



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

<p>Procurement Folder: 1216050</p> <p>Procurement Type: Central Purchase Order</p> <p>Vendor ID: VS0000042943 </p> <p>Legal Name: Development Resources LLC</p> <p>Alias/DBA: DRiWaterstone Human Capital</p> <p>Total Bid: \$70,000.00</p> <p>Response Date: 05/02/2023 </p> <p>Response Time: 9:16</p> <p>Responded By User ID: DRiWaterstoneHC </p> <p>First Name: Sam</p> <p>Last Name: Druetzler</p> <p>Email: accounting@drwaterstonehc</p> <p>Phone: 7037184763</p>	<p>SO Doc Code: CRFQ</p> <p>SO Dept: 1500</p> <p>SO Doc ID: AGO2300000002</p> <p>Published Date: 4/28/23</p> <p>Close Date: 5/2/23</p> <p>Close Time: 13:30</p> <p>Status: Closed</p> <p>Solicitation Description: Addendum No 1-Executive Search Firm for Executive Director</p> <p>Total of Header Attachments: 3</p> <p>Total of All Attachments: 3</p>
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Executive Director - WV First Foundation	1.00000	EA	70000.000000	70000.00

Comm Code	Manufacturer	Specification	Model #
80111700			

Commodity Line Comments: The fee for DRiWaterstone to conduct this search as described is \$68,500. There is an additional \$1,500 administrative fee payable at the beginning of the search. Our fee includes all search-related expenses such as research, virtual interviews, background analysis, production of materials, and all other related costs except for direct travel expenses incurred by candidates, the search team, and the Lead Consultant. All expenses will be approved by the State before they are incurred.
 We expect to present candidates in 30 days of acknowledgment of winning this bid. Additional time may be required for candidate evaluation and selection, as well as an onboarding plan. To deliver on this timeline, we will require a series of meetings with the Office of the WV Attorney General to identify the appropriate stakeholders, develop a position overview, candidate questionnaire, and advertising plan.

Extended Description:

Executive Director position for the non-profit organization - WV First Foundation
 *Vendors must enter a lump sum, grand total amount as better described in Section 4 of the specifications.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1216050			Reason for Modification: Addendum No 1 issued to publish questions and answers
Doc Description: Addendum No 1-Executive Search Firm for Executive Director			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-28	2023-05-02 13:30	CRFQ 1500 AGO2300000002	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000042943
Vendor Name : DRiWaterstone Human Capital
Address : 3033 Wilson Blvd., E-537
Street :
City : Arlington
State : VA **Country :** USA **Zip :** 22201
Principal Contact : Julio Suárez
Vendor Contact Phone: (314) 221-3630 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To publish vendor questions and responses

--no other changes--

INVOICE TO | **SHIP TO**

ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV US	ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Executive Director position for the non-profit organization - WV First Foundation

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SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	QUESTIONS ARE DUE BY 4:00 P.M.	2023-04-25

SOLICITATION NUMBER: CRFQ AGO2300000002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor questions and responses

--no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGO23-002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DRiWaterstone Human Capital

Company

Nancy K. Racette

Authorized Signature

05/01/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

CRFQ AGO2300000002
EXECUTIVE SEARCH FIRM FOR EXECUTIVE DIRECTOR
Vendor Questions

Q.1 What is the salary for the role?

A.1 The salary for the Executive Director will be set by the Board once it has been constituted.

Q.2 Is there a working job description?

A.2 A job description has not been drafted. We look forward to working with the successful bidder to develop an appropriate job description based upon the principles set forth in the West Virginia First Memorandum of Understanding.

Q.3 Is the position hybrid or in-person?

A.3 It is anticipated that this position will be in person, however the terms and conditions of employment will ultimately be subject to Board approval.

Q.4 Do candidates need to reside in or near Charleston?

A.4 It is currently anticipated that the Foundation headquarters will be in the Charleston area. Consistent with the answer to question 3, the selected candidate will be required to reside in the Charleston area.

CRFQ AGO2300000002
EXECUTIVE SEARCH FIRM FOR EXECUTIVE DIRECTOR
Vendor Questions

Q.5 Where will the Foundation headquarters be located or where are they located?

