

FERRIS STATE UNIVERSITY

FERRIS FORWARD

Request for Proposal Bid #22-004

Marketing Services

Project Name: Marketing Services

Issue Date: July 1, 2021

Due Date: Wednesday, August 4, 2021 at 3 p.m. (EST)

Public Opening: No

Fax/Email Bids Accepted? No

Commodity/Description: Marketing Services

Bid Submission: Electronic Submission Required
(Outlined in Instructions on page 9)

Buyer: Erik Booth, Buyer, 231-591-3914
ErikBooth@ferris.edu

Project Coordinator: Jeremy Mishler, Associate VP for External Relations
Anne Hogenson, Director of Marketing

TIME TABLE

Issue Date: July 1, 2021

**Deadline to Request
Additional Information:** Thursday, July 15, 2021

Response Due: Wednesday, August 4, 2021 at 3 pm EST

Interviews: To Be Determined Based on Submissions
(On/About week of August 16 and/or 23, 2021)

Begin Service: October 1, 2021

Complete Service: June 30, 2024

We reserve the right to reject any proposals not submitted to the proper location or on the proper forms.

INFORMATION & DISCLOSURE FORM

The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- () There is no officer or employee of Ferris State University who has, or who's relative has, a substantial interest in any contract award subsequent to this proposal/bid.
- () The names of any and all public officers or employees of Ferris State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.
- () Michigan's Business Corporations Act, MCL 450.2011, specifically provides that "[a] foreign corporation shall not transact business in this state until it has procured a certificate of authority to transaction business from the administrator [with the Michigan Department of Labor and Economic Growth]." A foreign corporation is defined in the Act at MCL 450.1107(1) as "a corporation for profit formed under laws other than the laws of this state" My Michigan Business Authorization number is: _____
- () The company listed below is a registered Minority or Woman owned business. I have included a copy of my company registration for documentation.

All vendor responses submitted become the property of the University. The responses will not be returned and may be subject to disclosure under Michigan's Freedom of Information Act ("FOIA") or other laws, therefore responses may be released to third parties without prior notice to respondents, as required to comply by law.

The undersigned further certifies that their firm (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

After carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Company Name: _____ FEIN/TIN#: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Web Address: _____

Name & Title: _____

Signature: _____

Scope:

Ferris State University (FSU) solicits competitive bids from Professional Services Organizations (PSO) for higher education marketing services on behalf of Ferris' Division of University Advancement and Marketing (UA&M). After complete and careful review of all responses, FSU will invite top firms to take place in a post-bid interview process with the goal of entering into a contract for professional services.

Summary:

FSU solicits competitive bids from pre-qualified professional services organizations for Marketing Services on behalf of FSU's divisions of UA&M, Extended and International Operations (EIO), and Kendall College of Art and Design (KCAD). The intent of the RFP is to identify a firm that can directly assist FSU with the development and execution of annual marketing campaign strategies and tactics designed to enhance student recruitment efforts by generating strong marketing qualified lead conversions. It is also important that the firm's work continues building the University's brand image and awareness among key influencers (alumni, donors, parents, educators, business and civic leaders, legislators, and the media). Specific emphasis upon and objectives specifically targeting:

- Provide shared marketing services to UA&M, EIO and KCAD to support coordination and integration of Big Rapids, EIO and KCAD annual marketing campaign strategies and tactics. Special focus will be on presenting these and other entities of FSU as part of one university with one brand.
- Develop marketing strategies and tactics that will yield stronger market share conversions (requests for information, applications, and orientation) among all prospective enrollment audiences.
- Provide media planning and buying services and media monitoring and analysis.
- Advance FSU's current Ferris Forward brand platform and present FSU as a consistent and easily recognizable brand to prospective student target audiences and key influencers.
- Work with University staff to ensure its college, program and/or department-specific student recruitment efforts closely align with the broader University's marketing strategies and tactics to promote clarity of FSU's identity, value, and distinctiveness across multiple platforms.
- Develop digital and other promotional content for new market-driven degree programs.

This Request for Proposal will result in a contract through June 30, 2024.

Deadline:

Proposals must be received by the University by **Wednesday, August 4, 2021 at 3 p.m. (EST)**.

