

REQUEST FOR PROPOSALS

RFP# NKU-38-20

Charter Bus Transportation

**Northern Kentucky University's Charter Bus
Transportation**



May 26, 2020

Proposal NO: NKU-38-20
Issue Date: May 26, 2020
Title: Charter Bus Transportation
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6605

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/30/2017 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

Project Name: Charter Bus Transportation

Issue Date: May 26, 2020

Deadline for Questions: June 1, 2020 @ 12:00 pm

Response Deadline (Proposals Due): June 11, 2020 @ 2:00 pm

Submittal of Bids:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response electronically to:

Strausr2@nku.edu

NOTE: Northern Kentucky University, as an Agency of the Commonwealth of Kentucky, is subject to Kentucky's Open Records Laws (KRS 61.870-61.884). As such, a bidder's entire offer and resulting contract cannot be deemed "confidential".

Proposals submitted in response to an RFP will remain confidential throughout the evaluation process, however, after negotiations are concluded and a contract has been entered into, all proposals become a matter of public record. Bidders may mark sections of their responses as confidential if the information provided would be considered financially sensitive or trade secrets. The university will make every effort to honor such requests, but may conduct discussions with the bidders concerning the release of said information.

DO NOT contact the committee members relative to this project. Contacting the selection committee members may result in disqualification of the proposer. All requests for information, questions or comments relative to this project should be directed to:

Ryan Straus
Coordinator
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
Phone: 859.572.6605
FAX: 859.572.6995

Email: strausr2@nku.edu

NOTE: Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal.

I. General Background for RFP

A. General Scope:

Northern Kentucky University is seeking to establish a partnership agreement with one or more successful business partner(s) to provide charter bus transportation to the Athletics Department.

B. Responsiveness

The objective of the selection process is to provide a uniform methodology for Northern Kentucky University to procure charter bus services. Members of the selection committee are asked to fairly evaluate all responses and to compare each team's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the committee. Therefore, it is in your firm's best interest to be specifically responsive to the requirements of this solicitation.

Respondents shall be limited to one proposal per respondent per project. For the purposes herein, a "respondent" means the legal entity which responds to an RFP. Multiple respondent proposals per project will all be deemed as being non-responsive. By submitting qualifications, the respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the university's objectives. Note: Sub-consultants can be a member of more than one team.

II. Northern Kentucky University

Northern Kentucky University, located in the Greater Cincinnati metropolitan area about 7 miles south of downtown Cincinnati, was founded in 1968. The first building on the new campus in Highland Heights opened in August 1972. The campus sits on rolling land near the intersection of I-275 and I-471. Due to topography, many locations on campus have attractive views, including views of the Cincinnati skyline. The university today enrolls more than 15,000 undergraduate, graduate and doctoral students, with about 1,850 students residing on campus. The university expects enrollment to continue to grow over time, with a build-out of enrollment in the 24-25,000 range possible. The university is noted for its commitment to excellence in the classroom, nationally ranked academic programs and unparalleled regional stewardship. When President Geoffrey S. Mearns took office in August 2012, he inherited one of the fastest growing institutions in Kentucky.

NKU offers 76 undergraduate, 21 master's programs, two professional doctorates and a juris doctor. The university features six colleges – the College of Arts and Sciences, the Haile/US Bank College of Business, the College of Education and Human Services, the College of Health Professions, the College of Informatics and the Salmon P. Chase College of Law.

NKU's educational quality is at an all-time high. With an average class size of just 24 and a student/faculty ratio of 17:1, NKU's hallmark is small classes with up-close and personal attention to student needs. The Princeton Review has named NKU's College of Business among America's best, and Chase law graduates routinely outperform their peers on the Kentucky and Ohio Bar Exams. The average ACT score for incoming NKU freshmen is 23.3 – up significantly since the adoption of new admission standards and higher than the Kentucky and national averages. It's little wonder why *Forbes* magazine has ranked NKU among America's Best Colleges seven-straight years.

NKU owns about 420 acres and has 3.3 million GSF. Since 2008, the following building has been completed or is in- progress:

- New Student Union - \$37 million
- BB&T Arena (10,000 seat multi-purpose arena) - \$67 million
- Parking Garage #3 and Welcome Center - \$15.4 million
- Residence Hall Renovation (former nursing home conversion, 443 beds) - \$14.5 million
- Center for Informatics (Griffin Hall) - \$52.5 million
- Health Innovation Center - \$97 million (completion set for mid-2017)

Northern is now the second largest university in the Greater Cincinnati area.

