

[illegible]

Purchasing Continuation Sheet

BOG 36

Page#

2

P.O. #

MU18SEARCH

Vendor: **AGB Search**

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
			Fees for each level of search:		
1		EA	President		85,000
2		EA	Provost/Executive Vice President		75,000
3		EA	Vice President/Dean Assistant		70,000
4		EA	Associate Vice President/Other		65,000
5		EA	Administration, Research, Background Checks for Finalists, Clerical Services		No Charge
6		EA	Advertising Budget (billed monthly)		MU set
7		EA	Consultant travel-related expenses (travel/food/lodging) estimated \$6,000		MU approved
8		EA	Candidate Travel (Budget \$1,000 per candidate for travel expenses for in-person interviews per search)		MU approved
9		EA	Advertising estimated \$5,000		MU set
10		EA	Follow-up Search		Expense
11		EA	Limited Service Search (Excludes President)		35,000 - 45,000
12		EA	Predictive Index Candidate Assessment Tool, per candidate		300.00
13		EA	Compensation Evaluation Service (CES)		7,000 - 11,000
13A		EA	Each additional position evaluated		15% of base
14		EA	AGB Interim Search		
14A			A. President/Chancellor/System Head Interim (3500 up-front)		25,000
14B			B. When also providing full search for "A"		17,000
14C			C. Expedited Search for "A" (2500 upfront)		15,000
14D			D. Other Position Interim		20,000
14E			E. When also providing full search for "D"		15,000
14F			F. Expedited Search for "D"		12,000

Dates of payment will be determined at the beginning of each search.

Payable in three installments:

- End of month one
- End of month three
- Conclusion of search.

AGB Search will advise and support the Search Committee as stated in the RFP Response under Execution of Services to include but is not limited to the following synopsis.

Handle all of the search materials, including communications soliciting nominations and interest, acknowledgment of applications, correspondence with applicants, and letters of non-advancement.

- Set up a confidential, secure website with access to candidate materials for Search Committee members
- Organize the Search and Research Leadership Needs
Recruit a Talented Pool of Candidates
- Review and Evaluate Candidates
- Facilitate Interviews
- Support Negotiations and Appointments

Consulting and Advisory Services related to Recruitment:

- i) Provost
- ii) University executive and senior management
- iii) University senior scientific and technical administrative directors
- iv) Information technology professionals
- v) Development and fundraising officers for the university

Consulting and Advising:

Predictive Index Candidate Assessment Tool

AGB Interim Search

Compensation Evaluation Service (CES)

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on December 6, 2017 and extends for a period of **two (2) years** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve **(12)** months upon expiration of one **(1)** year from the effective date of this contract by giving the Director of Purchasing thirty **(30)** days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four **(4)** two-year terms.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty **(30)** days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

AGB SEARCH, LLC
AGREEMENT FOR SEARCH CONSULTING SERVICES
BETWEEN
AGB SEARCH, LLC
AND
MARSHALL UNIVERSITY

This agreement is dated DATE between AGB Search, LLC, 1133 20th Street, N.W., Suite 300, Washington, D.C. 20036 (hereinafter referred to as AGB Search), and Marshall University, One John Marshall Drive, Huntington, WV 25755, (hereinafter referred to as "University").

The parties agree as follows:

I. SEARCH SERVICES

AGB Search is engaged to provide POSITION Search Services to Marshall University. AGB Search agrees to provide the search consultant services of CONSULTANT, who with other AGB Search staff, as appropriate, will provide the following services:

1. Assisting the Search Committee in reaching agreement on search goals and leadership priorities and attributes;
2. Partnering with the Search Committee Chair in organizing and facilitating Search Committee meetings;
3. Assist in coordinating the entire search process;
4. Assuming major responsibility in recruiting and cultivating candidates;
5. Assist in developing and engaging an effective candidate screening procedure;
6. Providing due diligence on candidates identified on a short list and those identified as semi-finalists and finalists;
7. Counsel regarding off-site and final candidate interview schedules and procedures;
8. Providing drafts of correspondence and communication to the Search Committee, Marshall University community and candidates;
9. Guidance in the preparation and implementation of a transition plan for the new POSITION, Marshall University administration, and campus community;
10. Handling of all search-related administrative services, all of which will be provided at the offices of AGB Search or on a secure web site hosted by AGB Search, to which only members of the Search Committee and AGB Search staff will have access. AGB Search will receive and process all applications for the position and will handle all correspondence and contact with the candidates other than as agreed to with the Search Committee Chair; and
11. Preparation of a draft prospectus for the University, for use by AGB Search to inform candidates and potential candidates about the University, its history, its opportunities and challenges; this draft will be subject to editing and modification by the Search Committee, and the University shall

solely be responsible for the final version, which it endorses for use by AGB Search in connection with the search.