A.5 It is anticipated that the headquarters will be located in the Charleston area.

Q.6 Is the 11-person board in place yet? (5 appointed by Governor, 6 representing local governments)

A.6 The board is not yet in place. The procedures governing how Regional directors are selected will be found within the Articles of Incorporation, which have not yet been filed.

Q.7 Have you set up a search committee? (Or will the board act in that role?)

A.7 No. The Attorney General will select the candidate from those provided.

Q.8 Will the ED be building out a team? Are there any other staff currently in place?

A.8 No staff are in place. We anticipate that the ED will build out a team and hire appropriate administrative staff to run the Foundation

CRFQ AGO230000002
EXECUTIVE SEARCH FIRM FOR EXECUTIVE DIRECTOR
Vendor Questions

Q.9 What would an ideal candidate look like?

A.9 A proven leader with extensive experience managing the day to day operations of a large non-profit organization who possesses the passion and strategic vision to ensure the successful completion of goals well into the future.

Q.10 Any other requirements we should know about?

A.10 None at this time.

Q.11 What is your timeline?

A.11 As soon as possible. The goal is to seat all directors and the Executive Director before the close of summer.



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Proc Folder: 1216050			Reason for Modification:
Doc Description: Executive Search Firm for Executive Director Position			
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Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-19	2023-05-02 13:30	CRFQ 1500 AGO2300000002	1

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Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**Request for Quotation:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Attorney General's Office to establish a contract for the one-time purchase of an Executive Search and Recruiting Firm to facilitate the search and vetting of candidates to serve as the Executive Director of the WV First Foundation, a non-profit organization as more fully described per specifications and terms and conditions as attached hereto.

Vendors should include supporting documentation requested with their bids.

INVOICE TO		SHIP TO	
ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON US	WV	ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON US	WV

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SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	QUESTIONS ARE DUE BY 4:00 P.M.	2023-04-25

	Document Phase	Document Description	Page
AGO2300000002	Draft	Executive Search Firm for Executive Director Position	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Tuesday April 25, 2023 @ 4:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ AGO2300000002

BID OPENING DATE: Tuesday May 2, 2023

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Sam Druetzler, Director of Administrative Services

(Address) 3033 Wilson Blvd., E-537, Arlington, VA 22201

(Phone Number) / (Fax Number) (703) 718-4763

(Email address) Druetzler@driwaterstonehc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DRiWaterstone Human Capital

(Company)

Nancy K. Racette

(Signature of Authorized Representative)

Nancy Racette, Chief Operating Officer

(Printed Name and Title of Authorized Representative) (Date)

(703) 294-6684

(Phone Number) (Fax Number)

racette@driwaterstonehc.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGU23*002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DRiWaterstone Human Capital

Company

Nancy K. Racette

Authorized Signature

05/01/2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Seeking Firms for a non-profit Executive Director search

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Attorney General's Office to establish a contract for the one time purchase of a company to facilitate the search, and vetting of, candidates to serve as the Executive Director of WV First Foundation, a non-profit organization

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means bidders must be able to develop and carry out a search for candidates who meet the requirements to serve as the Executive Director as set forth in WV Code 5-30-4 € as more fully described by these specifications.

 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Vendors must be qualified in the search qualifications as stated below:**
 - 3.1.1.1 Must have successfully placed non-profit Executive Directors and provide supporting documentation of that success.

 - 3.1.1.2 Must be demonstrably reputable in the non-profit Executive Director candidate search industry.

 - 3.1.1.3 Must provide search, onboarding, and integration plan documentation.

 - 3.1.1.4 Must provide any Human Resource credentials or certificates possessed by the firm.

REQUEST FOR QUOTATION
Seeking Firms for a non-profit Executive Director search

3.1.1.5 Must provide at least three references and contact information for previous clients.

3.1.1.6 Must guarantee in writing that the candidate will NEVER be recruited back by vendor as long as they are employed by the client organization.

3.1.1.7 Will guarantee that candidate will remain employed for no less than six months, if new hire leaves prior, the vendor will conduct new search free of charge.