Any questions must be submitted on the Public Purchase Bid Page by Thursday, July 15, 2021.

General Information about Ferris State University:

FSU is a mid-sized four-year public university known for its quality of instruction and large selection of academic programs, ranging from associate to doctoral degrees, offered through seven degree-granting colleges. These colleges include the College of Arts, Sciences and Education, College of Business, College of Engineering Technology, College of Health Professions, Kendall College of Art and Design, Michigan College of Optometry, and College of Pharmacy.

Founded in 1884 by Woodbridge and Helen Ferris as the privately owned Big Rapids Industrial School, FSU became a state institution in 1950 and a state university in 1987. Since its beginning, FSU has been dedicated to providing students of diverse backgrounds with educational opportunities for rewarding professional and civic lives.

The University strives to align its practices and resources in support of its core values of collaboration, diversity, ethical community, excellence, learning and opportunity. Ferris' mission is to prepare students for successful careers, responsible citizenship, and lifelong learning. Through its many partnerships and its career-oriented, broad-based education, Ferris serves our rapidly changing global economy and society.

Students at Ferris have exceptional access to faculty due to the University's low student-faculty ratio and small class sizes, which promote a more engaging instruction, one-on-one career advice and professional connections. Credentialed, dedicated instructors who have real-world experience in their fields provide relevant, adaptive coursework with an emphasis on hands-on learning teach courses at FSU.

Ferris is committed to ensuring that students gain real-world skills outside of the classroom. The university works with numerous external partners, including alumni, industry and professional leaders, for program direction and networking advantages. It also requires program-related internships in most of its degree programs. As a result, the majority of students enrolled in bachelors or more advanced degree programs participate in internships that support their personal and professional growth.

The University also collaborates with industry leaders to maintain state-of-the-art equipment and technology. Its instructional and supportive spaces include the following high-quality facilities:

- Centers for Welding Excellence and Advanced Manufacturing
- College of Pharmacy Center for Innovational Learning and Research
- Dow Interactive Eye Learning Center
- Ferris Library for Information, Technology and Education
- Granger Center for Construction and HVACR
- Information Security and Intelligence Digital Forensics Lab
- National Elastomer Center
- Shimadzu Core Laboratory

Ferris also offers a number of facilities to support amenities for commuter and residential students, including the Student Recreation Center and the University Center, its popular student union and activity space and the recently constructed North Hall, a state-of-the-art living/learning residence hall to enhance the first-year student experience.

FSU serves students from many different backgrounds and regions, and provides access to educational opportunities through a traditional, residential college experience on the university's main campus in Big Rapids or through its 20+ statewide locations, online learning, and partnerships with community colleges and career technical centers. More than any institution in the state, Ferris State has connected with Michigan community colleges, creating partnerships on multiple campuses, and expanding its online offerings to allow students to complete coursework at their local community colleges toward a Ferris degree. As a result, more students choose to transfer to Ferris than any other university in Michigan. Ferris offers a unique transfer process that allows students to build on their education with little or no loss of credit.

From the enduring wisdom of our founders to the victories of our Bulldog student-athletes, Ferris State University's faculty, staff, students, alumni, board members, fans, and supporters have a lot to be proud of. Our campus and our landmarks, such as the FLITE library and Carillon Tower, are beacons that welcome all Bulldogs home. New projects, like the new Center for Athletics Performance and Center for Virtual Learning, bring cutting-edge resources to our campus. The Ferris Foundation, the University's philanthropic driver is on the cusp of completing the University's first-ever comprehensive fundraising campaign having raised more than \$107 million towards its \$115 million goal. Our resources and programming are powerful, inclusive, and shape our community into a welcoming place for all.

The faculty and staff at Ferris are consistently recognized for their scholarship, their expertise, and their unmatched dedication to our students. Our academic programs are innovative, comprehensive, and in many cases, ranked amongst the best in the world. They help our students accelerate their education, their careers, and their lives forward.

Most importantly, Ferris State University can be proud of the graduates who carry the lessons learned in our classrooms with them into the world, where they make a positive impact as makers of momentum and leaders in their field. The University also has an alumni community of over 175,000 members, with the majority (80%) residing in the State of Michigan. Ferris alums reside in all 50 states and in more than 90 countries worldwide.

