



**Corporate Purchasing Department
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Detroit, Michigan 48202
(313) 876-9940**

HENRY FORD HEALTH SYSTEM Condition of Sale

1. THIS CONDITION OF SALE is to be considered a part of Purchase Order # _____ issued to _____. These conditions are to assure that the equipment in the purchase order conform to certain standards set forth by Henry Ford Health System (HFHS), on utility connections, safety of patients, staff and other persons, and to facilitate installation, use and maintenance of equipment.
2. **Unless the vendor takes written exception to any terms included as appropriate for this purchase, they will be understood to be in agreement with each of these provisions.** If modifications are needed to meet these provisions, such modifications shall be itemized and the difference(s) shown from the standard items. These modifications will be reviewed and require HFHS approval prior for such modifications to be of force and full affect. **Invoice(s) for equipment will not be paid until all terms and conditions of the purchase order and this Condition of Sale are met.**
3. **AUTHORIZATION BY THE TESTING PARTY IS REQUIRED PRIOR TO PAYMENT OF ALL MERCHANDISE COVERED BY THIS P.O. (TESTING PARTIES INCLUDE USER DEPARTMENT, HENRY FORD HEALTH SYSTEM TECHNOLOGY MANAGEMENT SERVICES, OR DESIGNATED THIRD PARTY PROVIDER).**
4. **General Conditions**
 - a. The equipment shall pass all of the specification performance tests as advertised, or reasonably implied by the manufacturer of the equipment, as well as the appropriate safety tests.
 - b. The equipment must meet the specifications set forth under the appropriate class of equipment in the most recent National Electric Code, American Heart Association, AAMI, NFPA, ECRI, and UL.
 - c. The equipment should conform to manufacturer's interpretation of Federal OSHA and Michigan OSHA requirements at the time of delivery.
 - d. It is the vendor's responsibility to notify the management staff of the HFHS purchasing department said products or devices, and the hospital Safety Officer, of any and all OSHA/MIOSHA requirements or regulations related to the operation and/or use of the above said products or devices.
 - e. There shall be a clearly defined warranty. (Time and extent of coverage, i.e., parts and labor, parts only, labor only.) **Warranty period will begin after the installation, final testing, and acceptance by Henry Ford Health System.**
 - f. Each separate identified piece of equipment shall be accompanied with two (2) each Operations Manuals and two (2) each Service and Maintenance Manuals, or a combination thereof (preferably one (1) hard copy and one (1) electronic format).

- g. Maintenance manuals should include the following, at a minimum: operation instructions; assembly/disassembly instructions; preventive maintenance procedures and recommended intervals; testing and calibration procedures; blowup pictorials and mechanical illustrations; complete wiring diagrams and schematics; complete parts listings with manufacturer's part numbers; part numbers for all necessary and optional accessories and user supplies; system block diagrams; theory of operation; board layouts. Updates to documentation above shall be provided at no additional cost.
- h. The vendor shall provide all computer software or external devices required for the operation, calibration, or repair of the equipment purchased. Any such items not listed on the price quote and required for the maintenance of the equipment shall be taken as included in the purchase price of the equipment. These items include, but are not limited to, any phantoms, special tools, extender boards, alignment jigs, computer software or adapters, brand-specific test equipment, or any other item not readily available from a source other than the manufacturer. Any upgrades to the maintenance software and/or hardware shall be made available at no additional cost.
- i. The vendor shall provide Henry Ford Health System, or designated third party provider, the ability to purchase all replacement parts, components, and subassemblies from the manufacturer or their local parts distributor as needed for the maintenance and repair of all appropriate equipment owned by Henry Ford Health System. No excessive handling or shipping charges shall be applied to these purchases. All shipments shall be expedited and will not be withheld in order to increase equipment downtime, or for any other reason.
- j. Vendor will specify equipment utility requirements (for example electrical gas, compressed air, water, etc.). Specification should include required pressures, flow rates, temperatures, etc., where applicable.
- k. If the equipment exceeds 500 pounds in weight, 78" in height, or 30" in width or depth, the weight and overall dimensions shall be specified in the quotation.
- l. The names and addresses, and telephone numbers of the manufacturer's local representative, their main office, and their factory trained, qualified service representatives shall be given. A copy of warranty, guaranty and service agreements shall be attached.
- m. Vendor shall indicate effect on equipment warranty (if any) if Henry Ford Health System modified the equipment to meet Code, Standards or Henry Ford Health System's requirements. Unless vendor specifies otherwise, a 12-month warranty period is assumed.
- n. Minimum of two (2) separate series of in-service training to all shifts, one to be provided during or near equipment installation, one as requested by the hospital to occur within the next 12 months. In-service sessions shall be on-site, unless otherwise agreed to by both parties, with the vendor providing all necessary handouts and in-service materials.
- o. HFHS Technology Management Services and technical staff employed or designated alternatives by Henry Ford Health System shall be eligible for both service and preventive maintenance factory training at no cost, either "on-site" or at the manufacturer's facility. If no price is quoted, it will be understood that the cost of training is included in the purchase price. This training includes the cost of tuition, travel and lodging paid by the vendor. This training shall be equal to the training provided by the manufacturer for their service personnel, and will include the calibration, maintenance and repair of the entire system purchased. The training shall include all components and peripherals. The training shall be available for a date prior to the expiration of the warranty period of the purchased equipment. Failure on the part of the vendor to schedule this training will extend the warranty period until such time as the training is completed.

