the consideration of Wayne State University (Wayne State/University). Each of the services and capabilities provided for review are ways in which SWF can assist the University in reaching its federal funding, policy and relationship development goals.

SWF recognizes that Wayne State is a leader among public universities in academics and research. There are many aspects of your institution that can and should be promoted on a national level. We look forward to the opportunity to partner with you to help secure funding for Wayne State's academic and infrastructure initiatives.

A. Firm Overview

SWF Consulting LLC 611 Pennsylvania Ave, SE # 120 Washington, DC 20003 Contact: Stacie W. Fujii

Email: Stacie@swfconsultingdc.com

Tel: 202.294.0658

B. Experience

The SWF team has had the privilege of working for a select group of colleges and universities, assisting them in: securing federal funds to expand their growth through research, physical expansion, program activities and technological reach; and influencing the legislative efforts in the Congress and programmatic efforts in the federal agencies to affect our clients' core mission to deliver the best of their services.

Given our team's comprehensive experience representing higher education institutions and associations, SWF anticipates working together with Wayne State in key areas of interest, including, but not limited to:

- Developing a long-term strategic plan, in conjunction with your DC government affairs office, to increase the University's overall level of federal funding;
- Identifying partnership opportunities with national and international organizations and entities;
- Increasing the University's national and international profile as a premiere urban public research institution among federal policymakers;
- Retaining annual federal dollars for select programs;
- Securing additional funding through various agency programs and alternative funding streams; and
- Strengthening the University's Legislative and Executive branch contacts, including, but not limited to the National Institutes of Health, the National Science Foundation and the Departments of Defense, Education and Energy.

SWF Consulting provides comprehensive advice and counsel for our clients. Our experience and expertise enables us to provide insight and reach throughout the political process. We often assist our clients and supporters in stimulating favorable publicity. We help in the development of issues of mutual interest for the client and key stakeholders, and work to strengthen longer term plans.

SWF Consulting is experienced with representation of an array of major corporations, institutions and nations on a broad range of regulatory and legislative efforts.

Michigan Experience

SWF's reach within the Michigan congressional delegation is extensive. The Honorable Dennis Hertel will serve as a team-member on this project. He is a six-term former Democratic Member of Congress from Michigan and served on the House Armed Services Committee for 12 years. He was Chair of its Investigations and Oversight Subcommittee and Ranking Member on the Research and Development Sub- Committee. He also chaired the House Oceanography, Great Lakes, and Outer Continental Shelf Subcommittee for six years, and was on the Coast Guard Subcommittee, and served on the former House Select Committee on Aging and its Health Subcommittee. Previously he served for three terms in the Michigan House of Representatives and chaired its Judiciary Committee.

In the private sector, Congressman Hertel has represented a number of Michigan-based entities in Washington. Dennis Hertel current represents three Michigan clients of note: The Henry Ford; Michigan Blue Cross Blue Shield; and Boysville of Michigan. Mr. Hertel has represented both The Henry Ford and Boysville of Michigan for the past 12 years. For both of these clients Mr. Hertel has worked on appropriations and policy issues. For Michigan Blue Cross Blue Shield, which he has represented for the past three years, his primary effort on their behalf has been healthcare issues before the House and Senate

C. Team

Our small bipartisan team offers tremendous impact and effective outreach to the Executive and Legislative branches. With over 50 years of combined experience, SWF Consulting delivers.

Stacie W. Fujii

Stacie Walters Fujii, President and CEO of SWF Consulting LLC, has over twenty years of political and federal government relations experience.

Ms. Fujii has worked closely with the Legislative and Executive branches, has appropriations experience and a keen background in crisis management and civil liberties issues. She has assisted in identifying and securing over \$25 million in federal dollars for her clients and has led and supported successful legislative initiatives within the US Congress.

On Capitol Hill, Ms. Fujii was a congressional staffer for Representative Vic Snyder (D-AR) and handled issues related to banking, commerce, energy, homeland security, housing, judiciary, science, Social Security and telecommunications. She helped to shape issues, opinions and legislation important to Rep. Snyder's legislative goals and constituency.