General Information about Kendall College of Art and Design (KCAD)

At KCAD, we lead inquisitive, driven, and passionate individuals to transform their creativity into a marketable skill set—and from there, a dynamic career. Our specialized undergraduate (14) and graduate (5) programs in the fields of design, fine art, and art history emphasize expert instruction, personalized support, close-knit community, and real-world learning experiences that connect students to West Michigan's thriving art and design community.

The roots of the college lead back to 1928 and Helen M. Kendall, the second wife of nationally-known furniture designer David Wolcott Kendall. In her will, Mrs. Kendall established the David Wolcott Kendall Memorial School as a way to continue her husband's legacy of creativity, education, and innovation. Over the decades, KCAD would grow from a training ground for the region's booming furniture and home merchandising industries to a fully-fledged baccalaureate degree-granting institution with a broad array of creative program offerings. In 1996, KCAD and Ferris State University embarked upon a four-year process of affiliation that culminated in a complete merger in the 2000-2001 academic year, creating a partnership of art, design, and technology that optimizes both institution's strengths.

Today, KCAD continues to offer an innovative, high-quality, creative education that is:

- Personalized - we believe in meeting students where they are, helping them discover where they want to go, and equipping them with the means to get there.
- Versatile - our programs build expertise in creative problem solving that is highly adaptable, universally applicable, and in increasing demand from employers.
- Valuable - more than just a degree, our graduates leave KCAD with a strong foundation of professional and personal value that will carry them forward into their careers.
- Immersive - our students stay engaged via hands-on learning experiences, industry interaction, collaborative real-world projects, and close-knit campus community.
- Resource-Rich - KCAD lives in the heart of Grand Rapids, a vibrant creative haven full of places and people that will spark new ideas and fuel students' growth.

Required Services:

Services will include but may not be limited to the following:

- Develop integrated annual marketing campaign strategies for Ferris, EIO and KCAD in partnership with University staff and in line with University-defined marketing and sales lead conversion goals for the
 - Primary target recruitment audiences of prospective high school, transfer and graduate students, their parents and high school and community college counselors and teachers.
- Provide comprehensive creative development services that advance the Ferris Forward brand platform and help unite Ferris and KCAD and other colleges, departments, and programs under one brand.
- Provide services to assist University Marketing staff with developing a comprehensive media plan and strategic media placements for the annual campaign that include
 - Media planning and procurement for advertising including (but not limited to):
 - Digital advertising
 - Online gaming
 - Streaming video
 - Social media
 - Display
 - Mobile
 - Television advertising
 - Radio advertising
 - Outdoor boards (may also include transit boards and other similar opportunities)
 - Print advertising placements
- Develop key performance indicators and related analytics to measure and track engagement of primary and secondary audiences of the campaign in partnership with University staff utilizing the University's Google Analytics and Salesforce Marketing Cloud platforms.
- Provide ongoing analysis and best-practice insights that will establish a set of benchmarks for monitoring, evaluating, and forecasting marketing success, enrollment trends, and brand advancement.

- Work with University staff and leadership to identify and be responsive to emerging trends that could positively affect recruitment, enrollment, retention, and overall brand awareness.
- Work collaboratively and responsively with UA&M project leaders and other University partners as necessary.

Selection criteria:

1. Expertise and history of success in higher education recruitment marketing in Michigan and/or the Midwest region of the United States, including additional, concurrent marketing of specifically identified individual academic colleges and/or programs, and overall institutional brand advancement.
2. Submitted portfolio of comparable work and references from clients with whom the contractor has worked to provide services similar to those herein proposed for FSU, with references from higher education organizations required.
3. Ability to develop and execute integrated annual marketing campaigns for Ferris, EIO and KCAD in line with university goals.
4. Ability to provide placement strategy, coordination, and procurement and work with university staff and existing vendors to analyze and respond to results as needed.
5. Ability to develop the campaign's creative design platform and related messaging.
6. Roles and experience of key personnel assigned to the Ferris account.
7. Evidence of interest in and enthusiasm for working with Ferris.
8. Provision of a prescriptive budget for all services and projected media costs.