III. Project Objective

Northern Kentucky University is soliciting proposals to establish a multi-year contract with a qualified vendor or vendors to provide charter bus service to the Athletics Department. Price is only a part of the proposal evaluation criteria; as other factors are also important to the University. The resulting contract may be accessed by other University departments.

IV. Term of Contract

NKU shall enter into an agreement as result of this RFP for (5) five years, with the option for (2) one-time negotiated renewal for an additional (1) one year.

V. General Requirements / Insurance Requirements

All vehicles made available under this agreement are to be owned or leased by the bidder. If in an emergency, subcontracting must occur, the subcontractor must meet the same excellent physical and mechanical conditions as that of the bidder, including all Federal Highway Administration and Commonwealth of Kentucky Department of Transportation regulations and requirements.

Exteriors of all vehicles must present an excellent appearance, well painted, clean, and with no signs of damage.

The interior of the bus must be a non-smoking environment, clean with upholstery and flooring in excellent condition. The restrooms must be fully functional, clean, odor-free and well stocked with consumables and well-maintained.

All operating systems including the heat, air conditioning, seating and audio/visual systems shall be fully functional and in excellent operating condition.

Vehicles must be equipped with GPS, WiFi that can accommodate the use of large group (20+ people), electrical outlets (every other seat at a minimum) and TV's. Option to have satellite TV's is preferred.

All vehicles used in the performance of any trip under this agreement shall be fully licensed and insured to provide charter service through all states and territories traveled.

In the event the contractor is unable to provide the required vehicles when required, the contractor shall assist the University in obtaining equivalent transportation services from other vendors in a timely and efficient manner.

The contractor should be able to accept a university procurement card for payment of all trips.

The final price per trip shall be based upon the finalized itinerary, and may be adjusted for tournament early outs, hotel and restaurant trips, and miscellaneous side trips.

Expenses for items such as tolls and parking will require itemized receipts. The contractor will be required to furnish drivers with detailed accurate directions to all destinations and return trips. Drivers are to be made aware of potential trouble areas and construction detours and provided with alternate routes to avoid delays in maintaining schedules.

An additional driver must be provided for long trips exceeding the Federal allowable driving hours for one driver.

Drivers, must be qualified, licensed, well trained and with proper identification. They must be professional and courteous at all times. They must have passed all required drug testing and have a good driving record. All driver's credentials and records must be available for review by the University prior to award and at any time during the life of the contract.

All drivers must present a neat and clean appearance, conduct service in a professional manner and operate in a careful and prudent manner regarding safety and well-being in strict compliance with all traffic rules and operating procedures. The driver shall be prepared for each trip and have the necessary directions prior to departure.

The driver must work with the designated University representative to be available for local transportation, at the trip destination such as practices, events, meals, and approved side trips. The driver will also coordinate stops with the University representative for break and meal stops. The driver must be flexible and meet the needs of the teams throughout a trip.

In the event that the University determines that a driver has been remiss of his/her responsibility and University expectations, concerning requests, safety standards, speeding or offensive behavior, the University reserves the right for the removal of the driver from future trips.

Drivers are to stay at the same hotel as the University group to be available for side trips. Only one room will be provided for drivers, unless the drivers are of a different gender. In that case, each driver would be provided a separate room. Driver's hotel accommodations will be reserved and paid for by the University.

The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional cost incurred by the University to obtain alternate transportation as a result of the contractor's inability to complete the trip as required will be deducted from any amount due the contractor.

Trips are subject to cancellation due to unforeseen circumstances, typically weather related. When this occurs, University personnel will strive to notify the contractor as soon as possible. In cases where cancellation of a trip occurs at least four (4) hours before embarking or before the driver has been dispatched, there will be no trip or penalty changes assessed by the contractor.

Drivers should arrive at the departure location no less than one half hour prior to scheduled departure time.

Should the contractor arrive more than one half hour behind schedule, all charges associated with alternate arrangements either by University personnel or the contractor, will be the responsibility of the contractor.

Contractor must have 24 hour dispatching 7 days per week.

The contractor/dispatcher must have 24/7 contact with the driver, preferably by cellular telephone. Contractor must assign a full-time account representative to coordinate with the University.

Contractor must have been in the charter business for a minimum of five years.

Prices bid by the contractor are not to include tolls, parking or airport fees. These costs are to be itemized, supported with receipts and invoiced at actual cost along with the trip charges.

The University will be liable for damages caused by University passengers that are willful or malicious and cause damage or destruction that result in excessive, or other than normal cleaning and maintenance services.