In 2007, Ms. Fujii joined a leading Republican Appropriations firm, where she worked in eight practice areas: Cybersecurity; Defense/Technologies and Homeland Security; Education and Non–Profits; Energy, Environment and Natural Resources; Financial Services and Tax; International; Science, Technology and Telecommunications; and Transportation, Shipbuilding, Shipping and Ports.

As an advocate for fair and transparent election processes, she assisted the Committee on House Administration as an election observer for the 2006 Ohio election recount process. In the 2010 election, Ms. Fujii assisted the Democratic National Committee with voter protection issues and participated in federal campaigns in Arkansas, California, Florida and Louisiana.

A member of multiple boards, Ms. Fujii is a board and lifetime member of the American Council of Young Political Leaders and has participated in democracy building exchanges with the governments of Afghanistan, Argentina, China, Egypt, El Salvador, Hungary, Indonesia, Israel, Japan, Jordan, Peru, Thailand and Turkey.

Ms. Fujii graduated with a degree in political science and a juris doctorate from the University of Arkansas, Fayetteville.

The Honorable Dennis Hertel

Dennis Hertel provides legislative advocacy on behalf of his clients. He has been doing so for almost twenty years following his service as a six-term Member of Congress from Michigan. His experience, gained from over three decades of Congressional work, has

provided him expertise on a wide-range of issues involving work with Members of Congress, their staff, and Executive branch cabinet-department and independent agency officials. These relationships facilitate his successful client advocacy and advice.

During his congressional tenure, Congressman Hertel served 12 years on the House Armed Services Committee, including as Chair of its Subcommittee on Investigations and Oversight and he was Ranking Member of its Subcommittee on Research and Development. He also was Chair of the House Merchant Marine and Fisheries Subcommittee on Oceanography, Great Lakes, and Outer Continental Shelf for six years, and a member of its Subcommittees on the Coast Guard and the Panama Canal for ten years. He was a member of the House Select Committee on Aging and its Subcommittee on Health. Elected Vice-Chair of the Democratic Study Group, he was a Democratic Caucus Regional Whip. He also represented Congress as a NATO Assembly delegate.

Before his congressional service, Congressman Hertel served for three terms in the Michigan House of Representatives, where he was Chair of the Judiciary Committee and a member of the Joint Committee on Michigan Port Development, the Special Committee on Child Abuse Prevention, and the Michigan Crime Prevention Task Force. He remains active in Michigan and national Democratic political activities where he has held leadership roles.

Congressman Hertel is the Past-President of the Association of Former Members of Congress (FMC) and Founder and Vice President of the International Election Monitoring Institute, now called the Global Democracy Initiative, an organization that does election oversight and democracy building that he helped create through FMC. Congressman Hertel has been especially active in FMC's Congressional Study Group on Germany and its Congress to Campus program, for over 15 years. He founded FMC's Members Annual Charitable Golf Tournament that provides support for rehabilitation of wounded veterans through the Wounded Warriors Project.

He has served as Vice-President of the National Environmental Policy Institute, on the board of the Congressional Hunger Center, the Council for a Community of Democracies, and the Northern Virginia Conservation Trust.

Congressman Hertel received a J.D. from Wayne State University Law School, and graduated cum laude from Eastern Michigan University.

Marjorie Strayer

Marjorie Strayer's client successes over the past decade are a result of her understanding of the legislative process and her ability to lobby both sides of the aisle, to galvanize and leverage community support, and to distill complex issues into compelling messages.

Ms. Strayer's client focus has been non-profits and education. In the education sphere, Ms. Strayer's past and current clients include Girl Scouts of the USA, the National Urban League,

Futures for Children, the University of Southern Maine, and Rush University. Other non-profits represented by Ms. Strayer include Citizens for Affordable Energy, Presbyterian Medical Services, Arise Foundation and disabilities organizations NISH, Adelante Development Center, and Easter Seals Santa Maria El Mirador.

Current and past corporate clients include Verizon, Overstock.com, geospatial mapping company Bohannon Huston, power producer Calpine Corporation, and nuclear-powered space "tug" start-up Intraspace Corporation.

Prior to lobbying, Ms. Strayer was chief of staff to now-retired Congresswoman Heather Wilson (R-NM) and former Congressman Randy Tate (R-WA), functioning as their principal policy, communications and political advisor.

