


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU19RNL
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FY 2021	Buyer BS	Date 9/18/2020	Account	P.O. Date 1/28/2018	Contract MU19RNL
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Document <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	Document Action <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
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Vendor Name, Address, Phone #, etc. Ruffalo Noel Levitz LLC 1025 Kirkwood Parkway SW Cedar Rapids, IA 52404-8629	Vendor Code 481289593	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph#	Fax	FEIN# 481289593

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 4 The purpose of this amendment is to add Statement of Work #6 - SEO & Content Development, all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders, subject to the following unit price changes contained in the following documents. Statement of Work #6 - SEO & Content Development Effective Date of Change: 9/18/2020 SOW #6 Effective Dates: September 21, 2020 - October 31, 2021		

Reason for Change: To amend MU19RNL by adding Statement of Work #6 - SEO & Content Development.	Previous Total	\$ Open-End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open-End

Approved: Angela White Negf 9/18/20 _____ Date

Authorized Signature

N/A

Attorney General if required _____ Date



Statement of Work #6 – SEO & Content Development

1 OVERVIEW

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

- A. The term of this SOW starts on September 21, 2020 (“**Start Date**”) and ends on October 31, 2021 (“**End Date**”) (the “**Term**”).

3 SERVICES

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

- A. Dynamic SEO strategy and content development to include the following:
- i. Group and individual interviews and/or surveys conducted remotely to support research for each webpage assignment;
 - ii. Content writing support for up to twenty (20) financial aid webpages;
 - iii. Creation of keyword blueprints for each selected webpage; and
 - iv. Delivery of initial webpage drafts and facilitation of up to two (2) rounds of revisions per webpage.
- B. All Services purchased must be consumed within the Term.

4 CLIENT RESPONSIBILITIES

- 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
 - iii. Access to Client’s Google Analytics account.

5 FEES & PAYMENT SCHEDULE

- A. Client shall pay RNL \$24,000 (twenty four thousand 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 1, 2020	\$12,000
January 1, 2021	<u>\$12,000</u>
TOTAL	\$24,000

- 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

A. Client primary contact for SOW:

Name: Christopher McComas
 Title: Director of Web Strategy
 Phone: 304-696-5720
 Email: chris.mccomas@marshall.edu

B. Invoices shall be sent to the following address:

Name: Ginny Painter
 Title: Senior VP for Communications and Marketing
 Address: Marshall University, One John Marshall Dr.
 City, State, Zip: Huntington, WV 25755
 Phone: 304-696-4621
 Email: painterv@marshall.edu

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

7 GENERAL PROVISIONS

- 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: Angela White Negley

Printed Name: Angela White Negley

Title: Director of Purchasing

Date: 9/18/2020

Ruffalo Noel Levitz, LLC

By: Mary Noel

Printed Name: Mary Noel

Title: Director of Accounting

Date: 9/17/2020

Please return signed contracts to RNLContracts@RuffaloNL.com