

RIDER 112 - PROJECT REQUIREMENTS

I. SCOPE

A. Owner Furnished Equipment

A.1 Contractor shall furnish, deliver, assemble and install equipment in accordance with the attached specifications and per the Project Requirements listed below.

A.2 Contractor shall be responsible for testing and post installation cleaning of equipment provided.

B. Provide a listing of all accessories, and replacement parts available for the equipment being offered with line item pricing to include any applicable discount.

II. GENERAL REQUIREMENTS

A. Project Coordinator:

All work performed hereunder shall be scheduled, coordinated, reviewed, and approved by the identified Project Coordinator or designated representative.

Contact: _____

Phone: _____

Fax: _____

Email: _____

B. Shipping Instructions/Deliveries and Package marking.

B.1 Delivery of the equipment shall be made in conjunction with the commissioning and move-in phase of the _____ at the University of Texas MD Anderson Cancer Center (UTMDACC).

All deliveries must be authorized by the Project Coordinator in advance of shipping. Unauthorized deliveries prior to dates requested will be refused. All costs for freight, storage and rigging related to unauthorized deliveries will be the Contractor's responsibility.

B.2 Unless otherwise instructed, deliveries shall be to a third party receiving agent "Staging Warehouse". Contractor shall confirm shipping date and location with "Staging Warehouse" 48 hours in advance of shipping.

UTMDACC

B.3 All packages, crates and cartons shall be clearly marked in letters at least 1/2" high with the delivery address and shall include the following:

MDACC _____ Project

Purchase Order Number, with reference to the MDA Line item Number

Sidemark Description: ID (prefixed by letters MDA and noted on PO)

Department Identification (if noted on purchase order)

Room Number (if noted on purchase order)

- B.4 Clearly label the carton number and total cartons for individual equipment items that may be packaged in multiple cartons. Each carton must include the information included in paragraph B.3 above
- B.5 It is imperative that items be boxed in such a manner to deliver each to different room locations, and ensure that all parts will be included. Do not ship accessories that go with multiple quantities of the same item, in one box to be dispersed unless prior approval from the **Project Coordinator** has been obtained
- B.6 Provide instructions on the outside of the container as to extent of packing material that must remain until Contractor's representative is present. Otherwise, MDACC or its third party warehouse agent will assume that all packing materials can be removed carefully, and discarded.
- B.7 Note any temperature or humidity sensitivities, as these items will be routed through a third party warehouse. Provisions can be made to store these in climate-controlled space if identified in advance.
- B.8 Partial deliveries are not permitted, unless required as part of a phased delivery program or as agreed to by the **Project Coordinator** designated in Section II. A.

C. Delivery/Acceptance Process:

The parties hereto recognize that products sold for this project are required as part of a construction process, and occupancy delays are possible.

- C.1 It is imperative the Contractor delivers the equipment in accordance with the delivery due dates and delivery locations. Installation and acceptance shall be in accordance to the installation schedule as provided by the **Project Coordinator**.
- C.2 Arrival of the equipment at UTMDACC or the off-site warehouse will be defined as *delivered*, but **not** as **Acceptance**. Following delivery to the warehouse or building, the items may remain unpacked or not in use until installation and occupancy of the floor or area.
- C.3 **Acceptance** will follow any assembly, installation, training and successful demonstration of the equipment.

D. Invoicing and Payment

- D.1 Contractor may invoice in accordance with the below payment schedule:

UTMDACC preferred: Net 30 days upon equipment **acceptance** by **Project Coordinator**.
- D.2 Invoices must reference UTMDACC's Purchase Order Number and Contractor's Taxpayer I.D. Number and the PO line item number.
- D.3 Invoices must reference UTMDACC's Equipment Number (MDA prefix).

Important: Invoices of parts and pieces that represent a “cart” or other assembled item, must be invoiced with reference to our item specification number.

D.4 All invoices require the approval of **Project Coordinator** prior to payment.

Any payments made by UTMDACC for the equipment furnished or work performed hereunder shall not constitute a waiver of any rights of rejection or otherwise afforded UTMDACC herein.

D.5 If partial payments are identified, invoices shall be submitted for the correct portions only and not for the entire amount. Invoices will be returned if not correctly submitted.