In addition to serving on Capitol Hill, Ms. Strayer was vice president of ally development and mobilization at a leading Washington, D.C. public affairs firm, where she impacted public policy by developing grassroots and coalition strategies for corporate clients. During the 1998 election cycle, Ms. Strayer built strong relationships with many members of Congress and their senior staff as the director of incumbent retention for the National Republican Congressional Committee.

Ms. Strayer is a graduate of the University of Arizona, during which time she also was enlisted in the Arizona Air National Guard. She has taught at campaign schools in Europe, Africa and throughout the United States, and is a lifetime member of the American Council of Young Political Leaders, having participated in a democracy building exchange with Tanzanian elected officials and businesses. Ms. Strayer was an occasional political commentator on the television program Politically Incorrect with Bill Maher. She is currently the Treasurer for Ten Thousand Villages of the National Capital Area, part of one of the oldest and largest fair trade organizations in the world.

D. Approach

The SWF Team will consist of the three individuals listed above: a former member of Congress and two former congressional staffers. Our team represents both sides of aisle, and will be available to the University for weekly outreach and involvement. Each member of the team anticipates developing a strong bond with the University and staff. Weekly calls and collaboration with your campus and DC offices will allow us to effectively meet the project goals identified and discussed. The University will have full access to the entire team, equally.

SWF places transparency and clear communication as paramount to effectively representing the University. Any challenges that are presented can be dealt with effectively by clear communication. Through scheduled calls, potential fly-ins (to Detroit or the District) and constant communication with your DC office, SWF Consulting is confident we will perform the requested services without issue.

SWF Consulting possesses a comprehensive understanding of issues that are of importance to a higher education client like Wayne State University. This understanding paired with our in-depth experience serving in and working with Congress, federal agencies and other core stakeholders will allow our team to identify and execute effective strategies on behalf of the University.

Our plans for accomplishing the goals of our clients depend upon the strengths, objectives, capabilities and needs of our clients. We work with our clients to identify their legislative goals and implement strategies that best leverage the combined assets of SWF and our clients. We seek to provide the services sought by our clients, and meet their on-going needs and requests strategically and collaboratively.

One of the strengths of SWF is that each member of our professional staff fully understands the federal budgetary and legislative processes due to the many years of experience working on Capitol Hill, in the Federal Administration, or as government relations specialists. Therefore, we are well-prepared to design and implement marketing and legislative strategies to secure federal support for your objectives.

E. Schedule

Please see below a detailed schedule of proposed services that SWF will provide to the University including, but not limited to:

Conduct Audit

In order to maximize the strengths of Wayne State, and therefore maximize success in achieving its federal goals, it is critical to assess the University's academic, instructional and research programs. We will work with your government affairs team to conduct an in-depth inventory of the University to determine and document your strengths as a higher-educational institution, as they relate to pursuing federal support. The audit will focus on the University's existing capital facilities, programs, research endeavors and services, and projects which the University could accomplish with access to greater funding. We will seek to identify your needs, goals, priorities, on-going lobby activities, and positions on key issues.

SWF will assess the University's institutional strengths and collaborations with other universities, national associations, corporations and private entities to leverage more funding and/or new sources of funding. During this process, SWF will provide frank counsel on how best to craft a request for program funding in the appropriations process without being associated with the controversy over individual project earmarks. SWF will also advise on where not to focus advocacy to avoid efforts on politically unpromising approaches.

The audit will take into account SWF's ongoing analysis and research of potential legislative and regulatory changes affecting programs of interest to universities. SWF will seek to assist in securing federal legislative changes that would create opportunities for Wayne State to support higher funding for important research programs and grants from new federal programs and accounts.

SWF will prepare an outline, to be submitted at the start of the contract relationship, detailing the type of information we are seeking, which will be followed by strategy meetings with the appropriate officials of the University and SWF team members. This audit will ensure that SWF first understands Wayne State's unique characteristics as a higher-educational institution, consequential earmarks for research proposals, employment discrimination issues, financial aid concerns, and other significant policy considerations.

Develop Funding Proposals

Based on our discussions with you and our analysis of your resources, we will develop strategies for your proposals and present recommended message points and a working outline for the writing of the proposals. We will help write and prepare documents, to be used during Capitol Hill or federal agency **meetings**, to make your programs of compelling interest to the Congress or the individual agencies.