NOTE: Vendors should provide supporting documentation requested within these specifications with their bids. These documents will be required prior to award.

3.1.1 **Must provide candidate(s) recommendation within 30 days.**

3.1.1.9 Must submit recommendations to the WV Attorney General within 30 days of acknowledgement of winning bid.

3.1.1.10 Must include recommendation basis for Candidate(s)

3.1.1.11 Must provide all received resume's for recommended candidates.

3.1.1.12 Must conduct background check on all recommended candidates.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by indicating all pricing associated with the search, onboarding and implementation for the Executive Director candidate, including any pass through expenses the client may be responsible for. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should enter one lump sum grand total amount.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION
Seeking Firms for a non-profit Executive Director search

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the Office of the West Virginia Attorney General.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
Seeking Firms for a non-profit Executive Director search

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.



Proposal for

**West Virginia Attorney
General's Office Request for
Executive Search Services**

**WV First Foundation
Executive Director**

May 2, 2023

Helping purpose
and mission-driven
organizations
recruit purpose and
mission-driven
candidates.

www.driwaterstonehc.com

May 2, 2023

Patrick Morrisey
West Virginia Attorney General
1900 Kanwha Blvd. E
Charleston, WV 25305
Online Submission: WV OASIS System

Attorney General Morrisey,

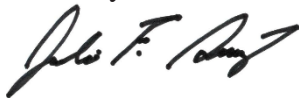
DRiWaterstone is pleased to respond to the State of West Virginia's RFQ and submit a proposal detailing our qualifications to lead the search for the WV First Foundation's new Executive Director (Solicitation No. CRFQ 1500 AGO2300000002). It would be our honor to offer our executive search services to recruit a leader for the WV First Foundation.

DRiWaterstone was founded on the belief that purpose and mission-driven organizations require purpose and mission-driven candidates. We are consistently recognized by Forbes Magazine as one of the top executive recruiting firms in the U.S. and we have served over 1,000 organizations with the highest level of customer service while providing top-level candidates. Our team of experienced, well-connected consultants have successfully placed mission-driven candidates in c-suite roles at a variety of nonprofits and foundations in the health space. Identifying qualified candidates that match your specific needs and fit your culture is our top priority at DRiWaterstone.

DRiWaterstone's leaders have extensive backgrounds in the non-profit, foundation, associations, health, and social impact sectors. We know what it takes to drive success in these industries, and we are experts in tailoring our industry knowledge and personal experience to identify candidates that will do the same. We have a thoughtful and long-standing commitment to the principles of diversity, equity, and inclusion and we continuously strive to ensure they are ingrained in our work.

We look forward to working with the Office of the Attorney General of West Virginia to conduct the search to identify a broad and diverse pool of highly qualified individuals and find the WV First Foundation's first Executive Director. Please accept the following as my formal proposal and I welcome the opportunity to discuss any element in further detail.

Sincerely,



Julio Suárez
Managing Director, Social Impact Sector

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Response to CRFQ 1500 AGO2300000002

(3.1.1.1) Nonprofit Executive Director Search Experience

DRiWaterstone has been providing executive search services for over 20 years. During that time, we successfully placed over 1,000 candidates. In 2022 alone, we recruited 100 leadership candidates for a wide range of non-profit and social enterprise organizations. We have placed Executive Directors/CEOs/Presidents at a wide array of nonprofits and foundations, including AARP Foundation, where our placed candidate is now the CEO of AARP. The cornerstone of DRiWaterstone’s approach to executive search is a conviction that one size does not fit all. Our experiences in the non-profit, foundation and social enterprise sectors have taught us that an organization’s specific characteristics – its unique governance dynamics, revenue models, organizational development, and communities served – must drive recruitment strategy. DRiWaterstone has spent the past 20+ years building a deep-rooted network of purpose and mission-driven clients that we will utilize for WV First Foundation’s Executive Director. *Please see below a selection of recent ED/CEO/President placements relevant to this search:*

