



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265
FAX (205) 254-2484

March 7, 2016

INVITATION TO BID # 16-20

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

Sealed bids, **excluding pricing**, for automotive batteries for the City of Birmingham for a period of one (1) year with a month to month extension thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 PM CT on Friday, March 18, 2016, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, bidder is responsible for checking the website for addenda until bid opening date, and mailed to only those vendors who were provided a copy in person or by mail.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

Bids are to be submitted on the bid form provided, and all bids are to be f.o.b. Birmingham, Alabama delivered.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – AUTOMOTIVE BATTERIES - 2:00 PM CT, MARCH 18, 2016**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

NOTE: DO NOT INCLUDE PRICING ON THE BID FORM. PRICING WILL BE COLLECTED DURING THE ONLINE REVERSE AUCTION ON TUESDAY, MARCH 29, 2016 AT 11:00AM CT. BID FORMS INCLUDING PRICING MAY BE DEEMED AS NON-RESPONSIVE.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 PM CT, Friday, March 18, 2016. Bids received after this time will not be considered.


Ronnie E. Nickel, Purchasing Agent

SPECIFICATIONS FOR THE SUPPLY OF AUTOMOTIVE BATTERIES

GENERAL:

The City of Birmingham is seeking bids for the supply of various automotive type batteries for its fleet of mobile equipment. This will consist of all automotive, light commercial, heavy commercial, and lawn and garden type wet cell batteries the City may require during the life of the contract. The batteries to be supplied shall consist of the two distinct grade types described within the specifications. The City intends to award this contract to the lowest priced responsive, responsible bidder on a total lot basis. For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder. This preference will be applied as applicable after completion of the reverse auction.

The proposed contract shall extend for a minimum time frame of one (1) year with a month to month extension thereafter, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product (ex: new manufacturer's price list published), the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the initial year of the contract. Prior to the end of the initial contract period or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. Should any product herein experience a manufacturer's price reduction during the contract period, the City is to receive the benefit of such reduction(s).

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

Failure to adhere to any or all terms, conditions, and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. This contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City

determines that the service, item(s) and/or product line(s) being supplied is/are failing to perform satisfactorily.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful vendor.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Bids may be solicited for any product included in this contract where an immediate emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.** Any offered early payment discounts will be applied as applicable after completion of the reverse auction.

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

Any questions concerning these specifications should be addressed to tara.obannon@ebridgeglobal.com. All questions must be received by no later than Thursday, March 10, 2016 by 10:00AM CT.

DETAILED SPECIFICATIONS:

The quantities shown on the bid form are **strictly estimates for evaluation purposes only**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City does not guarantee any specific quantity or dollar value of goods or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

This contract shall consist primarily of extra heavy duty, premium grade commercial/fleet rated batteries. These batteries are to be of a sixty (60) month warranty design. Primary commercial classified batteries are to be of a twenty-four (24) month design. All automotive batteries are to be of a "maintenance free" or a "low maintenance" design.

The secondary battery usage shall consist of various grades of conventional type batteries and will include batteries of a thirty-six (36) month, forty-eight (48) month, or a seventy-two (72) month warranty design. For these secondary usage batteries the City will state the grade of battery sought when order is placed.

The battery specification chart in the Bid Form is indicative of the battery performance and grade levels required by the City of Birmingham (minimum 60 & 24 month rated as detailed prior) for the primary portion of the contract. Particular attention shall be given to cold cranking amp ratings and reserve capacities. **The City shall disqualify any and all batteries quoted that do not reach at least 90% or better of these minimum performance levels.**

All batteries are to meet or exceed current BCI minimum specifications for each group size to be eligible for consideration. **Do not bid "one size fits all" batteries.** Bid only the BCI group sizes shown on the bid form. Specifications shown on the bid schedule are based on the **Cold Cranking Amps (CCA)** measured at 0 degrees Fahrenheit (-17.8 Celsius). **Do not quote batteries based on the Cranking Amps (CA), measured at 32 degrees Fahrenheit (0 degrees Celsius).** All Reserve Capacity Minutes (RC) are to be based on capacity at 80 degrees Fahrenheit (26.7 Celsius).

Each bidder is to provide with the bid a full performance specifications chart on each and every battery line quoted. This chart shall be no older than 2013 and shall be complete in its factual information for the battery line in its entirety. Each bidder shall enter the specific part number of each battery being bid in the part number column of the Bid Form adjacent to the battery BCI size.

PRICING STRUCTURE:

Due to the impracticality of listing each and every type automotive battery the City may need to procure during the life of the contract, all bidders are to supply with their bid any and all manufacturer's price sheets showing the current prices for all the available batteries within each battery Classification (ex: passenger car, light

commercial, heavy commercial, etc.). These price sheets, combined with any stated discount rate, shall be used to determine the City's price for any and all batteries not specifically shown on the Bid Form. No updated or more current price list may be substituted at any time during the initial life of the contract. During the extension phase of the contract, price increases may be granted in accordance with Paragraph 2, page 2.

