

## NEW SUPPLIER REQUEST FORM

**Instructions:** The *New Supplier Request Form* must be accompanied by either an IRS W-9 Form or W-8BEN (for Foreign Entities). The form must be signed and completed by the Supplier. Incomplete and unsigned forms will not be processed. Departments procuring goods and/or services are encouraged to contact the *Procurement Department* to see if a Supplier is already an approved Supplier.

### SUPPLIER CONTACT INFORMATION

Supplier Name: _____	Alternate Name/DBA: _____
Remit to Payee (if different from Supplier Name): _____ _____	Remit to Address (if different from Corporate Address): _____ _____ _____
Corporate Address: _____ _____	Purchase Order E-mail: _____
Accounts Receivable (A/R) Contact Name: _____	Account Representative Contact Name: _____
A/R Phone Number: _____ A/R Fax Number: _____ A/R Email: _____	Phone Number: _____ Fax Number: _____ E-mail: _____
DUNS Number: _____	

### SUPPLIER TAX DETAILS

- ☐ Federal Tax ID/SSN: \_\_\_\_\_
- ☐ **W9 FORM**  
A completed W9 form must be submitted along with this application  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- ☐ **W8-BEN FORM** (for Foreign Entities)  
<http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

## SUPPLIER PAYMENT DETAILS

**Payment Terms:** The University's default payment term is NET45. Please select ALL that apply:

- ☐ NET 45 – Printed Checks
- ☐ NET 30 – ACH/Electronic Direct Payment
- ☐ 10% 5, NET 45
- ☐ 2% 10, NET 45

## Payment Types

**Accepted Payment Types** – select ALL that apply

- ☐ P-card (7-14 days for payment of \$2,500 or less)
- ☐ ACH/Electronic Direct Payment (not wire – 30 days)
- ☐ Paper Check (45 days)

**Preferred Payment Types** – select ONE as the preferred payment type

- ☐ P-card (7-14 days for payment of \$2,500 or less)
- ☐ ACH/Electronic Direct Payment (not wire – 30 days)
- ☐ Paper Check (45 days)

**Note:** Suppliers must select one preferred payment type. Once the preferred payment type has been selected there shall not be any deviation from the selected preferred payment type without previous written notice to the University's *Accounts Payable Department*.

**Payment Memo** (please indicate any payment memo requirements):

## SUPPLIER ADDITIONAL INFORMATION

**Supplier License:** Provide a copy of supplier's Occupational, Contractor and if applicable, any Specialty License(s).

## DISCLOSURES

Do you have any family member employed at Barry University?

- ☐ Yes
- ☐ No

If yes, please enter their full name(s) and department where they work:

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Do you have any other affiliation with the University?

- ☐ Yes
- ☐ No

If yes, please explain: \_\_\_\_\_

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Please indicate if you know of any Board Member, officer, faculty, employee, or staff at Barry University who has, or whose relative has, a substantial interest, financial or otherwise, in any sale, service or contract obtained by supplier.

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## REFERENCES

Please provide three (3) professional references. Be sure that the contact person can speak to your supplier's capability in performing the services required.

### Reference #1

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

### Reference #2

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

### Reference #3

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

I, the undersigned, confirm that I am an authorized agent on behalf of the Supplier named above, and that the information provided is true and complete.

Signature: \_\_\_\_\_

Name (please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## NEW SUPPLIER ADDITIONAL INFORMATION

### (If Applicable)

Please review the following guidelines, insurance requirements, and code of conduct prior to signing the Acknowledgement Form.

### SUPPLIER GUIDELINES

1. Never accept order without being presented with a valid Purchase Order, Supplier Contract, accepted Proposal, or a University Procurement Card.
2. All invoices must reference the Purchase Order number or Supplier Contract number and be submitted to [accountspayable@mail.barry.edu](mailto:accountspayable@mail.barry.edu) for a three-way match.
3. Suppliers are expected to conduct themselves in accordance with University Code of Conduct attached herein (Attachment A).
4. Suppliers must check-in and out at the relevant Office before visiting with University staff or prior to commencing any work.
5. Competitive bids or pricing information shall be maintained as confidential to the University and will not be revealed to other Suppliers.
6. Any and all finder's fees, referral payments, incentive payments, or any other form of payment (i.e., money, goods, or services) resulting or expected to result from any sale, service or contract obtained by your company, shall be made known to Barry University.
7. The University welcomes your assistance and suggestions.