The Contractor shall purchase and maintain, throughout the term of this agreement, commercial general liability insurance, including contractual liability, and commercial automobile liability insurance to protect the Contractor from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement, whether such operations be by the seller or contractor, subcontractor, agent, or by anyone else directly or indirectly employed by the Contractor. In addition, all statutory insurance requirements, including worker’s compensation, shall be met. All required insurance policies shall be issued by an insurance companies duly authorized to conduct insurance business in the Commonwealth of Kentucky. Limits of such insurance shall be as stated below:

Commercial General Liability

Form of Coverage

Minimum Limits of Liability

- | | |
|--------------------------------------|--|
| a. Bodily injury and property damage | \$5,000,000 for each occurrence
\$5,000,000 aggregate |
|--------------------------------------|--|

Policy shall name Northern Kentucky University and NKU Board of Regents, Commonwealth of Kentucky; as additional insured’s with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to additional insured’s is to be primary of any other valid and collectible insurance including, but not limited to, any insurance NKU owns or self insurance through the Commonwealth of Kentucky. Additional insureds as stated above shall be listed on the Certificate of Insurance. One (1) copy shall be submitted. Certificates shall be mailed to the NKU Procurement Services, Attn: Ryan Straus, 617 Lucas Admin. Center, Highland Heights, KY 41099.

Commercial Automobile Liability

Insurance to include all owned, leased/rented, non-owned, hired, and employee non-owned vehicles

Form of Coverage

Minimum Limits of Liability

- | | |
|--------------------------------------|---|
| a. Bodily injury and property damage | \$10,000,000 combined single limit
each accident |
|--------------------------------------|---|

Workers Compensation and Employers Liability

- | | |
|--------------------------------------|-------------------------------|
| a. Coverage A | State Statutory Limit |
| b. Coverage B - Employer’s Liability | \$100,000/\$500,000/\$100,000 |

Policy shall include a Waiver of Subrogation in favor of Northern Kentucky University; the Board of Regents, and the Commonwealth of Kentucky

Workers Compensation coverage is required for all personnel working on this contract. All of the contractor’s employees, partners, members, officers and sole proprietors must be included.

Excess Liability

\$5,000,000 each occurrence
\$5,000,000 annual aggregate

VI. Proposal

A. Preparation and Submission of Proposal

The proposal shall be prepared on 8 ½" x 11" paper, with all text clear of binding. Text type size shall be a minimum of 10 point font. The proposals must be indexed, tabbed and all pages sequentially numbered throughout or by section. Binders and covers will be at the respondent's discretion, however, elaborate graphics and expensive paper and binding are not necessary, nor encouraged. All text and exhibits should be concise and entirely relevant to the RFP requirements.

The RFP Response should be organized as follows:

Tab 1 Company Overview

Include a brief overview of your company to include at a minimum:

- Number of years in business
- Locations of business
- Ownership of the company (owners' profiles, sister companies, etc.)
- Number of employees

Tab 2 Equipment Profile

Include a complete overview of the company's equipment to include:

- Quantity, size, age, and make/model of each type of equipment
- Pictures of the inside and outside of each type of equipment
- Standard and optional features of each type of equipment

Tab 3 Safety Records/Certifications/Licenses/Insurance / Staffing

Include copies of the following (if not available, please explain why it is not available):

- Driver's CDL Certifications
- Federal and State licenses required for charter bus operations
- Copies of safety records including information on accidents, incidents, or injuries for the past 3 years
- Evidence of company safety records compared to industry standards, evidence of quality safety ratings, memberships in general transportation safety organizations
- Copies of reports produced from any operations and safety audits performed by independent evaluators
- Copies of approved safety certifications as issued by US DOT to assure safe transportation
- Copies of any other certifications received pertaining to safety
- Copy of your current insurance certificate
- Discuss the qualification requirements for your drivers. Include information on your new applicant / new hire screening process including background checks and drug testing; indicate the average length of service; and a description of mandatory training programs for drivers.
- Detail your policy of on-going verification and screening of drivers.
- Describe in detail all driver restrictions and your procedure for driver transfer (maximum number of consecutive hours driven, etc.)
- Describe your policy regarding payment of driver's lodging and meals. Include any other associated expenses.
- Detail your company policy on loading/unloading and securing baggage.