Proposals should include:

1. Please describe the relevant expertise of your firm in providing marketing support to higher education organizations.
2. Please provide us with a portfolio of at least two examples, from inception to implementation, of marketing campaigns your firm has delivered, including the goals, objectives and key performance indicators/benchmark analytics that demonstrate enrollment growth as a direct result of the campaigns.
3. Please provide examples of your media planning, including placement strategy, design and message development associated with campaigns that were targeted to our primary audience (prospective students, etc.).
4. Please provide examples of your media planning, including placement strategy, design and message development associated with campaigns that were targeted to our secondary audiences (key influencers of alumni, business, and community leaders). How would you suggest integrating creative design and messaging for both audiences within the same campaign?
5. Please provide examples of your work with developing digital content, email, and related communications and social media strategies.
6. In the context of overall budgeting, please describe your hourly rate, your methods for tracking billable hours, and all related additional services and costs. How will this be reported to FSU?

7. Please provide details on your media buying processes, procedures, and related charges. Do you have contract pricing for various media and different outlets? How do you invoice media costs? How is commission figured into planning and billing?
8. What cost savings measures do you utilize to minimize expenses while maximizing our marketing reach and effectiveness?
9. Please list the team members who will be assigned to FSU and describe their roles.
10. Please describe the beginning steps your team would take to work with team members from Ferris - to provide your services and propose a timeline for work toward implementation for the 2022 recruitment marketing cycle.
11. Please include any information related to diversity, equity, and inclusion strategies in your firm.
12. Please feel free to note if your firm is woman owned, minority owned, or in any way considered a disadvantaged business entity (DBE).

Special Considerations:

Special consideration will be given to firms that can also demonstrate:

- Expertise with higher education enrollment management (admissions, financial aid, etc.) processes and services.
- Expertise with the development of digital content, web, gaming, and related communications and/or social media strategies.
- Understanding of the goals, objectives, and culture of Ferris, KCAD and the University's 20+ off-campus sites.

Instructions and Requirements for Bid Response:

SUBMIT BID RESPONSES ELECTRONICALLY TO:

Proposals must be submitted electronically through Ferris State University's Site on Public Purchase. The link below will take you to the site:

<http://www.publicpurchase.com/gems/ferrisuniversity.mi/buyer/public/home>

All bidders must register with the site to access the bid documents and submit proposals. If you need assistance registering, please contact Public Purchase at vendorsupport@publicpurchase.com.

We reserve the right to reject any proposals not submitted to the proper location or on the proper forms.

- A. No other distribution of Responses will be made by the respondents. An official authorized to bind the bidding company in a contract must sign the Information & Disclosure Form Page (page 3) that is submitted with the response (Uploaded to Public Purchase). Proposals received after the time for closing will be rejected.

- B. We reserve the right to reject any qualifications not submitted to the proper location or on the proper forms. Bidder shall be solely responsible for the delivery of their Response; and, under no circumstances will a Response be given consideration if it is received after the said Due Date and Time if caused by a second party courier.
- C. Contractors may withdraw proposals at any time prior to the time and date set for opening.
- D. The University reserves the right to conduct discussions with contractors, to accept revisions of proposals, and to negotiate price changes. The University will not disclose any information derived from proposals submitted or from discussions with other contractors.
- E. An individual authorized to extend a formal proposal must sign the submitted proposal. Proposals that are not signed may be rejected.
- F. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
- G. The successful contractor is expected to enter into a standard form of agreement approved by the Ferris Board of Trustees. The Ferris State University contract terms and conditions are included herein. These terms and conditions shall be incorporated into the agreement between the University and the successful contractor.

REQUIREMENTS FOR RESPONSE

To be considered, the following items shall be electronically uploaded to Ferris State University's Public Purchase Page:

- ✓ Information & Disclosure Form (Page 3 of this document)
- ✓ Response to Scope/Specifications
- ✓ Completed W9
- ✓ Certificate of Insurance

ECONOMY OF PREPARATION

Responses should be prepared simply, providing a straightforward, concise description of the bidder's ability to meet the requirements of this Bid. Emphasis should be on completeness and clarity of content.