### INSURANCE REQUIREMENTS – Provide a copy of the Certificate of Liability Insurance

The following minimum insurance requirements shall apply to all Suppliers performing, selling, or distributing products or services at any Barry University location and all contractors performing work at any Barry University location:

- **Comprehensive General Liability:** Including Bodily Injury and Property Damage Liability, Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate. The Certificate of Insurance should also indicate whether the General Liability policy is written on a claims-made or occurrence basis. If alcoholic beverages are to be served, coverage shall include Liquor Liability.
- **Workers Compensation and Employers Liability Insurance:** For any entity with employees, workers compensation as required by Florida law and Employers Liability insurance in an amount not less than \$750,000 bodily injury each accident, \$750,000 disease policy limit, and \$750,000 disease each employee or the statutory minimum requirement, whichever is less.
- **Automobile Liability:** For Suppliers and Contractors who will drive on University premises, Auto Liability in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.
- **Sexual Abuse, Sexual Molestation, Physical or Mental Abuse coverage:** Required for any programs or activities involving individuals under the age of 18. Minimum limit of \$1,000,000 per wrongful act and \$1,000,000 Aggregate. This coverage can be provided either by endorsement to the

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Commercial General Liability Policy or under a separate policy and must be specifically referenced on the Certificate of Insurance noted below. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit.

- **Umbrella/Excess Liability:** The above limits may be reached by means of an umbrella or excess liability policy.
- **Other:** If a product, service, or activity is considered to present an unusual or exceptional risk, the Risk Management Office may require additional insurance above the University standard requirements. Examples include but are not limited to large construction projects, environmental-related risks, transportation companies or where professional services are utilized.

In addition to the above, Barry University also requires that Certificate of Insurance's issued under this procedure include the following:

- **Additional Insured:** Barry University is to be named as "Additional, Named Insured" under the Comprehensive General Liability, Automobile Liability and any Umbrella/Excess Liability policies. Such insurance coverages are considered as primary over any and all other insurance or self – insurance coverages, and any other available insurance, or self – insurance, coverages available to Barry University are considered as secondary to the coverages provided under the Certificate Of Insurance.
- **Waiver of Subrogation Clause:** To be included in favor of Barry University.
- **Notice of Cancellation Clause:** The Certificate of Insurance must indicate that it is the responsibility of the insurance carrier to provide the Barry University with 30 days' notice prior to cancellation or expiration of the insured's policy.

## **ATTACHMENT A** **SUPPLIER CODE OF CONDUCT**

All Suppliers to Barry University must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, University Suppliers must require their sub-contractors (including temporary labor agencies) to do the same.

### **ENVIRONMENTAL PRACTICES**

All Suppliers to Barry University shall comply with all environmental laws and regulations applicable to their operations at Barry University. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports
- Proper handling and disposition of hazardous materials
- Monitoring, controlling and treating discharges generated from operations

### **OCCUPATIONAL HEALTH AND SAFETY PRACTICES**

All Suppliers to Barry University are expected to provide their employees with a safe and healthy working environment in order to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the Supplier. Suppliers shall, among other things, provide:

- Occupational health and safety training
- A system for injury and illness reporting
- Medical treatment and/or compensation to injured/ill workers arising as a result of working for Supplier
- Machine safeguarding and other protective measures to prevent injuries/illnesses to workers
- Clean and safe facilities

### **LABOR PRACTICES**

All Suppliers to Barry University are expected to adopt sound labor practices and treat their workers fairly in accordance with local laws and regulations. In addition, Suppliers must comply with the following standards:

- Freely Chosen Employment - Suppliers shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
- No Child Labor - Suppliers shall comply with local minimum working age laws and requirements and not employ child labor.
- Minimum Wages - Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.
- Working Hours - Suppliers shall not require workers to work more than the maximum hours of daily labor set by local laws.
- No Harsh, Inhumane Treatment or Abuse - Suppliers shall treat each employee with dignity and respect. In no event shall Supplier's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.

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- No Discrimination - Suppliers shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, disability, national origin, ethnicity, sexual orientation, creed or any other basis prohibited by law.
- Freedom of Association - Suppliers shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices.

## **ETHICAL BUSINESS PRACTICES**

All Suppliers to Barry University are expected to conduct their businesses in accordance with the highest standards of ethical behavior and in accordance with applicable laws and regulations. Suppliers are expected to conform to these requirements in each of the following areas:

- Fair Trade Practices - Suppliers shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of antitrust laws.
- Bribery, Kickbacks and Fraud - No funds or assets of the Suppliers shall be paid, loaned or otherwise disbursed as bribes, "kickbacks", or other payments designed to influence or compromise the conduct of the University.
- Foreign Corrupt Practices Act - While laws and customs vary throughout the world, all Suppliers must comply with foreign legal requirements and United States laws that apply to foreign operations, including the Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act generally makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business.
- Intellectual Property Rights - Suppliers shall respect the intellectual property rights of others, especially the University, its affiliates and business partners. Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information of the University and shall use such information only for the purposes specified for use by the University. Suppliers shall observe and respect all University patents, trademarks and copyrights and comply with all requirements as to their use as established by the University. Suppliers shall not transmit confidential or proprietary information of the University via the internet unless such information is encrypted in accordance with minimum standards established by the University.