II. SEARCH FEES

Marshall University shall pay AGB Search \$FEE, plus reimbursement of all reasonable travel and travel-related expenses as well as out-of-pocket expenses, such as advertising expenses. This fee includes all administrative charges incurred directly by AGB Search as part of its overhead in the administration of this agreement.

A search fee shall be paid within 30 (thirty) days following each of the following billing dates:

MONTH 1	\$INSTALLMENT 1
MONTH 2	\$INSTALLMENT 2
Upon completion (billed at the end of the month following appointment)	\$INSTALLMENT 3

The foregoing notwithstanding, Marshall University can terminate this engagement by giving written notice of termination to AGB Search at any time, for any reason; however, Marshall University shall be responsible for paying that portion of the fee incurred on or prior to any of the billing dates referred to above, together with all out-of-pocket expenses incurred by AGB Search up to the date of termination.

AGB Search shall send its statements for services rendered in accordance with this agreement to the following address in accord with the above-written schedule. AGB Search shall also bill Marshall University monthly for out-of-pocket expenses incurred during each month. All statements shall be sent to the University at the following address:

STATEMENTS CONTACT
Marshall University
One John Marshall Drive
Huntington, WV 25755

III. CONFIDENTIALITY

Both AGB Search and Marshall University represent and warrant to each other that each of them will keep strictly confidential within the Search Committee and AGB Search staff engaged in this Search all information pertaining to this Search available to either of them. No information will be released by either the Search Committee or any member thereof or AGB Search or a staff person engaged in the Search without the prior knowledge and consent of CONSULTANT and the Search Committee Chair.

IV. LIMITED WARRANTIES

If the person selected as POSITION leaves office during the first year from the date he or she first occupies the office (i.e., is on the payroll of Marshall University) for cause as determined by the **HIRING OFFICER** in accord with the definition of "cause" as set forth in an employment agreement between Marshall University and the new hire, which definition is reasonably acceptable to AGB Search, AGB Search will assist in a follow-up search for no additional charge other than out-of-pocket expenses incurred in connection with the subsequent search.

AGB Search does not warrant the accuracy or completeness of the background checks that are conducted by third-party service providers. AGB Search routinely engages such service providers to check candidates' credit, criminal, and driving records, and degree verification. If Marshall University desires a more in-depth due diligence report with respect to any candidate, a more thorough investigation can be conducted at a higher cost, which will be incurred only if approved by the Search Committee Chair prior to such investigation being ordered and such costs being incurred.

V. EMPLOYMENT AGREEMENT NEGOTIATION NOT INCLUDED IN THIS CONTRACT

AGB Search does not participate in the negotiation of an employment agreement between the successful candidate and Marshall University unless there is an express agreement to that effect; however, AGB Search, for additional consideration and subject to agreement by both parties of an addendum to this agreement, will provide consulting services to Marshall University with respect to the negotiation of an employment agreement with the successful candidate. AGB does not provide legal services, so Marshall University should arrange for its counsel to be involved in the negotiation process to the extent Marshall University and such counsel deem appropriate.

VI. NOTICES

Any notices required by this agreement shall be sent in writing to the respective parties at the indicated address:

Dr. Roderick McDavis, Managing Principal
AGB Search, LLC
1133 20th Street, N.W., Suite 300
Washington, D.C. 20036

SIGNATORY
Marshall University
One John Marshall Drive
Huntington, WV 25755

In witness whereof, the parties have executed this agreement on the date first written above.

Marshall University

AGB Search, LLC:

AGB SEARCH LEADERS FOUND.