Plan and Implement Legislative Strategies

During the course of our work on the audit and proposal development, we will devise legislative strategies tailored to Wayne State's strengths and objectives. SWF will perform any research necessary to determine legislative precedents for the priorities established and match the eligibility of those priorities with the requirements of the legislation. A significant number of the appropriations bills have programs that are beneficial and important to the University's current and future programs. In addition, we will investigate existing authorizations for projects, draft a specific authorization if necessary, and pursue strategies that coincide with the anticipated legislative agenda of the Congress. Similarly, we will develop strategies to seek funding through the federal agencies.

Arrange Congressional and Agency Visits

In conjunction with your DC government affairs office, SWF will assist in developing a schedule for meetings with Members of Congress, their staff and the appropriate personnel at targeted federal agencies. Where needed, SWF will prepare briefing materials, schedule the meetings, and accompany you on visits as appropriate. We will advise you on all necessary follow-up work to these meetings including letters, additional background information, telephone calls, and subsequent meetings.

Under the direction of University officials and their designated staff, we will function as an extension and a complement to your Washington staff to provide additional resources to monitor the many issues important to the University. Our role is to follow-up and to ensure that Wayne State's interests remain priorities for the key decision-makers.

Draft Congressional Testimony

We will identify opportunities for the appropriate leaders of Wayne State to testify on relevant legislation pending before the Congress. These opportunities will relate directly to your specific, near-term funding and

policy objectives and may also be used for the more general purpose of bringing the University's reputation to the attention of the Congress to position your programs for future funding.

Monitoring Potential and Pending Federal Initiatives and Legislative Bills

SWF will track and monitor congressional and administrative initiatives in which the University is interested and/or may be affected. This will be done throughout all phases of the legislative or regulatory process, from conception and introduction through enactment into law. We will advise the University on developments and initiatives in Washington, DC that could positively or negatively affect achievement of its federal goals.

Communications

Constant communications between SWF and Wayne State is the foundation for a productive relationship. A team leader and main point of contact at SWF will be made available for the University. The team leader will be responsible for coordinating SWF's efforts on behalf of the University. Wayne State will have access to the entire SWF team including a former US Member of Congress and two senior legislative staff. Our team leader, Stacie W. Fujii will relay each of your legislative and executive goals to the appropriate SWF team member. A chart will be drawn up of the team and their respective responsibilities on behalf of the University. SWF anticipates working closely with the University to communicate updates, information requests and strategy.

Upon commencement of a formal contract, our communication plan begins with the initial audit and planning session described above. Similar meetings will be scheduled on an annual basis, before each session of Congress. Following this meeting, SWF will maintain a constant and open line of communication through teleconferences, emails and regular reporting.

Participation in Conferences

We are enthusiastic and eager to take part in as many conferences and meetings as requested by the University. As directed, we would be pleased to attend any association retreats or educational events at the University. We also look forward to working with you to seek leadership roles, and maximize the opportunities provided through membership in national organizations.

Coalition Building and Global Networking

SWF has a unique set of skills to assist Wayne State in achieving its government relations goals. We will use our expertise in coalition building and global networking to increase the trajectory of the University.

On behalf of the University, SWF would use its global network to explore coalition building or partnership opportunities with non-governmental organizations/entities, foreign governments and international institutions of higher learning. Our goal would be to identify and establish exchange programs, collaborative research opportunities and potential funding streams.

SWF would use the expertise brought by its former Member of Congress and congressional staff, as well as close relationships with congressional and agency officials to assist in all Executive and Legislative Branch outreach in support of Wayne State University's goal of building upon a reputation as a world class urban public institution of higher learning.

F. W/MBE Commitment

SWF Consulting is a minority owned and female led organization and does not have any plans to involve a W/MBE firm, but can seek that designation if deemed necessary by the University.

G. Proposed Fee

SWF Consulting works on a retainer basis. Our retainer will provide for the coordination, strategic counsel and government relations services outlined above and allow SWF to address Wayne State University's federal goals. For these activities, SWF proposes a retainer of \$14,000 per month for a period of one year.

All normal office overhead expenses including, but not limited to, telephone, faxes, mail, copying and courier services, are billed separately. Expenses beyond normal office overhead expenses such as travel, mass handout materials and media packets will be subject to advance approval.

