March 19, 2013

You are invited to participate in an Electronic Sealed Bidding Event for Environmental Services for Wake Forest Baptist Medical Center. WFBMC has partnered with eBridge to host this bidding event on its Web-Based Bidding Event Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Johnny Trevino
Contract Administrator
Wake Forest Baptist Medical Center

WHO IS EBRIDGE AND WHAT IS ELECTRONIC SEALED BIDDING

eBridge is a service provider contracted by Wake Forest Baptist Medical Center to facilitate the bidding process with online tools and a team of knowledgeable professionals. You may find additional information about eBridge by visiting our website at **www.ebridgeglobal.com**. If you have not already registered with eBridge, then it is important that an authorized representative do so. The registration process is free and you may register with eBridge by navigating to our website, then clicking "Register for a Reverse Auction Event" on the right under Quick Links. If you are unsure as to whether or not your organization is registered with eBridge, please contact us at (502) 491-1980.

HOW TO RESPOND TO THIS OPPORTUNITY

- ❑ Review documents for this opportunity by clicking on the following link:

  http://www.ebridgeglobal.com/BidPackage/?ev=WFBMC\EVS_3102

- ❑ Return your response to this opportunity exactly as requested by the Buyer, including an initialed copy of each addendum issued to Wake Forest Baptist Medical Center no later than Friday, April 5, 2013 by 3:00PM EDT. **DO NOT** submit pricing with your response; pricing will be done **exclusively** online.

- ❑ Return the completed and signed Electronic Bid Event Submission form (page 4 of this document) to eBridge.

- ❑ Failure to submit your response as requested by the Buyer may render your package "Non-Responsive".

- ❑ Once the Buyer has reviewed responses and submitted the list of approved participants to eBridge, you will receive a Formal Invitation via email to participate in the electronic bid event.

- ❑ You will be contacted by an eBridge representative to schedule a brief tutorial to familiarize you with the process and answer any questions.

- ❑ Place your initial bid online before Friday, April 12, 2013 by 4:00PM EDT.

- ❑ Live Bid Event will begin on Monday, April 15, 2013 at 3:00PM EDT.

IMPORTANT MILESTONES and CONTACT INFORMATION

Milestone	Milestone Date	Description
Initial Invitation	Tuesday, March 19, 2013	Invitation to participate in this event will be sent via email to potential suppliers
Pre-Bid Conference	Monday, March 25, 2013 at 3:00PM EDT Respondents are to meet at Piedmont Plaza II, 7th Floor, Suite 702, 2000 West 1st Street, Winston-Salem, NC	Date and Location of Pre-Bid Conference
Questions Submitted	Thursday, March 28, 2013 by 3pm EDT	Deadline by which questions about this opportunity must be submitted via email
Submit Intent to Participate	Friday, April 5, 2013 by 3:00PM EDT	Deadline to submit your response to the Buyer as directed in the documents
Formal Invitation to Approved Suppliers	Monday, April 8, 2013	Formal Invitation to participate in the pricing portion of the process will be issued via email to approved suppliers
Training on the eBridge Process	Tuesday – Thursday, April 9 – 11, 2013	One-on-one tutorials will be conducted with each approved supplier
Initial Bid Due	Friday, April 12, 2013 by 4PM EDT	Deadline by which each approved supplier must submit Initial Bid(s)
Online Event	Monday, April 15, 2013 at 3:00PM EDT	The live event will open and subsequent pricing may be placed

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact: Johnny Trevino Contract Administrator Medical Center Blvd Winston-Salem, NC 27157 E-mail: jtrevino@wakehealth.edu Primary Phone: (336) 716-4014	If you have any questions **regarding the electronic bid process**, please contact: eBridge Business Solutions, LLC Rebecca Flaherty 7501 New LaGrange Road, Suite 2000 Louisville, KY 40222 Rebecca.flaherty@ebridgeglobal.com (877) 245-8880

ELECTRONIC BID EVENT SUBMISSION FORM
Must be completed and FAXED to eBridge at 502-491-4575

Wake Forest Baptist Medical Center will accept bids for Environmental Services using an Electronic Sealed Bidding Process on Monday, April 15, 2013 at 3:00PM EDT in accordance with the specifications and procedures available either with eBridge or Wake Forest Baptist Medical Center. This Electronic Sealed Bidding Event has a preliminary end date and time of Monday, April 15, 2013 at 3:15PM EDT plus any possible extensions.

The undersigned bidder hereby proposes and agrees to furnish Wake Forest Baptist Medical Center, Environmental Services in accordance with the Specifications. The bidder also agrees to participate in an Electronic Sealed Bidding Event to determine final pricing.