Tab 4**Pricing Model**

Include the following:

- Complete pricing structure to include pricing for all sizes/types of vehicles you offer as well as costs for all other charges (i.e. Wi-Fi, overnight fees, satellite TV, minimums. etc.)
- Fuel surcharge chart outlining if/how your company will assess fuel surcharges and how you will document fuel surcharges on invoices

Tab 5**Miscellaneous**

Please answer the following questions:

1. Describe your process for reservations. How much advance notice do you need to accommodate a trip?
2. Do you offer 24-hour service? If no, how do you handle emergencies that occur after-hours?
3. How are vehicle breakdowns handled during a trip? How is a vehicle accident handled? Do you perform safety tests before departing for a trip?
4. How do you assign drivers to the trips?

Tab 6**References / Record of Performance**

Describe your experience providing similar type service and list 3 references.

NOTE: Submittals that do NOT contain the above items will be deemed a non-responsive proposal and disqualified from the selection for this project.

The respondent shall submit, via US Postal Service, courier or other delivery service, three bound copies, one unbound original, and one digital copy (thumb drive, SD Card, CD, etc.) of its proposal in a sealed package by **June 11, 2020 @ 2:00 pm** Failure to provide the required number of copies and an unbound original will result in the submittal being considered non-responsive and disqualified from the selection process. Submittals shall be addressed to:

Blaine Gilmore
Director, Procurement Services
617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

Bearing respondent's name and address, and clearly marked as follows:

**RFP NKU-38-20
Charter Transportation Services**

B. Evaluation Criteria (Scoring)

The University will review all submitted proposals and rank them with particular emphasis on the following: completeness, content, customer service, experience with similar contracts, ability and willingness of the bidder and its staff to comply with terms of the RFP and resulting contract and cost.

	Points
Equipment fleet and condition	25
Pricing offered to the University	20
Services offered, equipment maintenance, contingency plans	20
Vendors previous record of performance	15
Qualifications/experience of Driving Staff	10
Company history & references	10
TOTAL	100

C. Addenda/Clarifications

Any university changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

D. Confidentiality

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived therefrom remain confidential until a contract is awarded or all proposals are rejected.

E. Proposal Evaluation Process

All proposals received will be reviewed by the University Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will be afforded equal consideration by the members of the Selection Committee as created by KRS 45A.810 and whose members are identified above. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the Respondents.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the respondent in:

1. preparing its proposal in response to this RFP;
2. submitting its qualifications to the university;
3. negotiating with the university any matter related to this submittal; or,
4. any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The university shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

G. Contract Award

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the university to award a contract. The university reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

H. Electronic Responses

Electronic responses are not permitted.

I. Foreign Corporations

A. Foreign Corporations are defined as corporations that are organized under laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

B. The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

K. Occupational License

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcountyky.org/home/services/occupational-license.htm>.

L. PCI DSS REQUIREMENT

If vendor is involved in the processing, transmission or storage of card holder data (credit or debit cards) as part of this agreement with NKU, vendor agrees to comply with current Payment Card Industry Data Security Standards for the securing of such data within the merchant's scope. Additionally, vendor must provide valid PCI DSS documentation (Report on Compliance or Attestation of Compliance) prior to contract this being executed.

CONTRACTUAL ADDENDUM**Requirement to Protect Credit Card Information**

In order to ensure the security of credit card holder information and data accessed by Vendor in connection with the Agreement and this Addendum (collectively, "Cardholder Data"), Vendor hereby agrees to adhere to all applicable Payment Card Industry ("PCI") data security standards and requirements with respect to Cardholder Data, including, without limitation, the following provisions:

- (i)** Vendor must be compliant with the PCI Data Security Standards ("PCI DSS") compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.
- (ii)** Vendor acknowledges and agrees that it is responsible for the security of all Cardholder Data;
- (iii)** Vendor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates");
- (iv)** Vendor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law;
- (v)** Vendor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure;
- (vi)** Vendor agrees that, upon Northern Kentucky University's request in the event of a security intrusion, Vendor will provide a representative or a PCI approved third party designated by Northern Kentucky University with full cooperation and access to conduct a thorough security review, which review shall include, at a minimum, validation of Vendor's compliance with the PCI DSS for protecting Cardholder Data; and
- (vii)** Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, Northern Kentucky University may terminate the Agreement immediately upon notice to the Vendor in the event Vendor fails to maintain the requisite confidentiality of any Cardholder Data.
- (viii)** Vendor agrees to abide by Northern Kentucky University's merchant services contract. All transactions must be sent to the University's contracted merchant services provider for settlement, the use of any other processor is prohibited. This does not preclude middleware gateways such as Authorize.net, or another PCI DSS approved gateway.