|  |  |
| --- | --- |
| **University of Wisconsin - Madison** | |
| **INVITATION TO SUBMIT PLANS (ISP)** THIS IS NOT AN ORDER LATE PLANS WILL BE REJECTED  **INVITATION NUMBER: 1X-4XXX**  **NO PUBLIC OPENING**  **ISSUE DATE: XX/XX/XX**  **DUE DATE: XX/XX/XX 2:00 PM CST/CDT** | **AGENT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Questions regarding this ISP**– **see Section 2.X**  **For Submittal Instructions & ISP Response Format – see Sections 2.5 and 2.6.** | |
| ISP prices and terms shall be firm for sixty (60) days from the date of ISP opening, unless otherwise specified in this Invitation to Submit Plans by the UW-Madison Purchasing Services.  If **NO BID** (check here) and return. | |
| **TITLE/DESCRIPTION OF ISP**  **SPECIAL NOTE: An INFORMATION MEETING will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_ (date) at \_\_\_\_\_\_\_\_ (time) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (place) SEE SECTION 2.2 FOR MORE INFORMATION.** | |

In signing this ISP, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services ISP document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a ISP; that this ISP has been independently arrived at without collusion with any other plan submitter, competitor or potential competitor; that this ISP has not been knowingly disclosed prior to the opening of ISPs to any other plan submitter or competitor; that the above stated statement is accurate under penalty of perjury. I certify that the information I have provided in this ISP is true and I understand that any false, misleading or missing information may disqualify the ISP.

By submitting a ISP, the plan submitter certifies that no relationship exists between the plan submitter and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such plan submitter and another person or firm that constitutes a Conflict of Interest. Further, plan submitter certifies that no employee of the University whose duties relate to this request for ISP assisted the plan submitter in preparing the ISP in any way other than in his or her official capacity and scope of employment.

The Plan Submitter certifies by submission of the ISP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

|  |
| --- |
| COMPANY NAME: |
| COMPANY STREET ADDRESS: |
| COMPANY CITY, STATE & ZIP: |
| SIGNATURE: DATE : |
| TYPE OR PRINT NAME: |
| TITLE: |
| TELEPHONE NUMBER: ( ) FAX NUMBER: ( ) |
| EMAIL ADDRESS: |
| FEIN NUMBER: DUNS #: |

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# SECTION #1: GENERAL INFORMATION

Requirements that include the word “must” or “shall,” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. **Failure to meet a mandatory requirement MAY disqualify your ISP.** This Invitation to Submit Plan (ISP) document and the awarded Plan Submitter’s (Contractor’s) response information as it is finally negotiated shall become the Contract.

## 1.1 Purpose:

Purchasing Services, on behalf of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[AGENT NOTE: Requesting Department if needed]** invites your firm to submit a plan in response to this ISP. The University shall only consider plans from financially responsible firms presently engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each Plan Submitter shall furnish a description of their capabilities in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as outlined.

Information submitted by all responding Plan Submitters will be reviewed and used to determine which plan will best serve all University requirements. Failure of the successful Plan Submitter to accept any terms and conditions of the ISP as a part of a Contract may result in cancellation of the award.

**Add any new sections of general information that might help them understand the nature of the work. This section is intended as general information, and not to contain detailed scope of work information.**

## 1.2 Current Situation:

(Fill in as necessary)

## 1.3 Organization of this Solicitation Document:

This document is divided into Five (5) main sections with Attachments included for ease of response and organization. The six main sections are:

1. General Information (generally states the intent of the ISP).
2. ISP Process Instructions (contains information on how Plan Submitters should prepare their response).
3. Performance and Contract Requirements (contains terms and conditions that will become part of any awarded contract).
4. Requirements of All Plans (contains all information Plan Submitters must submit as part of their plan).
5. Evaluation and Award of Contract (contains detail on how the evaluation of Plans will be done).

## 1.4 Definitions:

The following definitions are used throughout the Special Conditions of ISP:

**Agent** means UW Madison Purchasing Agentresponsible for this Invitation to Submit Plan. Full contact information can be found in Section 2.4.