D.6 Original invoices must be submitted to:

Accounts Payable
The University of Texas
MD Anderson Cancer Center
P.O. Box 301401
Houston, Texas 77230-1401

D.7 A copy of the invoice and any shipping documentation must be sent (or emailed) to:

E. Standards of Performance and Systems Acceptance

E.1 Upon completion of installation Contractor shall submit written documentation (Statement of Performance) and demonstrate, to UTMDACC’s designated representative, that the equipment is fully operational and performing in accordance with the manufacturer’s published specifications, and that the required operational and maintenance manuals and parts listings have been provided. **ALL SUCH OPERATIONAL AND MAINTENANCE MANUALS SHOULD BE GIVEN TO THE _____.**

E.2 The Acceptance Period shall consist of a thirty calendar day trouble-free period from the date of the Contractor’s submittal of the “Statement of Performance” to the UTMDACC designated representative. UTMDACC will be the sole judge in determining that the standard of performance has been achieved in accordance with the published specifications.

E.3 Contractor shall be granted opportunity, during the acceptance period, to demonstrate that the equipment is performing properly and/or to repair, adjust or replace the non-performing item. If the UTMDACC designated representative has determined that the item does not meet the performance standard or, for any reason is found to be unacceptable, Contractor shall provide the use of a “Loaner” item of equipment until the item is repaired or replaced. All costs associated with the crating, storage, freight and repair or replacement of the non-performing item shall be the Contractor’s responsibility and entail no cost to UTMDACC.

- E.4 If the performance standard is attained within the thirty (30) calendar day period, **UTMDACC will notify the Contractor, in writing, of its acceptance of the equipment and the warranty period shall commence. In no case shall warranty begin upon delivery.**
- E.5 If the performance standard is not attained by the end of the Acceptance Period, UTMDACC shall have the option of granting the Contractor an additional Acceptance Period or terminating the Agreement.

F. Installation – Owner Furnished Owner Installed (OFOI) Equipment

Contractor shall have ultimate responsibility for and shall oversee all labor and provide associated tools, equipment, insurance, and technical expertise necessary to successfully install the equipment in its final location in accordance with all published/quoted specifications and as required hereunder.

- F.1 Equipment supplier shall be responsible to verify and ensure that adequate/appropriate services are provided at installation site for the proper operation of equipment.
- F.2 Contractor shall report any unsatisfactory conditions to the UTMDACC Project Coordinator.
- F.3 Starting installation shall imply acceptance and suitability of installation site and conditions.
- F.4 Site installation must be provided by a trained service engineer and include instrument unpacking, assembly, and adjustment to factory specifications. **Contractor is responsible for protection of floor and surrounding surfaces and for the OFFSITE disposal of all packing materials.**
- F.5 Installation to include all cable, power cords, and documentation necessary to form a complete operable System.
- F.6 The Staging Warehouse shall provide labor and rigging services to unload and store the equipment at the Staging Warehouse and to transport the equipment to the Patient Care Tower during the phased move-in period.
- F.7 During the phased move-in period, Staging Warehouse personnel shall deliver each item of equipment to the appropriate room and uncrate any wood or other structural crating material.
- F.8 Contractor shall unpack the equipment and install the equipment.
- F.9 Installation of equipment will be coordinated with the phased departmental move-in schedule. The Project Coordinator will provide the equipment supplier the schedule for installation and will notify the supplier of any change in the proposed schedule dates. Contractor access to the Patient Care Tower must be coordinated with the Project Coordinator.

G. Installation Information (Shop Drawings)

- G.1 Contractor(s) shall submit installation information (shop drawings) for items requiring rough-in, utility connection, or support no later than 30 days following purchase order award. Installation information shall include all necessary installation documentation

required for the coordination of any and all rough-in and installation requirements. Installation information will include, but not be limited to:

- a. Dimensional drawings
- b. Installation templates
- c. Details on all system components and equipment
- d. All applicable dimensions
- e. All methods of support, bracing, blocking and utility connection
- f. All applicable electrical requirements, connections and heat production

H. Assembly/ Installation

H.1 Contractor shall be responsible for ensuring all items requiring assembly, either minimal, or time consuming, shall be made ready for MDACC's use. Contractor is to complete the Warranty/Service/Shipping Questionnaire in Section 7, for each item specified to disclose extent of assembly required by UTMDACC. Shipping preference should be stated and can be made assembled or unassembled, at the discretion of the Contractor, to ensure item arrives undamaged. If item is shipped unassembled, Contractor shall be responsible for making it ready for use, in accordance with the move and occupancy schedule.