Organization	Title	Candidate Placed	Start Date
AARP Foundation	President	Claire Casey	January 2023
Chesapeake Bay Commission	Executive Director	Anna Killius	January 2023
Doorways for Women and Families	CEO	Diana Ortiz	January 2021
Galapagos Conservancy	President	Dr. Paul Salaman	October 2020
Healthworks for Northern Virginia	CEO	Dr. Tonya Adkins	June 2022
JED Foundation	President & COO	Rebecca Benghiat	November 2021
Marine Corps Scholarship Foundation	President & CEO	Lt. Colonel Ted W Probert	July 2021
Marine Raider Foundation	Executive Director	Jessica McAndrews	March 2022
Robertson Foundation for Government	President	Cynthia Robinson	December 2017
VFW Foundation	Executive Director	Lisa Baronio	August 2022
Women’s Foundation for Greater Memphis	CEO	Shante Avant	January 2023

(3.1.1.2) Recognition in the Nonprofit Executive Director Search Industry

We are honored that the quality of our work is widely recognized by experts in the field, media outlets, clients, and candidates: **Forbes 2022 America’s Best Executive Recruiting Firms**; **Hunt Scanlon Media HR/Diversity Recruiting 65 List**; **Manage HR Magazine List of 2022 Top Executive Search Firms**

(3.1.1.3) Our Search Plan for WV First Foundation’s Executive Director

We understand that the search firm selected to recruit WV First Foundation’s Executive Director must submit candidate recommendations to the WV Attorney General within 30 days of acknowledgment of winning this bid. Should we be awarded this contract, DRiWaterstone will customize a timeline that fits your needs by developing a calendar that identifies responsibilities, deliverables, and timing and providing updates on our activities and results regularly. Typically, our search process unfolds in five phases: Discovery, Recruitment, Review and Assessment, Interviews, and Selection and Offer Negotiation. For the purpose of this proposal, we have outlined the search accordingly, however, please note that this timeline is subject to change based on the State’s needs.

	<u>Objectives</u>	<u>Methodology</u>	<u>Timeline</u>
Phase I Discovery	<ul style="list-style-type: none"> Meet with the WV Attorney General and key stakeholders to understand the short- and long-term goals for the WV First Foundation, the ideal workplace and community culture, and the skills required to succeed in the role. 	<ul style="list-style-type: none"> Position overview: a marketing document created to intrigue qualified candidates. Candidate packet: includes benefits, an org chart, strategic plan, etc. 	Within 5 days of winning bid
Phase II Candidate Recruitment	<ul style="list-style-type: none"> Use our knowledge of the sector, referral partners, the DRiWaterstone database and digital tools to research and identify a diverse array of potential candidates 	<ul style="list-style-type: none"> Industry-specific professional associations Affinity groups (e.g., social media, listservs, newsletters) LinkedIn Recruiter outreach Website job boards Internal candidates 	Weeks 1-4
Phase III Candidate Review and Assessment	<ul style="list-style-type: none"> DRiW will promptly review and assess candidates by conducting Zoom interviews to assess job criteria and organizational fit 	<ul style="list-style-type: none"> Criteria matrix Candidate questionnaire Predictive Index (PI) Behavioral Assessment Reference, background, social media, and education checks 	Weeks 1-4
Phase IV Candidate Presentation and Interviews	<ul style="list-style-type: none"> Present the WV Attorney General with a pool of qualified candidates who align with the mission. Collaborate with the WV Attorney General to determine finalists. Coordinate scheduling for all final interviews 	<ul style="list-style-type: none"> We provide the WV Attorney General with the Contract Items including detailed information on each candidate to be interviewed: questionnaire, PI assessment, background/reference/ social media checks 	Week 4 (within 30 days of winning bid)
Phase V Selection and Offer Negotiation	<ul style="list-style-type: none"> Work with you to structure a job offer, start date, employment package, and other required materials. Ensure a seamless process that ends with your candidate saying “yes” 	<ul style="list-style-type: none"> Informal offer for alignment before a formal offer is generated. Onboarding and integration plan developed. 	TBD

Discovery Process

We start with a *Kickoff Meeting* to bring the DRiWaterstone team together with the WV Attorney General. We will discuss short-term and long-term goals and visions for the WV First Foundation, workplace and community culture, current challenges and opportunities in the space, and the skillset, experience, and any other critical success factors relevant to the role of the Executive Director. We use several tools and methods to achieve consensus on the ideal candidate including:

Stakeholder Interviews: With the WV Attorney General we identify key stakeholders – Board members, government officers, significant community partners, experts in the field, etc. Through these conversations, we collect information about current opportunities and challenges, as well as desired qualifications and key responsibilities for the Executive Director.