- p. The vendor's price quote shall include the following end of warranty service contract options, with an annual renewal date:
 - Shared service agreement: the factory trained in-house service person would be first response for all service calls. Vendor service representative will respond after in-house options are reasonably exhausted. All service parts, firmware, and software are covered in this agreement. In-house service performs all preventive maintenance inspections, and has access to diagnostic software and full phone technical support from the vendor.
 - Full service agreement: vendor's service representative responds to all service calls and does all preventive maintenance inspections. All service parts including firmware and software are included.
- q. The vendor will provide technical support personnel during the normal business hours to assist HFHS personnel with technical advice. There will be no charge for this service unless prior written notice is given. If the vendor has any additional service options, these should also be listed.
- r. The vendor shall provide, for the life of the equipment, all operational software updates at no additional cost.
 - Mandatory updates: all material (software, firmware, EPROMS, discs, flash cards, etc.) and labor to install mandatory changes will be provided by the OEM, or vendor at no cost to Henry Ford Health System
 - Optional updates: all material (software, firmware, EPROMS, discs, flash cards, etc.) will be provided by the OEM, or vendor at no cost to Henry Ford Health System. Labor will be provided by either the OEM, vendor, or in-house staff.
 - Definitions:
 - 1) Update – an advance in current technology, or a software/firmware change, to improve an operating feature, or to correct a flaw in the current software.
 - 2) Upgrade – introduction of an entirely new function or feature in the software of a device. Usually prolongs the useful life. Updates that are part of upgrade should be at no cost to HFHS.

5. **ELECTRICAL Requirements**

- a. All line-operated equipment is assumed to be operating off 120 volts rms A.C. 60 Hz 20 amperes current.
- b. All line-operated equipment shall have a separated conductor for grounding purposes. The grounding conductor must not be connected to the neutral conductor. If not grounded, it should be identified as double insulated.
- c. Equipment designed to operate on 120-volt power at 20 amps or less shall be equipped with a good quality, rugged UL listed wire line cord and plug. Equipment with other power requirements shall be equipped with power plugs conforming to the NEMA standard plug configuration.
- d. Power requirements other than 120 volt, 20 amps must be specified prior to shipment.
- e. Equipment designed to operate on 120 volts should operate without loss of safety or accuracy over the range of 100 volts to 130 volts. If the nominal voltage is other than 120 volts, the operating range should be +10%-15% of nominal. If the equipment does not meet this requirement, the operating range shall be given in the quotation.
- f. Equipment shall be operational and not damaged under conditions of transfer from normal to emergency power regardless of length of time delay in power transfer.

- g. Line operated equipment must be provided with a fuse or circuit breaker in the primary power circuit which must be resettable or replaceable.
- h. Excessive heat dissipation during normal modes of operation shall be specified on the quotation. Any special cooling or ventilation required shall be specified.
- i. Vendor must specify if any additional A.C. line conditioning, or line isolation, equipment is required for proper and safe operation.

6. EQUIPMENT INTENDED FOR USE WITH PATIENTS

- a. The equipment and its components shall meet the requirements of Underwriters Laboratory UL 2601-1, whether or not it has been submitted to UL.
- b. The equipment shall be supplied with: (1). a standard NEMA or UL approved 300 volt three wire SJOT, or equivalent, hospital grade power line cord with torsional and tensional strain relief at the case, and (2). a rugged, dead front, back wired, hospital grade, repairable power plug with similar strain relief and adequate gripping surface or (3). explosion proof plug and 20' power cord.
- c. The equipment shall comply with all requirements and risk current limits according to its intended usage per ANSI/AAMI spec #ES1-1993 "Safe Current Limits for Electrical Apparatus", ISBN 0-910275-50-5, and the current NFPA 99 Standard, Chapter 9.
- d. On a visible surface, the equipment shall be clearly identified as being usable in a flammable or nonflammable environment. Equipment listed for use in an oxygen-enriched atmosphere shall be so labeled and identified.
- e. Specify approved techniques and materials for sterilizing and/or disinfecting this equipment (descriptions in the manuals will suffice).
- f. All accessories or parts of instruments that are attachments should also conform to all above provisions.

7. ADDITIONAL SPECIFICATIONS

- a. Disclosure as to the date when equipment will no longer be supported by OEM or vendor.