REJECTION OF RESPONSES

The University reserves the right to reject any and/or all Responses, in whole or in part, received as a result of this Bid.

INCURRING COST

The University assumes no responsibility or liability for costs incurred by the bidder prior to the signing of any Contract resulting from this Bid and/or subsequent post-bid interviews.

CHANGES IN THE BID

In the event that it becomes necessary to amend any part of this Bid, notice of addenda will be posted on the bid page at:

<http://www.publicpurchase.com/gems/ferrisuniversity,mi/buyer/public/home>.

Please select the “Track Changes” button on the left hand side of the bid page to view the changes made for each addendum.

Insurance Requirements:

It is the Policy of Ferris State University to require that all companies performing work on Ferris State University’s property to provide the University with a certificate of insurance. The Certificate of Insurance will provide Ferris State University with assurance that the company has the following amounts and types of insurance in effect:

Workers' Compensation with Employers' Liability	Statutory Limits & EL \$1,000,000
Commercial General Liability	\$1,000,000 per occurrence & \$2,000,000 aggregate
Professional Liability	\$2,000,000 per occurrence & \$2,000,000 aggregate
Cyber Risk Liability	\$2,000,000 per occurrence & \$6,000,000 aggregate
Auto Liability	\$1,000,000
University Listed as Certificate Holder At the Following Address: 420 Oak ST, PRK 250 Big Rapids, MI 49307	

The Certificates of Insurance shall also provide Ferris State University with: policy effective date, policy expiration date, policy number, companies affording insurance, producer, insured, certificate holder (Ferris State University), and assurance that at least 30 days’ notice to Ferris will be given upon cancellation of insurance.

Exceptions to this policy will not be made unless circumstances exist that warrant alternative consideration. In such cases, the company or person unable to obtain proper amounts of insurance may be required to sign and agree to hold Ferris State University harmless for any potential or realized liability.

TERMS AND CONDITIONS OF PURCHASE

- A. **Contract Formation:** Any outstanding prior offers which may have been made by Seller to Buyer with respect to the subject matter of this order are hereby rejected by Buyer. This order is an offer by Buyer and may be revoked or changed at any time before acceptance. No different or additional terms included by Seller in accepting or acknowledging this order shall be effective unless agreed to in writing by Buyer. Neither acceptance of delivery of the goods nor payment therefore shall constitute acceptance by Buyer of any such different or additional terms even if Seller states that its acceptance is conditioned on Buyer's assent to such terms. The commencement of any work or delivery of any goods shall be acceptance by Seller of all the terms of this purchase order, whether or not Seller has assented in writing to all of such terms.
- B. **Terms:** As stated on purchase order, Invoice not payable until shipment inspected and accepted by Buyer. In the event Buyer makes payment of invoice within the period allowed for the purpose of obtaining any cash discount offered, such payment shall not prejudice the right of the Buyer to return goods found defective or which fail inspection and receive credit or reimbursement from Seller.
- C. **Delivery and Performance:** Time is hereby expressly declared to be of the essence, and Seller is notified that failure to deliver the goods or perform the services on time may result in substantial damage to Buyer. If Seller shall fail to make timely delivery or performance of any part of the goods or services, or if timely delivery or performance is endangered for any reason, Buyer shall have the right, at its option, to terminate any part or the whole of this order, reject untimely deliveries, purchase substitute goods elsewhere, and charge Seller with any loss incurred.
- D. **Warranties:** All specifications, drawings, and other data submitted by Buyer, including performance data, are incorporated by reference into this order, and Seller expressly warrants that the goods or services shall conform to such data. In addition, goods delivered are expressly warranted by Seller to be merchantable, of good material and workmanship, free from any defect in material, labor or fabrication, and fit for the particular purposes of Buyer. Seller further warrants that all work and services performed hereunder will be free from defect in workmanship. All warranties shall extend to future performance of goods, shall survive inspection, tests, acceptance and payment for goods, and shall run to Buyer, its employees, successors, assigns, and other users.
- E. **Indemnity:** Seller shall indemnify and hold harmless and, at Buyer's option, shall defend Buyer and its employees and agents from any claims, losses or damages arising out of or alleged arise out of any breach by seller of any warranty or agreement of Seller contained herein. Except to the extent that the goods supplied hereunder are manufactured to design supplied by Buyer. Seller also agrees to indemnify and at Buyer's option, defend Buyer, its agents and employees, and students, from any claims, losses or damages based on any actual or alleged unfair competition or infringement of any patent, trademark, copyright or other proprietary rights relating to the goods.
- F. **Buyer's Remedies:** In the event of Seller's breach of any warranty or agreement of Seller contained herein, buyer shall have all the rights and remedies provided to buyers by all applicable statutes, or by common law, including but not limited to the right to recover consequential or incidental damages.

