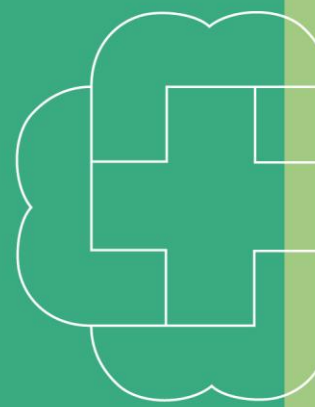


Bronson Vendor Guidelines



Bronson Purchasing Department Mission:

Effectively manage healthcare cost while providing innovative, quality products and service through a team approach.

General Vendor Information:

Employees of Bronson must be seen on an appointment basis only. If this is your first visit to Bronson, please contact the appropriate Senior Buyer to schedule an appointment. There is an attached purchasing contact list at the end of this guideline.

Lovell Street parking is also available for those visiting buildings located on the North Campus. Vendors are encouraged to park on the top level only of the Vine Street ramp.

The Senior Buyer assigned to a department involved in an acquisition will manage Price, terms and other conditions with vendors. All products brought into the organization must have a purchase order attached.

Supplies, equipment, contracts, leases, rentals, trials and other related services shall be procured according to a centralized purchasing procedure. .

Bronson will consider products brought in without a purchase order or prior approval no charge. The appropriate Buyer or Senior Buyer must be informed prior to the detailing of products or equipment to other individuals or departments in the organization. Bronson employees may not accept gratuities

Vendor Requirements:

To access our facilities and be eligible for business with Bronson Healthcare Group, you must register your corporation in our vendor credentialing and compliance monitoring system.

Additionally, representatives from your company who interact with Bronson Healthcare Group are required to create a profile within our vendor credentialing system.

Go to: <http://www.bronsonhealth.com/BottomNavPages/page5344.html.html> to register your company and create a representative profile.

Vendors Must Adhere to Bronson Healthcare Group's Code of Conduct:

The Bronson Healthcare Group Code of Conduct can be obtained from Purchasing Personnel or from the Bronson Healthcare Group website at

http://www.bronsonhealth.com/AboutUs/Code_of_Conduct.pdf.pdf

Provide Original Equipment Service Documentation:

Operator's manuals, performance specifications, operations theory, block diagram analogies, calibration/alignment procedures, PM procedures instruction, PM schedule, electrical/board schematics, troubleshooting techniques, assembly drawings, parts list with parts numbers, board component layout drawings, sub-assembly layout drawings and as-built installation drawings.

Vendor Performance Improvement:

Bronson's vendor base will be reduced for a more cost-effective approach to the management of materials. The objective is to establish strong, positive relationships with vendors that conform to the requirements of Bronson.

Vendors must adhere to a Vendor Performance Improvement Philosophy. This will help in evaluating vendors' performance and establish criteria for improvement. Vendors are evaluated on the following services as appropriate:

- Correct and complete quotations.
- Correct and complete packing slips.
- Equipment Documentation.

- Electronic Order Entry capability (EDI)
- Standardization of products.
- Reduction in utilization of products.
- Shared Risk Agreements.
- Ability to distribute a broad variety of products to assist in vendor consolidation.
- Daily deliveries.
- FOB Bronson Methodist Hospital.
- Rapid information response within time frame agreed upon.
- Adhering to scheduled appointments.
- Reduction in pricing volatility.
- High Demand Satisfaction Rate: Qty Items Filled/Quantity Items Ordered
- High Delivery Rate: On Time Deliveries/Total Deliveries
- High Invoice Accuracy Rate: Correct Invoice Lines/Total Lines
- Awareness of environmental issues as demonstrated by company policy, packaging waste reduction, recycling assistance, etc.
- Proper identification.
- Adherence to O.R. Visitation Guidelines.
- Appropriate communication with Clinical Coordinator or Scheduler.

Orders and Shipping guideline:

All Shipments must include **visible packing slips**. These packing slips must be itemized in the order of the corresponding Bronson Purchase Order with the Purchase Order Number printed on the packing slip.

Vendors Must Provide Correct and Complete Quotations, Proposals, Purchase Agreements and Contracts:

Quotations and proposals must be on company letterhead identifying:

- Quotation number
- Date
- Bronson Entity's name (Examples: Bronson Methodist Hospital, Bronson Lakeview...)
- Payment terms
- Shipping terms

- Service/Maintenance information
- Warranty information
- Catalog numbers
- Itemized component listing and pricing
- Total list price, discount and net price
- Training that is to be provided
- Installation costs and timing
- Name, title and signature of the company's agent

Purchase agreements and contracts should be provided identifying:

- Date
- Contract Parties
- Contract Term
- Notice Required to terminate/amend
- Clear, Concise Financial Information
- Payment terms
- Name, title and signature of the company's agent

Terms and Conditions:

- Payment terms are net 30 days unless otherwise stated. The hospital reserves the right to hold payment on partial orders until 30 days after the entire order is received.
- All shipments will be F.O.B. destination unless otherwise mutually agreed upon prior to shipment.
- A packing slip must accompany each shipment.
- Substitute products may not be accepted unless prior arrangements have been made.
- Prices stated on the Purchase Order are firm.
- Bronson may cancel any order that is not complete after 60 days.
- Bronson reserves the right to inspect materials on delivery. If the materials are not the same as ordered or represented, they may be returned at the vendor's expense.
- No interest, carrying charges or special fees will be honored.

This order is subject to Section 952 of the Omnibus Reconciliation Act of 1980, which states that you, as a service vendor will comply with the federal regulation requiring access to books, documents and records.

Indemnity Agreement:

The Vendor agrees to indemnify and save harmless Bronson and its agents, representatives and employees from any and all charges, claims and causes of action by third persons, including, but not limited to agents, representatives and employees of the Vendor and of Bronson, based upon or arising out of any damages, losses, expenses, charges, costs, injuries or illness sustained or incurred by such person or persons resulting from or in any way, directly or indirectly, connected with the performance or nonperformance of this Agreement, of the vending services provided for hereunder, or the performance of or failure to perform any work or other activity related to such vending services; provided, however that notwithstanding the foregoing, the Vendor does not agree to indemnify and save harmless Bronson, its agents, representatives and employees from any charges, claims or actions based upon or arising out of any damages, losses, claims, expenses, costs, injuries or illness sustained or incurred as the sole result of the negligence of Bronson, its agents, representatives or employees.

In the event a claim is filed against Bronson, for which the Vendor is to be held liable under the terms of this agreement, Bronson, will promptly notify the Vendor of such claim and will not settle claim without the prior written consent of Vendor.