All bidders shall quote this bid invitation with written assurance to the City that any and all batteries not shown on the Bid Form shall be furnished at the **same rate of discount** as shown on your Bid Form. Warranties, price protection, etc., shall be the same as for batteries shown on the Bid Form. Failure to provide these features by the successful bidder shall render this contract null and void at the time of proven infraction. Failure to provide price sheets with bid could result in the outright rejection of the bid from consideration and prevent you from participating in the reverse auction.

Bidders are to indicate during the reverse auction process, any discount from the submitted price sheets that will apply to all batteries within that Classification (ex: passenger car, light commercial, heavy commercial, other.). Discounts rates will remain fixed for the entire life of the contract. **Discount rates are to be fixed, flat rates for each Classification of batteries. You will not be able to quote discount ranges for a classification (ex: Light Commercial; 30 – 50%).**

DELIVERY:

All batteries are to be bid F.O.B., City of Birmingham, Municipal Garage Parts Department, 515 6th Avenue South, Birmingham, Alabama 35205.

Only stocking and licensed dealers located in the City of Birmingham and/or Jefferson County who have full battery sizes, types, and line coverage available shall be considered. The bidder must show evidence of a sizable inventory, ample delivery equipment and personnel to properly service this contract to the City's satisfaction. The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, location, etc., before an award is made, to verify the potential vendor has the ability to properly service the City's requirements. The successful bidder will be required to maintain an adequately staffed sales counter open for business between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday in order that the City may pick up any special or urgently needed battery(s).

The City has limited storage space. Prompt delivery shall be an essential requirement. Failure to deliver promptly in a consistent manner will constitute grounds for cancellation of the contract. The successful bidder shall be required to maintain an inventory of at least twenty (20) batteries each of the three (3) most popular sizes (groups 65, 48, & 31S) and ten (10) each of the remaining battery sizes listed on the Bid Form. This inventory must be available for immediate delivery to the City of Birmingham at all times. Odd or unusual size batteries shall be available to the City in a maximum of three (3) calendar days or less from the date of the City's request.

All batteries delivered to the City shall be properly filled with required electrolyte and in a properly charged state for immediate use in vehicle. No acid soaked cases, shipping containers, concealed or visible damage, or other battery problems that detract from the appearance and usefulness of a new battery shall be accepted by the City of Birmingham. The City discourages the use of any unnecessary packaging of batteries such as, cardboard boxes, cardboard or plastic slipcovers, plastic wrap, etc.

WARRANTIES:

All batteries shall be quoted with a full replacement or 100% warranty coverage for a minimum of one (1) calendar year from the date of installation rather than the acquisition date. Any battery that fails in this time frame because of defects, internal failures, or other unsatisfactory service shall be replaced with a new battery at no cost to the City of Birmingham. After one year, proration applies.

The successful bidder shall be legally bound for a period of one (1) calendar year beyond the life of this contract for full replacement warranty coverage as indicated above.

FAILURE RATE:

The City of Birmingham shall reserve the right to cancel this contract at any point in time should the **failure rate** of any battery line bid exceed **5% of total purchases**.

BATTERY EXCHANGE:

This contract is for the outright acquisition of new batteries only and does not include exchanges, trade-ins or otherwise. However, this contract shall include the disposal of all used batteries the City may generate. For this reason, only dealers licensed by the Environmental Protection Agency for the handling and transporting of junk batteries will be eligible for consideration. Proof of E.P.A. approval is to be submitted with each bid.

Bidders are to bid a fixed dollar amount, payable to the City, for each used battery the City generates based on the following size classifications; (1) Passenger Car (BCI groups; 24, 27, 34, 36, 48, 58, 65,78), (2) Light Commercial (BCI groups; 2S, 3, 4, 7D, 29H, 31, 17TF, 16TF), (3) Heavy Commercial (BCI groups; 4DLT,4D, 8D), and (4) Other (M/C, mower etc.). Credit is to be issued (invoiced) to the City at the time of junk battery pick up. These credits will be a consideration of award.

The pick up of junk batteries is to be performed by the successful bidder on a weekly basis.

The successful bidder will be required to supply, at no additional cost to the City, an adequate number of junk battery containment trays. These trays are to be so designed as to prevent the leakage or spillage of electrolyte to the surrounding area of storage. **It shall be the responsibility of the vendor to maintain the integrity of the trays.**

BID FORM

Mr. William Caffee
Asst. Purchasing Agent
City of Birmingham

Submitted below is my firm bid for automotive batteries for one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated March 7, 2016. Prices quoted online are to be in exact accord with specifications except as listed below.