Criteria Matrix: With the WV Attorney General we develop a list of criteria for the ideal candidate (including background, skills, and personal characteristics). The WV Attorney General will then rank the criteria as “Must Have, Highly Desirable, or Nice to Have” to help focus recruitment efforts and later aid the assessment of candidates.

Position Overview: A marketing-style job description that promotes the WV First Foundation, engages, and excites highly qualified candidates, and sets the criteria for evaluation. This document is developed in collaboration with the Attorney General and serves as the core document for our nationwide recruitment.

Candidate Packet: Materials to be shared with serious candidates later in the search process to help them gain a deeper understanding of your organization.

Networks and Resources to Recruit the Executive Director

We utilize our knowledge of the philanthropic, health and non-profit sector, the national opioid epidemic, digital tools, and referral partners to identify a diverse array of potential candidates who best match the search criteria. We have long-standing partnerships with over 1,000 non-profits, board members, clients, and candidates, and an extensive network in Virginia/West Virginia/DMV Area. We use the following tools:

Proprietary Database: DRiWaterstone maintains a database of over 68,000 non-profits, social enterprises, and for-profit professionals. We begin searches by identifying potential candidates we already know who align with the search criteria.

Referrals/Networks: We conduct outreach to our extensive network of referral partners built through decades of partnerships with candidates, non-profit and social enterprise leaders, Board members, and senior executives. By tapping these relationships for recommendations, we identify promising candidates from different sectors. We also encourage stakeholders to refer candidates. We handle all internal candidates with professionalism and confidentiality and have them go through the same process as our other candidates to ensure equity in the process.

Primary Research: We identify target organizations where promising candidates may work and use multiple avenues of primary research to develop a list of high-priority candidates.

Identifying Diverse Candidates: We have relationships with many diverse professional organizations and academic institutions. Our consultants deliberately search for and recruit diverse candidates.

Candidate Interviews and Assessment

We identify potential candidates, review their resumes, and hold initial screening calls. The Lead Consultant then conducts interviews with the most promising candidates. We use additional tools to evaluate candidates including:

Candidate Questionnaire: Based on the Position Overview and Criteria Matrix, we design a tailored Candidate Questionnaire that allows the Attorney General to hear directly from the candidate prior to a formal interview. This tool provides insight into how a candidate communicates, their strategic ability and approach, and technical capabilities. Additionally, this tool provides another way to look at a candidate's qualifications. This is developed with and approved by the Attorney General.

Criteria Matrix: Identifies the “Must Haves” for the candidates we recruit. Developed with the Attorney General we then share how candidates align with the criteria identified and ranked.

Predictive Index (PI) Behavioral Assessment: The PI Behavioral Assessment is a scientifically validated behavioral assessment tool designed to provide work-related behavioral insight.

References: We conduct in-depth reference checks, including interviews (or discussions) with individuals who are or have been able to evaluate the candidate's performance on the job.

Background Checks: We conduct background checks on all candidates to be interviewed, including education, criminal, and social media presence.

Partnership with the Attorney General and the State of West Virginia

The partnership we build with all representatives from the State who will play a role in this search is an important part of the search process. Our job is to earn your confidence—as both a trusted advisor in internal deliberations and as a faithful ambassador to candidates externally. We set up a series of regular meetings to ensure we are working in alignment. DRiWaterstone will adjust our search process to accommodate the needs of the State.

We use a password-protected, online Client Portal that will give you direct access to our candidate database, allowing them to see the candidates we are pursuing, the materials they share, and when we are interviewing them while ensuring that these documents are kept confidential, protecting candidates' privacy.