1133 20th Street, N. W., Suite 300, Washington, DC 20036

E: info@agbsearch.com

T: 202-776-0856

W: agbsearch.com

Signature

Name (Printed)

Position

Date

Signature

Name (Printed)

Position

Date

SAMPLE AGB SEARCH

MU-96
Rev. 8/17

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University ("Marshall") shall be presented to the West Virginia Court of Claims. Any disputes brought by Marshall University ("Marshall") arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, Marshall agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – Marshall recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, Marshall reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of the Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring Marshall to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, Marshall does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall's trademarks or other intellectual property without prior written consent of Marshall.
25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.
26. **FERPA**. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA"). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

ACCEPTED BY:
MARSHALL UNIVERSITY

OFFICE OF PURCHASING

Signed: 

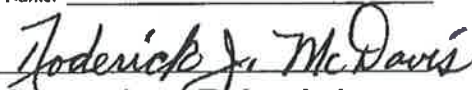
Title: Director of Purchasing/CPO

Date: 12-6-17

VENDOR


AGB Search

Company Name:

Signed: 

Title: Managing Principle

Date: 12/5/2017

Request for Proposals		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599		Proposal# MU18SEARCH	
Vendor:		For information contact:			
Phone:		Buyer: Stephanie Smith			
Email:		Phone: (304) 696-2599			
FEIN/SSN:		Email: purchasing@marshall.edu			
Fax:					
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING AND (1) ONE COURTESY COPY MAILED TO THE OFFICE OF PURCHASING AT THE ADDRESS PROVIDED HEREIN. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.					
DATE 10/31/17		DELIVERY REQUIREMENTS		DEPARTMENT REQUISITION NO.	
				PROPOSALS OPEN: 3:00 PM on November 6, 2017	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price
		Addendum #1 MARSHALL UNIVERSITY SEARCH CONSULTING SERVICES The purpose of this addendum is to answer questions that were submitted by email to the Office of Purchasing. The questions along with the University's response are listed on the following page. Answers are typed beneath each corresponding question.			
Total					

To the Purchasing Department,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within ____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.


Bidder guarantees shipment from _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

BOG 43

Bidder's name Vendor AGB Search
 Signed By Doderick J. McDavis
 Typed Name Doderick J. McDavis
 Title Managing Principal
 Street Address 1133 26th St. NW, Ste. 300
 City/State/Zip Washington, DC 20036
 Date 11/2/17 Phone (202) 776-0826
 Fein 27-1963417

Request for Proposals		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599		Proposal# MU18SEARCH	
Vendor:		For information contact:			
Phone:		Buyer: Stephanie Smith			
Email:		Phone: (304) 696-2599			
FEIN/SSN:		Email: purchasing@marshall.edu			
Fax:					
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING AND (1) ONE COURTESY COPY MAILED TO THE OFFICE OF PURCHASING AT THE ADDRESS PROVIDED HEREIN. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.					
DATE 10/16/17		DELIVERY REQUIREMENTS		DEPARTMENT REQUISITION NO.	
				PROPOSALS OPEN: 3:00 PM on November 6, 2017	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price
		Marshall University will accept proposals for the following services until 3:00 p.m. on 11/06/17. At that time, proposals will be recorded in Room 125, Old Main Building, located on the Campus of Marshall University. MARSHALL UNIVERSITY SEARCH CONSULTING SERVICES The cost proposal must be enclosed in a separately sealed envelope to be opened at a later proposed date and time. Final questions will be received on or before October 25, 2017 <u>Submit written questions to smiths@marshall.edu with the subject line RFP MU18SEARCH Questions</u>			
					Total

To the Purchasing Department,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 90 calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

BOG 43

Bidder's name Vendor AGB Search
 Signed By Roderick J. McDavis
 Typed Name Roderick J. McDavis
 Title Managing Principal
 Street Address 1133 26th St. NW, Ste. 300
 City/State/Zip Washington, DC 20036
 Date 11/2/17 Phone (202) 776-0836
 Fein 27-1963417

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AGB Search

Authorized Signature: William K. Trotter

Date: 11/2/2017

State of DC

County of —, to-wit:

Taken, subscribed, and sworn to before me this 2 day of November, 2017.

My Commission expires 11/30, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/07/2017)