**Contractor** means successful Plan Submitter awarded the ISP.

**Department** means UW-Madison Department of \_\_\_\_\_\_\_\_\_\_\_.

**DVB** means Disabled Veteran-Owned Business.

**ISP** means Invitation to Submit Plan.

**MBE** means Minority Business Enterprise.

**Purchasing card** means State credit card.

**Plan Submitter** means a firm or individual submitting a plan in response to this ISP.

**Purchasing** means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715.

**State** means State of Wisconsin.

**University** or **UW** means University of Wisconsin-Madison.

**WBE** means Woman-Owned Business Enterprise.

**1.5 Parking:**

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

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# SECTION #2: ISP PROCESS INSTRUCTIONS

## 2.1 Applicable Dates:

**Date                                                        Event**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Issue of the ISP

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Written questions due

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Clarification of the Requirements

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Mandatory) [AGENT: CHOOSE]**Plan Submitters Conference/Site Visit

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Answers to Questions Received

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (FIRM) ISP Due Date (Local Madison Time)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Est.) Evaluations and Oral Presentations (if needed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Est.) Award notification

             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Term Begins

## 2.2 Information Meeting:

***Delete this section if not applicable***

## A Plan Submitter meeting will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [DATE] at \_\_\_\_\_\_\_a.m./p.m. [TIME] at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [LOCATION]. This meeting shall provide Plan Submitters with an opportunity to ask questions about the ISP document and process.

## 2.3 Site Inspection:

***Delete this section if not applicable***

Plan Submitters should inspect all \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to assess service requirements prior to submitting a Plan. Failure to adequately inspect shall not relieve the Contractor from their responsibility to furnish, install and service, without additional cost to the University, or perform any services that may be required to carry out this contract.

## 2.4 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this ISP must be in writing.  Plan Submitters are encouraged to FAX or e-mail written questions to the Agent.  Verbal questions, when permitted, must be directed to the Agent.

If a Plan Submitter discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this ISP, they shall have **five (5)** business days **(after the ISP issue date and time) (after the scheduled Plan Submitter’s Conference) [AGENT: CHOOSE ONE]** to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the ISP document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX 608/262-4467

If a Plan submitter fails to notify UW Purchasing of an error in the ISP document which is known to the Plan submitter, or which should have reasonably been known to the Plan submitter, then the Plan submitter shall submit at the Plan submitter's risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this ISP, written supplements or revisions will be provided.

UNIVERSITY OF WISCONSIN ISP # 1X-4XXX

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**AGENT NOTE: Add additional language for specific layout. One (1) paper copy and two (2) CD Rom copies of the price list in searchable Excel, Word or PDF format.**

**2.5 Submittal Instructions**

**ISPs MUST BE DELIVERED TO:**

**Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218.**

**AGENT NOTE: Include instructions for submitting other number of copies of ISP required.**

**NUMBER OF COPIES TO BE SUBMITTED:**

**\_\_\_\_ (#)** hard copies of the completed ISPs, including the signed original, may be mailed, delivered by Plan Submitter, or by a third-party/courier service **in a sealed envelope or package with the ISP number on the outside. \_\_\_\_ (#) copies of the ISP must be submitted on CD/DVD/Flash Drive**. **[AGENT CHOOSE]** ISPs must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated ISP due date. ISPs not so date/time stamped shall be considered late. **Late ISPs shall be rejected.**

**If hand delivering, c**all 608-262-1526 ***when you arrive at Purchasing Services, Suite 6101*** for assistance.

ISPs may be dropped off at Purchasing Services, **21 N. Park Street, Suite 6101, Madison, WI 53715-1218,** between the hours of 7:00 AM and 4:00 PM **prior** to the due date and time.

**AGENT NOTE: If accepting fax ISPs, be aware of sizeable price lists!**

**AGENT NOTE: Use Agent discretion if fax/e-mail ISPs are acceptable**

**FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED. [AGENT CHOOSE]**

**-OR-**

**[AGENT: CHOOSE]**

**If faxing or e-mailing,** the University will accept completed ISPs **[faxed to** **(608) 262-4467]** or **[e-mailed to** [**bids@bussvc.wisc.edu**](mailto:bids@bussvc.wisc.edu)**]** **[AGENT: CHOOSE]**, provided(i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated ISP due date **AND (ii) only one copy is required if [faxing or emailing] [AGENT: Choose] or the number of copies indicated above are mailed or hand delivered to Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218** **by 2:00 p.m. CST/CDT on the next business day following stated bid due date.] [AGENT: CHOOSE]**