Once our initial evaluation process is complete, our team will prepare candidate profiles and analysis, which will include reference checks and background checks. DRiWaterstone will then meet with the Attorney General to discuss the top candidates, determine how they rank against the search criteria and select the most desirable to interview. Our candidate stewardship team coordinates scheduling and travel for all interviews and ensures that you and the finalists have all the information needed to conduct the most productive interviews possible. Once a candidate is selected, DRiWaterstone works with you on structuring the job offer, employment package, and any necessary relocation logistics.

(3.1.1.3) Onboarding & Integration Plan

As part of our services, we will provide guidance and advice on how to make the onboarding and integration of the Executive Director successful.

Following the placement of the Executive Director, DRiWaterstone will work with the Attorney General and any other stakeholders to structure an onboarding and integration plan. The first step will be to work with the Attorney General to research and identify key individuals in the Government, Foundation and Nonprofit, Community, and Academic spaces with whom the WV First Foundation Executive Director should meet. Such individuals might include the Commissioner and State Health Officer, Faculty and Researchers at the University of West Virginia, Executive Directors at various Substance Abuse Organizations in West Virginia, among others. The goal of these meetings will be for the Executive Director to gain an in-depth understanding of the funding needs for the opioid crisis in the state and to align with the community on the foundation's role in expanding treatment and providing evidence-based substance use prevention.

(3.1.1.4) Credentials and Certifications

DRiWaterstone HC has employees with the following credentials and certifications: Human Resources Leader Certification (CHRL) from the Human Resources Professionals Association (HRPA); MBA in Human Resources Management; HR Certificate.

(3.1.1.5) References

Lieutenant Colonel Ted Probert (Ret.)

President & Chief Executive Officer
Marine Corps Scholarship Foundation
909 N. Washington Street, Suite 400, Alexandria, VA 22314
(703) 549-0060 (w)
(603) 502 1900 (m)
Ted.Probert@mcsf.org

Loretta Doan, Ph.D.

Chief Executive Officer
The American Association of Immunologists
1451 Rockville Pike, Suite 650, Rockville, MD 20852
(301) 634-7178 (w)
(240) 626 1799 (m)
ldoan@aai.org

William French, VADM, USN (Ret.)

President & Chief Executive Officer
Armed Services YMCA
14040 Central Loop, Suite B, Woodbridge, VA 22193
(571) 932-3210 (w)
(619) 988 6613 (m)
wfrench@asymca.org

(3.1.1.6) DRiWaterstone guarantees that the placed candidate will NEVER be recruited back by DRiWaterstone as long as they are employed by WV First Foundation.

(3.1.1.7) DRiWaterstone follows industry practice and guarantees the selected candidate for one year following placement. Specifically, if you hire a candidate we have evaluated and recommended, and, if within one (1) year from receiving the placed candidate's signed offer letter, you choose to terminate the person for any reason (except disability, change of ownership, or organizational realignment), or the person leaves for any reason (excepting death, disability, change of ownership, or organizational realignment), then we will reopen the search for no additional professional fee.

Pricing

The fee for DRiWaterstone to conduct this search as described is \$68,500. There is an additional \$1,500 administrative fee payable at the beginning of the search. Our fee includes all search-related expenses such as research, virtual interviews, background analysis, production of materials, and all other related costs except for direct travel expenses incurred by candidates, the search team, and the Lead Consultant. All expenses will be approved by the State before they are incurred.

Conclusion

We would be honored to use our experience and resources to lead the search for WV First Foundation's Executive Director. DRiWaterstone has a proven track record of partnering with nonprofits of all sizes and providing exceptional services that help them continue to make the world a better place. Our broad knowledge of the sector and our holistic approach to search make us uniquely qualified to serve as your partner. We pledge to lead this search with our core values of honesty, urgency, excellence, and service. As consultants, we will ensure that we recruit a diverse pool of strong candidates who possess the superior skills and knowledge necessary to lead the Foundation.

We look forward to the opportunity to work with you.