## **EXPORT SANCTIONS AND TERRORISM ACTIVITIES**

All Suppliers must abide by all economic sanctions or trade embargoes that the United States has adopted, whether they apply to foreign countries, political organizations or particular foreign individuals and entities. Suppliers should not directly or indirectly engage in or support any terrorist activity. Neither Suppliers nor any of their affiliates, nor any officer or director of the Supplier or any of its affiliates should be included on any lists of terrorists or terrorist organizations compiled by the United States government or any other national or international body, including but not limited to: (i) the U.S. Treasury Department's Specially Designated Nationals List, (ii) the U.S. State Department's Terrorist Exclusion List, (iii) the United Nations List Pursuant to Security Council Resolution 1390 (2002) and Paragraphs 4(B) or Resolution 1267(1999) and 8(C) of Resolution 1333 (2000), and (iv) the European Union List Implementing Article (2)(3) of Regulation (EC) No. 2580/2001 on Specific Restrictive Measures Directed Against Certain Persons and Entities with a View to Combating Terrorism.

## **UNAUTHORIZED SOLICITATIONS**

All Suppliers to Barry University shall comply with all existing guidelines issued by the University relating to access to University facilities, offices and departments, and employees. No Supplier shall use the University's computer system, including its electronic mail system and internet site, for the purpose of sending unsolicited electronic mail messages to the University community. Suppliers are not permitted to use the University's intramural mail system for unauthorized solicitation to employees.

## **SUPPLIER BEHAVIOR**

All Suppliers to Barry University are expected to conduct themselves in accordance with the highest standards of behavior and in accordance with applicable laws and regulations.

- No catcalling, harassing, yelling or whistling at residents, employees, students or passersby.
- No use of profanity or abusive language.
- No drinking alcoholic beverages or illegal drug consumption on premises.
- Do not block roads, drive-ways or alleys with vehicles, equipment or supplies unless authorized by the University.
- All workers and supervisors shall be properly attired at all times or wear company badge.

## **CONSTRUCTION WORKERS**

- All construction workers must take breaks at a pre-determined area set aside by the Owner. No breaks will be allowed on sidewalks, curbs, steps, pathways or landscaped areas used by residents, students or employees.
- Area around the project premises shall be surveyed at the end of each work day and all debris created by the workers shall be disposed of daily.
- Portable toilet facilities shall be supplied by the Supplier and used by his/her employees.
- Contact with management and employees shall be limited to the job Foreman or Supervisor and should be kept to a minimum.

## **MONITORING AND COMPLIANCE**

The University may engage in monitoring activities to confirm Supplier's compliance to this Supplier Code of Conduct, including on-site inspections, or other measures necessary to assess Supplier's performance. Any University Supplier or University employee that becomes aware of violations of this policy is obligated to notify the University Procurement Department. Based on the assessment of information made available to the University, Barry University reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or terminate any relationship with any current Supplier found to be in violation of this Supplier Code of Conduct without liability to the University.



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## **ACKNOWLEDGEMENT FORM**

(To be submitted along with the *New Supplier Request Form*)

The above Barry University Supplier Guidelines, Insurance Requirements and Code of Conduct are for your use and a source of information only. It is ***not*** a contract for goods and/or services. Your signature below acknowledges that you have read and understand the above stated information and agree to comply with the guidelines, insurance requirements and code of conduct.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Supplier Automatic Deposit Authorization**

Supplier Information				
<input type="checkbox"/> Cancellation	<input type="checkbox"/> Enrollment		<input type="checkbox"/> Change	
Supplier Name:				
Mailing Address: Line 1				
Line 2				
City, State, Zip:				
EIN#:				
Bank Information				
Banking Institution Name:				
Bank ABA/Routing Number:			(Please check with your bank for correct routing number)	
Account Number:		(Select One)	Checking	Savings
E-mail Address for payment advice:			<input type="checkbox"/>	<input type="checkbox"/>
Contact Information				
Name:				
Email:				
Phone Number:				
I hereby authorize Barry University to have payments direct deposited using the bank account information provided below. If my banking information changes I agree to update this information prior to any future payment requests. In situations where a payment has been made in error, Barry University is authorized to correct that error. These authorizations are to become effective as soon as possible and remain in force until Barry University has received written cancellation notification from me in such time and manner to allow Barry University a reasonable opportunity to act on it.				
Authorized Signature:			Date:	