

University of Miami Supplier Requirements

University of Miami procurement policy requires that all firms selling materials, equipment and/or services be evaluated for our current supplier list. It is essential that your company completes all the information requested on the supplier application, and returns it to the University of Miami Purchasing Department for processing.

Please take note of the insurance requirements listed herein. All suppliers must be in compliance if providing any type of delivery, repair, installation, maintenance work, etc. No services or work will be permitted unless the proper insurance requirements have been met.

A University purchase order is required for the purchase of goods or services. Agreements must be signed by an individual who has been granted signature authority by the Board of Trustees. Orders placed by individuals without a valid PO are the sole responsibility of the supplier and individual requesting the material or service.

The University of Miami is committed to the highest standards of ethics and integrity. Suppliers are expected to conduct themselves in accordance with fair, ethical and legal trade practices when doing business with the University. 'CaneWatch is an anonymous and confidential web and telephone tool for reporting violations of policies or regulations at any of the UM campuses. Anyone can use 'CaneWatch to express a concern or report a problem such as fraud, waste, or abuse by visiting www.canewatch.ethicspoint.com or by calling 877-415-4357.

Supplier representatives are welcome to visit the University. Suppliers are asked to schedule appointments before visiting with the University faculty and staff.

Suppliers are encouraged to negotiate agreements with the University which provide favorable terms and conditions such as special pricing, delivery, and payment terms. The University expects the pricing and terms to be extended to all of its schools and administrative offices.

Once a business relationship has been established, the University expects the terms of this agreement to be honored at all times. Should the University have reason to believe that a supplier has breached the terms of an agreement; a timely inquiry shall be conducted to determine the facts of the matter. Violations of the terms of an agreement by a supplier may result in the University permanently ceasing to conduct business with said supplier.

University policy prohibits our employees and members of their immediate family from accepting gifts or travel incentives from those companies supplying goods or services to the University. We include in the definition of a gift the use of entertainment, property or personal facilities for weekends, vacations or any other reason.

It is your responsibility to circulate this information to the individuals in your company responsible for engaging in business with the University of Miami. The transaction of business in an open and ethical manner that promotes fair competition is in the best interest of the University and its business partners.

DEBARMENT

Under penalties of perjury, supplier certifies that it is not a debarred, suspended, or ineligible party as defined in the rules implementing Executive Order 12549 and agrees to notify immediately if it is placed on the List of Parties Excluded from Federal Procurement or Non-procurement Programs.

PROTECTED HEALTH INFORMATION

To extent supplier will have or be given access to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as part of performing services hereunder, supplier will be deemed a Business Associate of University for purposes of this Agreement and will comply with all requirements of a Business Associate under HIPAA and/or any Addendum to this Agreement which University may provide.

MEDICARE / MEDICAID / FEDERAL HEALTHCARE PROGRAMS:

Supplier represents and warrants that Supplier or anyone with a direct or indirect ownership control (interest) has never been (1) convicted of a criminal offense related to health care and / or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded from participation in any federal health care program, including Medicare and Medicaid. Supplier is required to immediately notify the University if any of the foregoing conditions occur. The University reserves the right to terminate this agreement immediately upon notification by Supplier, or discovery by the University, that any of the foregoing conditions occurred.

EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS:

All Suppliers of the University of Miami shall comply, and have complied with all State, Federal and local laws, regulations, or orders applicable to the purchase, manufacture, processing and delivery of materials, including but not limited to the Fair Labor Standards Act of 1938, as amended. The Equal Opportunity Clause contained in Section 202 of Executive Order 11246 and the Affirmative Action Clauses contained in 41 CFR Section 60-250 and 41 CFR Section 60.741 implementing the requirements of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973 are hereby incorporated by reference in any subsequent purchase order or other contract between the parties.

The undersigned certifies to the University of Miami that it does not maintain and provide for its employees any segregated facilities in any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The undersigned further agrees that he or she will obtain identical certification from his or her subcontractors prior to the award of subcontracts exceeding \$10,000 that are not exempt from the provisions of the equal opportunity clause and will retain such certification in its files.

The undersigned certifies to the University of Miami that if the undersigned has 50 or more employees and a contract/subcontract with the University of Miami for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more that it has developed and is maintaining written affirmative action plans for each of its establishments as required by OFCCP regulations 41 C.F.R. Sections 60-1.40, 60-250.5 and 60-741.5.

INSURANCE REQUIREMENTS

All suppliers contracting with the University of Miami are required to maintain appropriate insurance coverages and limits as outlined below. The following represents the University's basic insurance requirements. Additional coverages / limits may be required for special services or activities:

Comprehensive General Liability

Limits: Bodily Injury Liability \$2 Million CSL
Combined Single Limits

Policy Endorsements Required:

Contractual

Products/Completed Operations

Independent Contractors

Personal Injury

Premises/Operation

Workers Compensation

Limits: Statutory limits set by the State of Florida

USL&H

Other

Jones Act

Automobile Liability

Limits: Bodily Injury Liability \$1 Million CSL
Combined Single Limits

Policy Endorsement Requirements:

All Owned Vehicles

All Non-Owned Vehicles

Professional Liability/Errors and Omission

Some suppliers may also be required to obtain the following coverage:

Limits: \$1 Million per occurrence, \$3 Million aggregate

Additional Insured

The University of Miami, a non-profit corporation, must be included as additional insured.

Supplier shall purchase and maintain such insurance as will protect the Supplier and the University of Miami from claims set forth which arise out of or result from the Supplier's operations under the possible contract, whether such operation be by the Supplier or by any subcontractor or employee. The Supplier shall maintain minimum insurance coverage as outlined above.