Your response to this opportunity will be due at Wake Forest Baptist Medical Center, Medical Center Blvd, Winston-Salem, NC, 27157 no later than Friday, April 5, 2013 by 3:00PM EDT. Specification submittals must indicate any and all exceptions to the specifications, as well as any option packages or prepayment discounts. **DO NOT SUBMIT BID PRICING WITH YOUR SPECIFICATIONS PACKAGE.**

The supplier understands that this proposal is submitted subject to the following: Bids will be evaluated based on each supplier's final pricing submitted during the Electronic Sealed Bidding Event, and the Specification Responses provided. Preference will be given to low suppliers; however, the Buyer reserves the right to accept bids on the basis of total evaluated bid or to accept portions of any bid. The Specifications and Information for Suppliers form the conditions of the Contract for this proposal.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

THIS SPECIFICATION RESPONSE IS HEREBY RESPECTFULLY SUBMITTED BY:

COMPANY NAME	DATE		
CONTACT PERSON	TITLE		
PHONE NUMBER	FAX		
ADDRESS	CITY	ST	ZIP
EMAIL ADDRESS	SIGNATURE		

MUST BE FAXED TO eBRIDGE AT 502-491-4575

IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required

EBRIDGE BUSINESS SOLUTIONS, LLC
SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("SOLUTION") FOR THE PURPOSE OF PARTCIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any Buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any Buyer offerings using the Solution. You acknowledge eBridge, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating Buyer is an agreement solely with such Buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. **Utilization**. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new "Supplier Agreement Terms and Conditions". eBridge reserves the right to terminate your access

to the Solution or any of its services at any time, if eBridge shall determine, in its sole discretion, that you have violated any term (s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, eBridge shall notify you immediately.

2. **Responsibilities of the Parties**. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as are set forth in our services agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the Buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of Buyer contracts
- Establishing and adhering to the terms and conditions of Buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that eBridge's responsibilities are, but not limited to, the following:

- Clarifying Buyer needs and specifications to the supplier
- Assisting in the completion of a comprehensive Bid Package
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)
- Conducting the electronic bid event and providing help desk support during the event
- Publishing appropriate results to the users and obtaining feedback from participants

3. **Conduit Services Only**. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential Buyers, (b) potential Buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential Buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. eBridge makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating Buyers. eBridge recommends you conduct your own inquiries concerning the qualifications and reputation of Buyers, and you must look only to the Buyers with whom you choose to transact business for performance of any agreements with them.

4. **Buyer Representations and Warranties**. eBridge does not verify the information supplied or representations made by Buyers on the Solution and makes no warranty of any kind to you concerning any Buyer using the Solution. eBridge recommends you look solely to the Buyer with respect to any Buyer-related information, representations and warranties.

5. **Coded Access**. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. eBridge is not responsible for such unauthorized use of the Solution.

6. **Availability and Operation of the Solution**. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against eBridge as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. **Sole Remedy**. If you are dissatisfied with the functionality of this Solution or the services eBridge provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION.

8. **Virus**. You hereby agree eBridge will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. **Information You Provide**. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify eBridge against such claim or liability including costs and attorney's fees incurred in defending against it.

10. **Security**. eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to eBridge and a new password will be assigned for your use. eBridge does not and cannot guarantee that information will remain secure.

11. **Fees**. The design, maintenance and operation of the Solution requires substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate of three (3) percent of the awarded price. All fees are to be paid to eBridge by the awarded supplier in the following manner:

    Definitive Bids: Payment is made once delivery is made to the Buyer and awarded supplier is paid by the Buyer.

    Construction and Public Works Bids: Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment.

    IDIQ (indefinite date, indefinite quantity) Bids: Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time Buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will insure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a Buyer with respect to a sale in which you were the winning supplier, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the Fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the Buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions in their entirety.

12. **Disclosures**. You acknowledge by using the Solution, you agree to provide eBridge accurate and complete information regarding (a) any agreement entered into by you with a participating Buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating Buyer with respect to the product or service sold to such Buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any Buyer pursuant to any agreement entered into by you with a participating Buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to eBridge immediately upon becoming aware of such information and eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

13. **Privacy Policy**. You hereby acknowledge eBridge has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold eBridge responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. **Reselling or Transfer**. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. **Access to Internet.** You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. eBridge is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. **Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.

17. **Links to Other Sites**. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under eBridge's control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by eBridge, and eBridge is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. **Copyright - How you May Use the Content of the Solution.** The content of this Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. **Framed Links.** You may not create framed links to the Solution without express written permission from eBridge.

20. **Modification**. eBridge, in its sole discretion, has the right to modify this Agreement at any time, however, any such modifications shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by email or mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. **Non-Circumvention**. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a Buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such Buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to eBridge the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.

22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.

23. **Partial Enforceability**. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. **Entire Agreement**. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.