- G. **Packaging:** All items shall be packed by Seller in suitable containers for protection to permit safe transportation and handling and shipped to secure the lowest transportation costs. No charge shall be made by Seller for packaging unless provided for on reverse side.
- H. **Changes:** Buyer may, at any time and from time to time, by purchase order and contract amendment issued to Seller: (a) increase or decrease the quantity of products orders; (b) change the drawings or specifications; (c) issue a suspension of work order; (d) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work hereunder, or in the cost of performance, an equitable adjustment shall be made in the contract price and/or the delivery schedule and the purchase order shall be amended in writing accordingly. Any claims for adjustment under this clause not asserted within thirty (30) days from the date of the purchase order amendment shall be deemed waived.
- I. **Termination:** Buyer may terminate work under this purchase order in whole or in part at any time by notice to Seller in writing. Seller will thereupon immediately stop work on this purchase order or the terminated portion thereof and notify its subcontractors to do likewise. Except where termination is caused by a default or delay of Seller, Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with recognized accounting practices. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at the rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the cancelled commitment value of the purchase order.
- J. **Law Governing:** This purchase order shall be governed by and construed according to the laws of the State of Michigan.
- K. **General:** Any waiver of strict compliance with the terms hereof by Buyer shall not constitute a waiver of Buyer's right to insist upon strict compliance with the terms of this order hereafter.
- L. **Taxes:** Buyer shall not be liable for any Federal, State or Local Taxes unless separately stated and billed.
- M. **Compliance with Laws:** Seller warrants, certifies, and agrees that the goods or services have been or will be manufactured, distributed, shipped, packaged, delivered, and performed in compliance with all applicable federal, state, and local laws, regulations, standards, and orders, including the Occupational Safety and Health Act of 1970 and all regulations and stands in effect thereunder at time of sale. Seller agrees to furnish upon request further certifications of such compliance in form satisfactory to Buyer.

- N. **Correspondence/Amendments:** All correspondence concerning this order must be direct to the Ferris State University Purchasing Department. No alteration, change, addition to or other modification of this purchase order or the terms thereof is valid and binding on Buyer unless in writing and signed by an authorized person.
- O. **Assignment:** Performance of contract and issued purchase order is hereby declared to be particular to the Seller, and no right, duty or obligation arising under this purchase order may be assigned or otherwise transferred by Seller without the written consent of Buyer.
- P. **Non-Discrimination Clause:** Seller covenants not to discriminate against an employee or applicant for employment with respect to interview, hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, creed or religion, color, national origin, sex, age, marital status, height, weight, sexual preference, Vietnam veteran or handicap, or other characteristics which cannot lawfully be the basis for an employment decision. Seller agrees to comply with all applicable federal and state civil rights statutes. Breach of this covenant may be regarded as a material breach of this contract.
- Q. **If Seller, as a result of providing goods or services under this Order either:** (a) receives Buyer credit card information; (b) processes credit card information for Buyer; (c) provides software, equipment, or systems that Buyer will use to process credit card information; or (d) stores credit card information electronically or otherwise for Buyer, then Seller represents, warrants, and covenants that Seller is in compliance, and will remain in compliance, with the current Payment Card Industry (PCI) Data Security Standard as specified at:
http://www.usa.visa.com/business/accepting_visas_ops_risk_management/cisp.html. In addition, if Seller is required to obtain a PCI audit as part of required PCI compliance, upon Buyer's request, Seller shall provide to Buyer a copy of its most current PCI audit. The provisions of this paragraph hereof shall survive the expiration or earlier termination of this Order.