


<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU18SEARCH
FY 2020	Buyer MW	Date 3/11/2020	Account 70257	P.O. Date 12/4/2017	Contract MU18SEARCH
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement			<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Cancellation  <input type="checkbox"/> Increase/Decrease  <input type="checkbox"/> Unused Balance  <input type="checkbox"/> Freight  <input checked="" type="checkbox"/> Renewal  <input type="checkbox"/> Extension Error           </div> <div> <input type="checkbox"/> Error in Total Amount  <input type="checkbox"/> Change of Account  <input type="checkbox"/> Change of Vendor Name/Address  <input type="checkbox"/> Other           </div> </div>		
Vendor Name, Address, Phone #, etc. AGB Search 1133 20th Street NW, Suite 300 Washington, DC 20036			Vendor Code		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph#		Fax		FEIN# 27-1963417	
Item#	Quantity	Description of Change			Unit Price
		<p style="text-align: center;"><b>Change Order # <u>1</u></b></p> <p>To renew the contract according to all terms, conditions and specifications contained in the original contract, including all authorized change orders.</p> <p>Executive and Senior Management Position Search</p> <p>Effective Dates: December 6, 2019 - December 5, 2021          Renewal: 1 of 4          Remaining Renewals: 3</p>			
Reason for Change: <b>Contract Renewal</b>				Previous Total	\$ Open End
				Increase	\$
				Decrease	\$
				New Total	\$ Open End

Approved:

Authorized Signature

*Michelle Wheeler*

Date

*3.12.2020*

N/A

Attorney General if required

Date

## Purchasing Continuation Sheet

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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



March 10, 2020

Roderick J. McDavis  
Managing Principal  
AGB Search  
1133 20<sup>TH</sup> Street NW, Suite 300  
Washington, DC 20036

**Re: Contract Renewal for MU18SEARCH**

Dear Mr. McDavis,

The above referenced contract expires 12/05/2019. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract MU18SEARCH effective December 06, 2019 through December 05, 2020 under the same terms and conditions.

Please return the letter and the enclosures signed in the original to the noted below.

Marshall University Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2727.

Sincerely,

*Michelle Wheeler*  
Michelle Wheeler  
Associate Director of Purchasing

I agree to extend the current contract # MU18SEARCH for an additional one (1) year period under the same terms and conditions.

X Yes No

   Yes, subject to the following changes indicated below or in the attached letter.

Signature

Melissa K. Trotta

Printed Name

Associate Managing Principal

Title

Comments:

*3/11/2020*  
Date

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)

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 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, LLC

Authorized Signature: [Signature] Date: 03/11/2020

State of District of Columbia

County of D.C., to-wit:

Taken, subscribed, and sworn to before me this 11 day of March, 2020.

My Commission expires Jan. 14, 2023, 20  .



**NOTARY PUBLIC**  
JILL W. MARTIN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 14, 2023

[Signature]  
*Purchasing Affidavit (Revised 01/19/2018)*