Please see attached Schedule C.

SWF Consulting appreciates the opportunity to offer this submission. We would be honored to represent Wayne State University in the most active and effective manner possible in order to advance your goals and objectives.

We look forward to discussing this proposal with you at your earliest convenience and will be pleased to answer any questions or expand on any of the information contained in our proposal.





RESPONSE TO WAYNE STATE UNIVERSITY REQUEST FOR PROPOSAL RFP: Federal relations lobbying and consulting services AND TO ANY AMENDMENTS, THERETO

DATED: April 16, 2013

PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS, and NON_COLLUSION AFFIDAVIT

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

ACKNOWLEDGEMENTS

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

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

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

PROPOSAL CERTIFICATION

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

X	eq: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:	SWF Consulting LLC	
Address:	611 Pennsylvania Avenue, SE #120	-
	Washington, DC, 20003	-
Telephone:	(202)294-0658	
Fax:		
ATTN:	Stacie Walters Fujii	
Tax Payer ID:	45-3545648	
Submitted by:	Stacie W. Fujii	
Signature	Stair Welter Jon	\
Typed	Stacie W. Fujii	
	President and CEO (Title)	9 May 2013 (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 - INSURANCE REQUIREMENTS (Revised 3-12-2012)

<u>SWF Consulting LLC</u>, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

General Requirements

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

Maximum Acceptable Deductibles

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

Coverage

- 1. All liability policies must be written on an occurrence form of coverage.
- 2. Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
- 3. 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

- 1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
- 2. Certificates shall contain a statement from the insurer that, for this contract, the care, custody or control exclusion is waived.
- 3. 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.
- 4 Insurance must be issued by a bond/insurance company with an "A rating as denoted in the AM Best Key Rating Guide"
- 5. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

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



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

Level of Effort Work Plan

PERSON RESPONSIBLE	RATE @		
Stacie W. Fujii			
	\$ 4666 66 nor month		
Dennis Hertel	\$ 4666.66 per month		
	\$4666 67 per menth		
Marjorie Strayer	\$4666.67 per month		
	\$4666.67 per month		
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Consultants are to indicate the	e Maximum		
es or any Decreases for each	year)		
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% 0	%		
Company Name: SWF Consulting LLC			
e Wigh			
Fujii, CEO 9 May 2012	2		
(Title)	(Date)		
294-0658 fax ()		
	Consultants are to indicate the es or any Decreases for each Year 3 through Zero or Maxim Increase % 0 ing LLC Fujii, CEO 9 May 2013 (Title)		



SCHEDULE D - SUMMARY QUESTIONNAIRE

		YES	ALTERNATIVE
1.	Can your company commence on October 01, 2013 and be completed by September 30, 2014?	X	
2.	Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?	_x	
3.	Did you attend the mandatory Pre-Proposal meeting on April 24, 2013?	X	Provider is preparing certificate to be included in
4.	Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?	x	electronic copy
5.	Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	x	
6.	Did your company complete and provide the Summary Price Schedule C , and submit it electronically to rfp@wayne.edu?	x	
7.	Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?	x	
8.	Please complete the following questions:		
	Total number of employees in your company	_1	
	Total years in business with this company name	1	
9.	Does your company agree to provide financial reports to the University upon request?	_x	
10.	Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	x	
11.	Are there any conflicts of interest in doing business with the University?	Yes _X_ No	
12.	Did your company provide a "Restricted Services" exhibit, EXHIBIT 1?	Yes _X_ No	
13.	Did your company provide a list of lost accounts in excess of \$25,000?		N/A
14.	Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?	NA	

Confidentiality and Non-Disclosure Agreement

Wayne State University, hereafter referred to as "UNIVERSITY", has contracted with <u>SWF Consulting LLC</u>
hereafter referred to as "VENDOR" to provide federal relations lobbying and consulting services to the University. As part of the contract, the VENDOR agrees to the terms of this Agreement as follows:

1) Confidential Information

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

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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

6) Contractor Employees and Agents

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

7) Breach of Contract

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

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

8) Governing Law, Modification

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

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

STACIE W. FUJII	(202) 294-0658
Name	Telephone
President/CEO	Suf Consulting LLC
Title	Company
Smie W. Sign	10 Mars 2013
Signature	Date