Submitting a ISP to any other e-mail address than [**bids@bussvc.wisc.edu**](mailto:bids@bussvc.wisc.edu)does not constitute receipt of a valid ISP by Purchasing Services.  Proof of transmission doesn't constitute proof of receipt.  E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials *(***not typed or electronic signatures***)*, or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

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**VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE INVITATION TO SUBMIT PLAN FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.**

**RETURN ADDRESS LABEL:**

Below is a label that can be taped to the outside of your sealed ISP response. If returning your ISP response by mail or in person, please fill out the information and tape to the outside of your ISP package.

|  |
| --- |
| **INVITATION TO SUBMIT PLAN**  **NUMBER: 1X-4XXX**  **DUE DATE: XX/XX/XX TIME: 2:00 PM CDT/CST**  **SHIP FROM:**  **VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:**  **UNIVERSITY OF WISCONSIN-MADISON**  **PURCHASING SERVICES**  **21 N PARK ST, SUITE 6101**  **MADISON, WI 53715-1218** |

**2.6 ISP Response Format**

ISP should be typed and submitted on 8.5 by 11 inch paper and bound securely. The response should be organized and presented in the following order. Each section should be separated by tabs or otherwise clearly marked. The contents within each tab should reference the section or attachment number assigned in the ISP. Failure to submit as indicated may disqualify your plan.

**AGENT NOTE: Sample Only. The order of items listed below is agent’s choice to edit. Make sure listed items below pertain to your ISP. Remember to check Section 4 for consistency.**

**Tab 1:**

* Invitation to Submit Plans form signed by an authorized representative of company - Cover Page.
* Vendor Information Form, Attachment A.
* Business Reference Form, Attachment B.

**Tab 2:** Responses to specifications in Section 4. – Specifications (Sections 4.X – 4.X).

**Tab 3:** Price Schedule, Attachment C.

**Tab 4:** Other

**RETAIN A COPY OF YOUR ISP RESPONSE FOR YOUR FILES**

## 2.7 Late Responses:

Any response received after the time and date specified in Section 2.5 (Submittal Instructions) will not be opened or reviewed.

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## 2.8 Multiple Plans:

Plan Submitters who wish to submit more than one Plan may do so, provided that each Plan stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the University reserves the right to select the most advantageous Plan to the University.

The University reserves the right to review each Plan separately and award to the Plan that is in the best interest of the University. The University will be sole judge of its best interests in regard to the Plans submitted.

## 2.9 Proprietary Information:

Any information contained in the Bidder’s response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award**. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

## 2.10 Reasonable Accommodations:

University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If any alternate accommodations are needed at the Plan Submitters conference, contact Agent.

## 2.11 Incurring Costs:

The State of Wisconsin is not liable for any cost incurred by Plan Submitters in replying to this ISP.

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# SECTION 3: PERFORMANCE AND CONTRACT REQUIREMENTS

**AGENT NOTE: Review each section as you go along as some sections can be moved to Section 4 for scoring purposes.**

**AGENT NOTE: Please make sure this language does not conflict with the instructions on the Specifications**

**3.1 Entire Contract**

A contract will be awarded based on the criteria established in this Invitation to Submit Plan, including attachments and any amendments issued. The ISP, the plan response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

A. Contract Award Letter

B. Original Invitation to Submit Plan Number 1X-4XXX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including amendments/ attachments

C. Plan Submitters response to ISP

D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Plan Submitters with the ISP or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this ISP should be submitted with your response and alternative language proposed. **(Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the plan submitter’s letterhead, signed, and attached to the ISP response as an attachment.  Each deviation and exception must be identified by the section, page and paragraph to which it applies.  In the absence of such statement, the ISP shall be accepted as in strict compliance with all terms, conditions, and specifications and the plan submitter shall be held liable.) [AGENT: CHOOSE] (A Word copy of this exceptions document must be submitted with your electronic ISP response. [AGENT: CHOOSE]**

Submitting a standard ISP contract or term and conditionas a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the ISP.

The University reserves the right to negotiate contractual terms and conditions or reject the Plan Submitter’s response and proceed to the next qualified plan submitter.

## 3.2 Contract Administrator:

Any correspondence, price lists or other documents must include reference to ISP number 1X-4XXX and be sent to the Contract Administrator, 21 N Park St, Suite 6101, Madison, WI 53715-1218. The Contract Administrators are authorized to give the approvals required under this contract on behalf of the University.

