



Statement of Work #3 – Organizational and Operational Review

1 OVERVIEW

This Statement of Work (“**SOW**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”), to University of North Texas (“**Client**”) (together referred to as the “**Parties**”) and is made pursuant to the February 24, 2014 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

2 TERM

A. The term of this SOW starts on June 1, 2021 (“**Start Date**”) and ends on March 31, 2022 (“**End Date**”) (the “**Term**”).

3 SERVICES

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

- A. A(n) undergraduate admissions, marketing, financial aid, and retention programs and operations Organizational and Operational Review (“**Review**”). The Review will identify opportunities to enhance the current organization, operations, and practices in support of new student recruitment goals. Specifically, the Review will include:
- i. A telephone conference to discuss Client documents requested for review prior to the visit, and the identification of Client key personnel for interviews;
 - ii. A two-day, two-consultant on-site or remote review, including interviews with key personnel;
 - iii. Exit briefing of findings and recommendations;
 - iv. A written report of observations and detailed recommendations related to operations and strategies, market challenges and distinctives, and “best practice” initiatives designed to support enrollment goals;
 - v. Remote presentation of the written report findings and recommendations; and
 - vi. Telephone and email consultation related to the Review findings and recommendations as needed.
- 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.

5 FEES & PAYMENT SCHEDULE

- A. Client shall pay RNL \$17,000 (seventeen 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>
June 1, 2021	\$8,500
August 1, 2021	\$8,500
TOTAL:	\$17,000

- 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:

Title:

Phone:

Email:

- B. Invoices shall be sent to the following address:

Name:

Title:

Address:

City, St:

Phone:

Email: invoices@untsystem.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.
- 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.]**

University of North Texas

By:

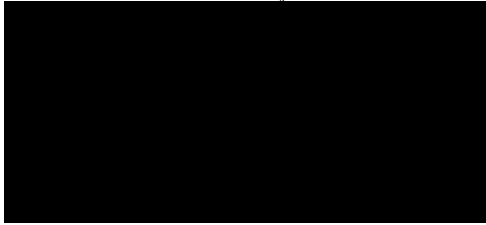


Printed Name: _____

Title: _____

Date: _____

Ruffalo Noel Levitz, LLC



Date: 6/4/2021

Please return signed contracts to RNLContracts@RuffaloNL.com



STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

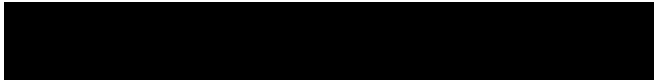
Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: 

UNIVERSITY OF NORTH TEXAS





Title: _____

Date: _____

Date: 6/4/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.