H.2 Contractor shall be responsible for furnishing initial first-use batteries and providing them with the price of the item.

I. Training

C.1 After assembly/installation Contractor will provide, at no additional cost, on-site training on the operation and maintenance of the equipment for UTMDACC personnel. This training will be scheduled through the UTMDACC Project Coordinator.

C.2 On-site training will consist, at a minimum, of Contractor's technicians demonstrating in the presence of UTMDACC staff and technologists that all mechanical and electrical functions of the equipment are operating properly. In addition, at a minimum, the following will be covered: safety procedures, emergency procedures, operating procedures including initial start-up, daily check-out, and daily shut-down, patient set-up procedure, and protective interlocks.

III. SUPPLEMENTAL REQUIREMENTS

A. Documentation

CONTRACTOR IS TO PROVIDE _____ COMPLETE SETS OF ALL EQUIPMENT MANUALS, DRAWINGS, AND DIAGRAMS PER ITEM. Manuals provided shall be understandably written in English and include but not be limited to: theory of operation, layout diagrams, trouble-shooting guidelines, schematics of all parts of the equipment and complete parts list with generic descriptions so that repair parts can be ordered from other sources. All documentation is to be provided at time of delivery.

Contractor shall update all manuals periodically, as changes, which affect UTMDACC's equipment, either in operation or in maintenance, are made. Contractor agrees to provide these manual updates to UTMDACC as they become available at no additional charge. These manuals shall be provided as soon as their release to the Contractor's service organization.

Where significant quantities (greater than 10) of any one model or item are provided, Contractor shall contact **Project Coordinator** in advance of shipment to identify total number of manuals required as an alternative to providing 2 per item.

B. Confidentiality

All drawings, designs, specifications, manuals, programs, and source code furnished to the UTMDACC by Contractor shall remain the confidential and proprietary property of Contractor. All such information, except as may be found in the public domain, shall be held in confidence by UTMDACC and shall not be disclosed by UTMDACC to any third parties, except as required under the public records act. Copyright to all materials made available by Contractor shall remain in Contractor at all times.

C. Regulations

The equipment and all required installations must meet all applicable Federal and State regulations.

D. Personnel

D.1 Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees to ensure efficient performance under this contract.

D.2 Contractor agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

D.3 Contractor agrees to a telephone response time of two (2) hours and have a service representative on site in the event of system/equipment failure within one (1) working day.

D.4 Contractor agrees to have service engineers on-call 24 hours/day, seven days/week.

D.5 UTMDACC may, at any time, request the removal and replacement of any of the Contractor's employees for good cause.

E. Protection of Existing Facilities:

E.1 Contractor shall take necessary precautions to prevent damage, discoloration, etc., to existing building finishes, systems, equipment, and grounds.

E.2 Contractor shall be responsible for notifying UTMDACC of any existing damage, disrepair, and discolorations encountered during the time of performance.

E.3 Contractor shall be responsible for repair of any damage to the facility or other equipment caused by Contractor's representative(s) during installation of equipment and removal of packing materials and crating.

F. Current Technology/Upgrades

F.1 It is the intent of UTMDACC to acquire equipment that is state-of-the-art, incorporating the latest technology. Contractors are to identify obsolete model

numbers and equipment features, or characteristics, which may have been inadvertently utilized in preparation of enclosed equipment specifications. Contractor's are to identify and include the latest production models of equipment

specified, and are encouraged to notify MDACC if newer models will be coming available within 60 days of the purchase order.

F.2 Contractor will identify and include quotes any items which are required for total and proper operation of the equipment which may or may not have been identified in the equipment specifications.

F.3 In the event that new technology should evolve or equipment should be upgraded between the time of issuance of the purchase order and delivery or installation of the equipment; Supplier(s) shall identify any and all changes or updates to UTMDACC and provide the latest technology available.

G. Corporate Acquisitions/Change of distributorship

H.1 Contractor will report any modifications to service representatives in the event that any changes occur with purchase/acquisition by another company, during warranty period.

H.2 Contractor shall disclose any revisions to catalog or model numbers if new distribution is arranged from time of bid, through purchase and acceptance periods.

END OF SECTION