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About Our Firm

DRiWaterstone is a women-founded and led executive search firm. With a focus on purpose and mission-driven organizations, we provide executive search and strategic consulting services to help regional, national, and international clients grow, thrive, and excel. Our focus on both purpose and mission-driven organizations and candidates differentiates us from our competitors.

Why DRiWaterstone

DRiWaterstone is one of the few firms in the U.S. to offer our suite of services. We recruit Board members, Executive Directors, C-Suite Executives, and all levels of development positions, working side-by-side with our clients to build talented teams, adopt bold strategies, and design powerful programs. This suite of services adds critical resources to our executive search practice—fueling rigor, sophistication, and creativity in our approach, amplifying the quality of our consultations, and heightening our impact on our clients.

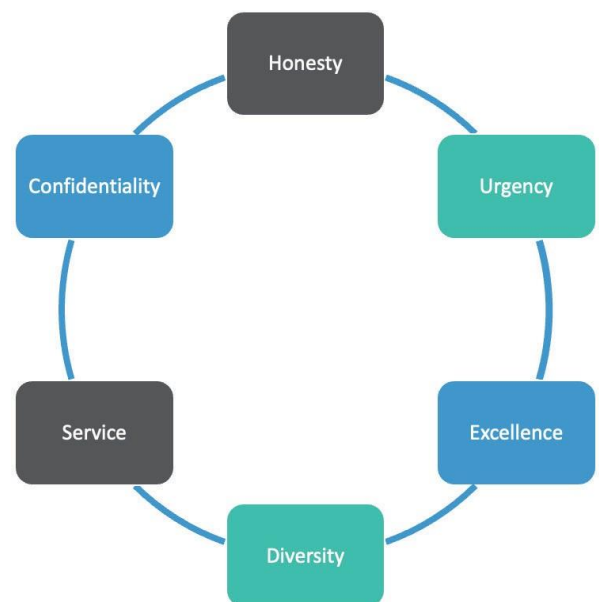
Our client's purpose and mission are reflected in the processes we follow and the relationships we build. Our search process addresses the real market challenges you face and guides our candidate recruitment process. Our commitment to partnership leads to understanding, consensus, and confidence essential to an effective search process.

Our Success

Since our founding in 2001, DRiWaterstone has completed **over 1,000 executive search assignments** with a **98% candidate placement rate**. We are honored that the quality of our work is widely recognized by experts in the field, media outlets, clients, and candidates.



Our Values



DRiWaterstone's Leadership Team

DRiWaterstone is unique in that one of our leaders plays a hands-on role in every search we conduct, allowing us to align our efforts with each client's most important strategic goals. Each assignment is supported by a carefully structured team of specialists, including an executive search associate, marketing associate, client liaison, researcher and candidate stewardship associate. *Please see our leadership team biographies below. Their full list of qualifications can be found at <https://waterstonehc.com/driwaterstonehc/team/>*

Jennifer M. Dunlap

President and Chief Executive Officer

After spending decades as a senior executive in premier non-profit organizations, Jennifer Dunlap was convinced that the sector needed a dedicated and proven partner that could build capacity for mission-driven organizations. Before founding DRiWaterstone, Jennifer served as Senior Vice President at the American Red Cross, Vice President at CARE USA, and in senior roles at the United Way and Easter Seals. Jennifer's strategic thinking, business acumen, and steady application of these practices to the world of executive search and strategic consulting have made her one of the foremost consultants working with non-profits today.

Nancy Racette

Co-founder and Chief Operating Officer

Driven by the belief that every person can have a fundamental impact on the world, Nancy has spent decades working with Boards of Directors and CEOs to design and staff innovative programs that fuel the growth of sustainable non-profit organizations. Nancy has guided Boards of academics, former military leaders, and corporate executives to identify change-making leaders in healthcare, public media, and sustainability organizations, among many other sectors. She has recently worked closely with Board members to lead high-profile searches for Chief Executive Officers at AAUW, In-sight Memory Care Center, Navy-Marine Corps Relief Society, and Nashville Public Radio, among many others.