Est. Annual Qty.	BCI Size	Part No.	Volts	CCA 0° F	Reserve Capacity 80° F	Price Ea.	Extended Total	Junk Credit Each	Junk Credit Ext. Total
36	GS24		12	520	80	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
36	GS24F		12	520	80	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
16	GS27		12	700	120	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
40	34		12	630	100	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
60	48		12	690	110	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
30	58		12	540	80	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
30	58R		12	580	80	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
320	GS65		12	850	130	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
48	GS78		12	630	100	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
150	GS31S		12	750	180	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
75	GS31S		12	950	190	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
12	GS31P		12	750	180	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
40	GP36R		12	525	120	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
16	GS4D		12	1000	320	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
40	GS8D		12	1155	400	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
110	GSU1		12	225	20	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY
SUB TOTALS (BATTERIES & JUNK CREDITS)							\$ONLINE		\$ONLINE
GRAND TOTAL (BATTERIES LESS (-) JUNK CREDITS)								\$ONLINE	

*The estimated quantity for each item is the same for new purchase and junk battery credit.

BID FORM

PLEASE DO NOT INCLUDE WITH YOUR RESPONSE PRICING FOR THE FOLLOWING ITEMS:

RATE OF DISCOUNT FROM PRICE SHEETS:

Passenger Car	Light Commercial	Heavy Commercial	Other
ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY

JUNK BATTERY FIXED CREDIT AMOUNT PER CLASSIFICATION:

Passenger Car	Light Commercial	Heavy Commercial	Other
ONLINE ONLY	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY

Exceptions to Specifications:

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

COMPANY: _____

DATE OF BID: _____

ADDRESS: _____

TERMS OF PAYMENT: _____

TAX ID # _____

TELEPHONE: _____

SIGNATURE: _____

FAX: _____

NAME: _____

TITLE: _____

Please Print

E-MAIL ADDRESS: _____

WEB SITE: _____

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**



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WILLIAM A. BELL, SR.
MAYOR

March 7, 2016

The City of Birmingham, AL will be conducting an Electronic Sealed Bidding Event for Automotive Batteries. The City of Birmingham, AL has partnered with eBridge to host this bidding event on its Online Bidding 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,

Yolanda Cox
Senior Buyer
The City of Birmingham, AL

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

Yolanda Cox
Senior Buyer
E-mail: Yolanda.Cox@birminghamal.gov
Primary Phone: (205) 254-2878

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC
Tara O'Bannon
tara.obannon@ebridgeglobal.com
(877) 245-8880



IMPORTANT DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Monday, March 7, 2016	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Thursday, March 10, 2016 by 10:00AM CT	Questions Submitted	Deadline to submit questions regarding response requirements, specifications or bidding process. Submit any questions regarding this opportunity to: Tara O'Bannon at tara.obannon@ebridgeglobal.com
Monday, March 14, 2016	Answers Posted	Date you will receive an email with answers to all submitted questions. Review all answers to determine your interest and ability to provide the product or service being requested.
Friday, March 18, 2016 by 2:00PM CT	Submit Intent to Participate	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Tuesday, March 22, 2016	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Wednesday-Thursday, March 23-24, 2016	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Friday, March 25, 2016 by 2:00PM CT	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Tuesday, March 29, 2016 at 11:00AM CT	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.



ELECTRONIC BID EVENT SUBMISSION FORM
Must be completed and emailed to tara.obannon@ebridgeglobal.com

The City of Birmingham, AL will accept bids for Automotive Batteries using an Electronic Sealed Bidding Process on Tuesday, March 29, 2016 at 11:00AM CT in accordance with the specifications and procedures available either with eBridge or The City of Birmingham, AL. This Electronic Sealed Bidding Event has a preliminary end date and time of Tuesday, March 29, 2016 at 11:15AM CT plus any possible extensions.

The undersigned bidder hereby proposes and agrees to furnish The City of Birmingham, AL with Automotive Batteries 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 is due as requested by the buyer no later than Friday, March 18, 2016 by 2:00PM CT. 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	
_____		_____	
BILLING ADDRESS	CITY	ST	ZIP
_____		_____	
EMAIL ADDRESS	SIGNATURE		

Must be completed and emailed to tara.obannon@ebridgeglobal.com



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 ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE 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 information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members 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 through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, 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 will 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 set forth in this 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 this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- 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

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

- 3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and 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 this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and 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 or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.
- 5. Coded Access.** The Solution 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. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



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 neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. 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 agency or business will indemnify eBridge against such claim or liability including costs and attorneys 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 are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require 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 stated in the Electronic Bid Event Submission Form. 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 dates, 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 ensure 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 bidder, 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 transaction fee. Because these fees are expected to be INCLUDED in your pricing, they 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.

12. Disclosures. You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any 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 any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. 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. eBridge shall have 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 eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to 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, agency or company name, mailing address, email address and telephone).

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. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

14. Reselling or Transfer. You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection 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 Websites. The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.

18. Copyright - How You May Use the Content of the Solution. The content of the 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 of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not 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 transactions using the Solution.

19. **Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
20. **Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification 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 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 which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers 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.