

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 4/5/2021	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 # <u>5</u> The purpose of this amendment is to add Statement of Work #7 - 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 #7 - SEO & Content Development Effective Date of Change: 4/5/2021 SOW #7 Effective Dates: April 1, 2021 - January 31, 2022		

Reason for Change: To amend MU19RNL by adding Statement of Work #7 - SEO & Content Development.	Previous Total \$ <u>Open-End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open-End</u>
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Approved: Angela White Negley 4/6/21
 Authorized Signature Date

N/A
 Attorney General if required Date



Statement of Work #7 – 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 April 1, 2021 (“**Start Date**”) and ends on January 31, 2022 (“**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. Development of written search engine-optimized content for fifty five (55) targeted academic program and priority enrollment webpages identified by Client;
 - ii. Keyword research and creation of blueprints for each selected webpage, including primary and secondary keywords, meta title, and meta descriptions; and
 - iii. Delivery of content for Client review 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 \$77,999.90 (seventy seven thousand nine hundred ninety dollars and ninety cents) for Services.
- B. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
May 1, 2021	\$38,999.90

July 1, 2021	\$19,500.00
September 1, 2021	<u>\$19,500.00</u>
TOTAL	\$77,999.90

- 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: ~~4/5/2021~~ ^{AM} 4/6/21

Ruffalo Noel Levitz, LLC

By: Mary Noel

Printed Name: Mary Noel

Title: Director of Accounting

Date: 4/2/2021

Please return signed contracts to RNLContracts@RuffaloNL.com



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ruffalo Noel Levitz, LLC

Authorized Signature: *[Handwritten Signature]* Date: 4/5/2021

State of Iowa

County of Linn, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of April, 2021.

My Commission expires September 1, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature: Laura R. Hurt]

Purchasing Affidavit (Revised 01/19/2018)



UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 481289593
Business name: RUFFALO NOEL LEVITZ LLC
Doing business as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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