1. **University**

The Contract Administrator for the University is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX 608/262-4467

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**Day- to-day operations** for the University will be handled by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 3.3 Term of Agreement:

The initial term of this contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT START DATE)** or date of award, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT END DATE)** or \_\_\_ **[insert number of years]** year(s) after date of award. **[This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, (90) (\_\_\_\_) [AGENT: CHOOSE ONE] calendar days prior to expiration of the initial and/or succeeding Contract term(s)**.**]** or **[The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).] [AGENT: CHOOSE ONE]**

## 3.4 Personnel, Employment and Staffing:

### Contractor must provide knowledgeable individuals, acceptable to the University, who will provide the following administrative support functions:

### 3.4.1 A Contract Administrator to act with full authority on the Contractor’s behalf in all matters pertaining to the University and this Contract.

### 3.4.2 Plan Submitter must designate a person(s) to provide information to the University in regard to the Contractor’s Affirmative Action plans.

### 3.4.3 Contractors shall have in their employ, sufficient qualified and competent personnel to perform work promptly and in accordance with Contract requirements.

### 3.4.4 The Contractor shall appoint a Contract Administrator to consult with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on current and future \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ programs and act with full authority on the Contractor's behalf in all matters pertaining to Contract requirements.

### 3.4.5 The Contractor, its officers, agents and employees, in the performance of this Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. Contractor agrees that it shall take such steps as may be necessary to ensure that each subcontractor or contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.

### 3.4.6 Contractor shall be responsible for personnel relations of payrolled employees. Contractor shall comply with all applicable government regulations related to employment, compensation and payment of personnel.

### 3.4.7 Contractor’s personnel shall observe all regulations of the University. Failure to do so may be grounds for reassignment of the Contractors staff. Once a Contractor’s employee has been reassigned, they shall not be transferable to another UW System campus serviced by the Contractor and cannot be used for any other UW Madison services provided by the Contractor in the future.

## 3.5 Firm Prices:

Payment must remain firm for **(\_\_\_\_\_\_\_) (one year) [AGENT: CHOOSE]** from the date of the signed contract.  The payment must remain firm during the initial and each succeeding contract term; or may be renegotiated by the University and the Contractor

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**3.6 Payment, Report and Audit Requirements:**

### 3.6.1 **Accounting:**

#### Contractor shall maintain complete and accurate records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ transactions in accordance with accepted industry accounting practices and these records shall be kept in a safe place. The records will include, at a minimum, financial records and statements pertaining to this Contract and will be retained for a period of five years from the close of each year's operation. The Contractor shall make available such records for inspection by the University upon request.

#### All losses incurred by the Contractor in the process of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ due to theft, fire, accident, protest, etc., shall be the responsibility of the Contractor. Any profit or loss from the operation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be the Contractor's.

#### 3.6.2 **Payments:**

#### 3.6.2.1 Contractor shall pay the University for each period’s volume on or before the **(20th day) (\_\_\_ day)** **[AGENT: choose one]** of the next month following the service month before. These payments shall be accompanied with a detailed explanation of transactions by location including and total of payment due. Causes of unusual amounts or transactions shall be noted by the Contractor as part of these statements.

#### 3.6.2.2 Payments not received by the University on the **(20th day) (\_\_\_ day)** **[AGENT: choose one]** following previous months service shall be paid by the Contractor plus an interest penalty on the payments due at the prevailing interest in place and used by the State of Wisconsin for delinquent income tax.

#### 3.6.2.3 Upon Contract expiration or termination, payments due the University shall be paid in full.

### 3.6.3 **Reports:**

#### 3.6.3.1 The Contractor shall provide the University a monthly statement showing the volume of **(service) (product)** **[AGENT: choose one]** and payment due for the month and the total amount paid year to date.

#### 3.6.3.2 The statement for each month shall also include a summary page detailing the monthly payments made to each Contract participant.

#### 3.6.3.3 Final format for all reports will be mutually agreed upon by the Contract Administrator, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Contractor.

### 3.6.4 **Audit:**

### All records pertaining to this Contract shall be open for inspection and/or audit by the State of Wisconsin and/or the University at any mutually agreed, reasonable time. The Contractor shall advise the Contract Administrator and University's Internal Audit of the Contractor's schedule of records and operations at the University. The University shall have the option to participate in the Contractor's audits and may request a full report of these audits as they relate to this Contract.

## 3.7 Travel Per Diems:

All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment by the Contractor to the University shall not include any additional deductions for this purpose.