Prior to execution of this Agreement, Certificates of Insurance shall be submitted to the University of Miami with endorsements providing for thirty (30) days written notice to the University prior to any cancellation or refusal to renew. Additional Insured: The University of Miami, a non-profit corporation, must be named additional insured for general liability, product liability and auto liability.

An insurance binder letter or Certificate of Insurance must be sent to UM Corporate Risk Management as indicated below. Insurance binder letters or a Certificate of Insurance must be filed in Risk Management at least two (2) weeks prior to the execution of any contract or purchase order.

Cancellation or reduction notice: Thirty-day notice of cancellation or material change shall be mailed to University of Miami Corporate Risk Management at the address listed below:

Cancellation or reduction notice: Thirty-day notice of cancellation or material change shall be mailed to University of Miami Corporate Risk Management at the address listed below:

Director of Risk Management
University of Miami
P.O. Box 248106
Coral Gables, Florida 33124-1437
Ph. (305) 284-3163
Fax (305) 284-3405

University of Miami Supplier Relations and Guidelines

The University of Miami is a non-profit, private and tax exempt Florida Corporation. The following guidelines are offered to you as a supplier of the University of Miami to inform you of the steps necessary to enter into a business association and to sell to the University of Miami.

The University requests your assistance and suggestions on how we can further our cost reductions and service objectives.

Supplier contracts and purchase orders are the responsibility of the University of Miami Purchasing Department.

Goods and services should not be shipped or delivered until the supplier has received an official purchase order number issued by the Purchasing Department.

Any orders placed without a valid purchase order will be considered to be a personal transaction between the supplier and that individual. The University takes no responsibility for control or ownership under the above conditions.

The Purchasing Department must approve, in writing, by the issuance of a purchase order change order, any alterations or corrections to the original purchase order as issued. Please contact the Purchasing Department, in writing, when you suggest a change in the purchase order contract.

Competitive bids, or pricing information, are the University of Miami's private information and cannot be revealed. No tabulation or other information, other than notification of award to a supplier in writing, will be made.

Any demonstration, trials, tests, cuttings, etc., will be arranged through the University Purchasing Department by the issuance of a \$1.00 purchase order. Only on the issuance of a purchase order will material be brought in to the University of Miami and placed under the care or responsibility of the University. All items delivered without the issuance of a purchase order will become the personal responsibility of the supplier or salesperson leaving them.

The University's standard payment terms are 2% 10 days, net 30 from invoice receipt date.

Delivery must be made in accordance with the purchase order contract terms and conditions. Acknowledgement must be submitted to the individual named on the face of the purchase order. Any delays or any inability to react in strict accordance with the purchase order must be communicated to Purchasing.

Meetings between suppliers and Purchasing staff should be scheduled in advance.

We request your help to sustain our policies that the Purchasing staff will not accept gifts, services or favors at any time.

The University of Miami Purchasing Department can be reached by calling the following locations: Coral Gables campus: 305-284-5751. Please refer to the University's purchase order number, request for proposal number, and/or request for quotation number when calling.

University of Miami

RE: Cardinal Health 200, LLC ("Cardinal Health") OptiFreight® Freight Management Program (the "OptiFreight® Program").

University of Miami has contracted with Cardinal Health® through OptiFreight® Logistics to manage our freight. We have selected OptiFreight® Logistics to manage our freight based on rate reduction, mode optimization, additional value added services, and a newly developed freight management information system.

We appreciate how you have handled our freight needs in the past and we look forward to your timely assistance in this transition. Working together to manage our freight spend allows us to continue providing the high-quality services patients have come to expect from University of Miami.

We ask for your support by taking the following measures:

1. Notify the appropriate people in your organization (Customer Service, Order Entry, Shipping, Accounts Receivable, Supply Chain, etc.) that:
 - We will **no longer accept pre-pay and add freight charges** for any shipments (small parcel or large freight) originating from any of your facilities. These should all be billed third-party through OptiFreight® Logistics.
 - Please **work directly with OptiFreight® Logistics** to provide the requested information you have on file for our organization, including, but not limited to:
 - Purchase Order Numbers, Customer Account/ID Numbers, Invoice Numbers, Shipping & Handling information, etc.
 - We authorize our information to be shared with OptiFreight® through an automated Data Exchange process
2. To enable our success on the OptiFreight® program, please ensure the following information is on the shipping manifests you provide to our selected carriers:
 - **Our purchase order number** appears in one of the following fields:
 - Customer Reference Number, FedEx Ground Customer PO#, Recipient Name, Address Line 1 or Address Line 2.
 - The **shipment is coded "Bill Third Party"** using the hospital's carrier account number.
 - Our FedEx account number is included on the attached Routing Guide or via the OptiFreight website. Please use this for all pre-pay and add small parcel shipments.
 - For large shipments (palletized or over 150 lbs.) contact OptiFreight® Logistics Solutions at 888.457.5851 for carrier information.

*** These terms do not apply to shipments for which you currently do not charge us freight. In these instances please continue to use your current method of shipping.

Please review the Routing Guide that accompanies this letter and complete the first page of the routing guide or complete setups on the OptiFreight website, confirming that you have setup our account. Email the form back to Cardinal Health at OptiFreightVendorRelations@cardinalhealth.com or fax to 614.652.9509, Attention: Vendor Relations, OptiFreight®, **within forty-eight (48) hours** of receipt of this letter. In the near future, someone from OptiFreight® Logistics will contact you to answer any questions you may have.

Thank you for your support during this transition. Should you have any questions regarding the program, please contact OptiFreight® Logistics directly at 866.457.4579, option 4 or OptiFreightVendorRelations@cardinalhealth.com. If it is required that you speak to someone within our organization, you may contact Ignacio Calle. icalle@med.miami.edu 305-284-8963

Sincerely,



Jose Corredor
Director of Spend Management