


<b>Purchase Change Request</b>				Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU19RNL			
FY 2019	Buyer BS	Date 11/04/2019	Account	P.O. Date 01/28/2018	Contract				
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement			<b>Document Action</b> <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error					<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other	
Vendor Name, Address, Phone #, etc. Ruffalo Noel Levitz LLC 1025Kirkwood Parkway SW Cedar Rapids, IA 52404-8629			Vendor Code <b>481289593</b>		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100				
Ph#	Fax	FEIN# <b>481289593</b>							
Item#	Quantity	Description of Change				Unit Price	Extended Price		
		<p align="center"><b>Change Order # <u>2</u></b></p> <p>The purpose of this amendment is to add Statement of Work #4 - SEO &amp; Content Development, all in accordance with the same terms and conditions contained in the original agreement, subject to the following unit price changes contained in the following documents.</p> <p align="center">Statement of Work #4 - SEO &amp; Content Development</p> <p>Effective Dates: 10/16/2019 - 03/27/2020</p> <p>Effective date of change is 10/16/2019</p>							
Reason for Change: Add Statement of Work # 4.					Previous Total	\$	OPEN-END		
					Increase	\$			
					Decrease	\$			
					New Total	\$	OPEN-END		

Approved:

  
Authorized Signature

11-4-19  
Date

N/A

Attorney General if required

Date



# Statement of Work #4 – SEO & Content Development

R 2001102

## 1 OVERVIEW

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This Statement of Work (“**SOW**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”), to Marshall University (“**Client**”) (together referred to as the “**Parties**”) and is made pursuant to the November 1, 2018 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

## 2 TERM

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- A. The term of this SOW starts on October 16, 2019 (“**Start Date**”) and ends on March 27, 2020 (“**End Date**”) (the “**Term**”).

## 3 SERVICES

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During the Term, RNL will provide the services below (“**Services**”):

- A. An Search Engine Optimization (SEO) to develop content for 30 academic program and enrollment-related pages
  - i. A one (1) day, on-site visit by two (2) RNL consultants for program discovery, including group and individual interviews to support research for each webpage assignment;
  - ii. Search engine optimized content development for 30 academic program and/ or enrollment related pages;
  - iii. Editing of nine (9) previously drafted pages;
  - iv. Development of IA sitemap to support new structure for admissions and financial aid;
  - v. Research to identify branded and non-branded keyword terms and search concepts; and
  - vi. Delivery of initial page drafts and facilitation of revisions with campus stakeholders
- B. All Services purchased must be consumed within the Term.

## 4 CLIENT RESPONSIBILITIES

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- A. The provision of Services by RNL is conditioned upon Client providing the following (“**Client Responsibilities**”):
  - i. Timely coordination with RNL for implementation of Services.
  - ii. Client Materials necessary for the Services.

## 5 FEES & PAYMENT SCHEDULE

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- A. Client shall pay RNL \$50,300 (fifty thousand, three hundred dollars) for Services.

B. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
November 16, 2019	\$25,150
December 16, 2019	\$12,575
January 16, 2020	\$12,575
<b>TOTAL</b>	<b>\$50,300</b>

C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.

D. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

## 6 CLIENT INFORMATION

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A. Client primary contact for SOW:

Name: Ginny Painter  
Title: Senior VP of Communications  
Phone: 304-696-4621  
Email: ginny.painter@marshall.edu

B. Invoices shall be sent to the following address:

Name: Melody Freeman  
Title: Manager, Accounts Payable  
Address: One John Marshall Dr.  
City, State, Zip: Huntington, WV 25755-4500  
Phone: 304-696-2221  
Email: acctspayable@marshall.edu

Client may revise the above contact information at any time upon written notice to RNL.

## 7 GENERAL PROVISIONS

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A. **Amendments.** Any amendments to this SOW will require a change order ("CO") signed by both Parties. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a CO or separate SOW. Notwithstanding the foregoing, these Services, or a portion thereof, may be provided to RNL by a third-party vendor. Therefore, RNL cannot guarantee these Services will continue to be available to RNL or the Client.

B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the "Service Conditions") are not satisfied, then RNL may suspend provision of the

Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion. Notwithstanding any term in the Agreement to the contrary, this SOW may not be terminated without cause.

- C. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and invoices arising under them ("**Relevant Documents**") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.

**[SPACE INTENTIONALLY LEFT BLANK.  
SIGNATURES FOLLOW ON NEXT PAGE.]**

**Marshall University**

By: Michelle Wheeler  
Printed Name: Michelle Wheeler  
Title: Assoc. Director of Purchasing  
Date: 10/16/19

**Ruffalo Noel Levitz, LLC**

By: \_\_\_\_\_  
Printed Name: Mary Noel  
Title: Director of Revenue  
Date: 10-16-19

**Please return signed contracts to [RNLContracts@RuffaloNL.com](mailto:RNLContracts@RuffaloNL.com)**