Julio Suárez

Managing Director

Prior to joining the DRiWaterstone team in 2022, Julio served as Head of Community Affairs and Foundation at AB InBev, where he directed the company's community impact programs. Before joining Anheuser-Busch, Julio was Director of Community Affairs and Diversity Outreach at Darden Restaurants. Julio holds bachelor degrees in Business Administration and Communications Studies from the University of Kansas, and an MBA from Baker University.

Doug Trout

Managing Director

Doug Trout has 25 years of experience leading programs, development, and searches for institutions of higher education, research, and cultural institutes, including Executive Directors and CEOs, Chief Operating Officers, Chief Financial Officers, and a wide array of senior and mid-level development positions. Prior to joining DRiWaterstone, Doug served as Acting President of the Montpelier Foundation, and as Executive Director of the Miller Center Foundation and Director of the Graduate Fellowship Program at the Jefferson Scholars Foundation. He holds a BA from James Madison University and an MPA from George Mason University.

“Working with DRiWaterstone, you can expect a disciplined process, honest input and feedback, and a strategic partner who will understand and work with you to achieve your goals.”

Tom Nelson
Retired President and CEO
Share Our Strength

Partial Client List

Advocacy

AARP
Alliance for Justice
American Association of University Women (AAUW)
American Civil Liberties Union (ACLU)
American Farm Bureau Federation
Center for Community Change
Center for Science in the Public Interest
Human Rights Campaign
Leadership Conference on Civil and Human Rights
League of Women Voters
National Skills Coalition

Arts and Culture

Arena Stage
Colonial Williamsburg
Ford's Theatre
James Madison's Montpelier
Library of Congress
Shakespeare Theatre Company
Sitar Arts Center
Trust for the National Mall
York County History Center

Associations and Foundations

AARP and AARP Foundation
AAUW
American Academy of Physician Assistants (AAPA)
Coast Guard Foundation
JED Foundation
Martin Luther King Memorial Foundation
National Rest. Assoc. and Educational Foundation
SHRM Foundation

Education

American Academy of Arts & Sciences
Duke Ellington School of the Arts
George Mason University
Howard University
Rice University
St Andrews University
United Negro College Fund

Environment/Conservation

American Farmland Trust
Digital Green
Galapagos Conservancy
Lowcountry Land Trust
The National Park Foundation
The Nature Conservancy
Trout Unlimited
Ocean Conservancy
World Wildlife Fund (WWF)

Health Care/Research Institutions

Carnegie Institution for Science
Citizens United for Research in Epilepsy
JED Foundation
Medstar Washington Hospital Center
Merlin Medical
National Alliance on Mental Illness
St. Jude Children's Research Hospital

International & Humanitarian

Africare
Habitat for Humanity International
Heifer International
Operation Smile
PATH
Vitamin Angels

Human Services

Action Against Hunger
American Red Cross
Feeding America
KABOOM!
Martha's Table
YWCA Charleston & Tulsa

Media

The Guardian
Louisville Public Media
National Public Radio
Vermont Public Radio
WETA (Public Broadcasting)
YR Media

Military

Armed Services YMCA
Caring for Military Families:
Elizabeth Dole Foundation
Coast Guard Foundation
Help Heal Veterans
Marine Corps Scholarship Foundation
Our Military Kids
United Services Organization (USO)

Museums

American Air Museum in Britain
Chrysler Museum of Art
Corning Museum of Glass
National Gallery of Art
Smithsonian Institution
United States Holocaust Memorial Museum
Virginia Museum of Fine Arts
White House Historical Association

Religiously Affiliated

American Jewish World Service
Episcopal Relief & Development
Guideposts
International Fellowship of Christians & Jews
Lutheran Theological Seminary
Washington National Cathedral

Think Tanks and Policy

Bipartisan Policy Center
The Brookings Institution
Center for Science and the Public Interest
James Baker III Institute
Learning Policy Institute
Partnership for Public Service
Peterson Institute for International Economics
RepresentUS
Urban Institute
Woodrow Wilson International Center

A full list of our past clients can be found at: <https://waterstonehc.com/driwaterstonehc/client-list/>