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## 3.8 Campus Delivery Requirements:

3.8.1   Any service involving delivery or pickup shall be made to or from University departments five days per week, Monday through Friday, during normal University business hours unless negotiated otherwise.

3.8.2  The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus.  The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles.   For specific policy language, a campus map and restrictions, see the University Transportation Services website at <http://transportation.wisc.edu/resources/large_truck.aspx>.

* + 1. 3.8.3 This contract requires that Contractor provides services or products to the stated delivery address in accordance with the 30’ truck policy referenced in Section 3.8.2 above. Any unique service arrangements must be pre-approved by contacting the contracting department(s).

## 3.9 Contract Cancellation/Termination:

3.9.1 The University may terminate the Contract at any time, **without cause**, by providing \_\_\_ days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

3.9.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within \_\_\_ calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or failure to provide any of the Terms, Conditions, Specifications or Special Conditions of Bid.

3.9.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.

3.9.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Section 3.11 of this ISP, the University has the right to cancel and terminate the Contract without notice.

3.9.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days notice in writing of such termination.

3.9.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the (ordering department.) (specific department \_\_\_\_\_\_\_\_\_\_\_\_\_.)

## 3.10 On Site Service:

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Plan Submitters cost must include all transportation charges.

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## 3.11 Insurance Requirements:

### 3.11.1 Contractor is required to maintain Worker's Compensation insurance as required by Wisconsin Statute for all employees engaged in the service, Commercial General Liability (CGL), and Automobile Liability when applicable. Minimum coverages for CGL are: Each Occurrence/General Aggregate - $1,000,000. Automobile Liability minimum is: Combined Single Limit - $1,000,000. Upon request by the University, the Contractor is required to provide a Certificate of Insurance with a minimum 60 day cancellation notice, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent.

3.11.2 The Contractor shall add: “The Board of Regents of the University of Wisconsin System, its officers, employees and agents” as an ‘additional insured’ under the commercial general, automobile **(and Contractor’s) [AGENT: CHOOSE]** liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

Additional insurance requirements for this ISP are the following:

### 3.11.3 Certificates of Insurance shall be signed by an authorized agent and sent to Risk Management,

### 21 N. Park St, Suite 6101,Madison, WI 53715-1218 prior to Contract award. If applicable, the Contractor shall also provide certificates of liability insurance covering related subcontracts with the University. Insurance requirements shall apply to all subcontractors hired under this Contract.

### 3.11.4 The University may require that the Comprehensive General Liability insurance certificate contain a statement from the insurer, that for this Contract it waives any care, or control exclusion in its policy.

### 3.11.5 Policies shall contain a covenant requiring 30 days written notice to Risk Management before cancellation, reduction or other modifications of coverage. The Comprehensive General Liability Insurance and Automobile Liability Insurance policies shall be primary and non-contributing, without any severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

### 3.11.6 The Contractor shall advise insuring agencies to automatically renew all policies and coverages to the specified coverage levels.

### 3.11.7 Insurance as detailed above is required to be in effect during the entire term of this contract.

## 3.12 Service Requirements:

### 3.12.1 Contractor shall, at Contractor’s expense, be responsible (including financially) for obtaining all required permits (including parking), licenses, and bonds to comply with pertinent Board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, income and property taxes.

### 3.12.2 Recognizing that successful performance of this Contract is dependent on favorable response from eligible users, the Contractor shall meet as requested with the Contract Administrator or the customer identified to review operations and make necessary adjustments to the Contract service requirements.

### 3.12.3 After the initial Contract year, the parties may (upon mutual agreement) adjust the Terms and Conditions (including payment terms) of this Contract. All adjustments requested by the Contractor shall be proposed in writing to the University’s Contract Administrator. All required Contract amendments shall be issued by the University’s Contract Administrator through Purchasing Services.

### 3.12.4 It is mutually agreed that other service elements related to this Contract but not covered specifically in the ISP document may be added to this Contract without voiding provisions of the existing Contract. Additional services may be negotiated and furnished to the University by the Contractor with additional consideration as is necessary. Additions to this Contract shall be made only by an official written amendment to this Contract issued by Purchasing Services through the University’s Contract Administrator.

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## 3.13 Safety Requirements:

All services provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety and all applicable OSHA Standards.

## 3.14 Equipment Requirements:

### 3.14.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ installed under the terms of this contract are to be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or an approved equivalent. All equipment shall at a minimum provide: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### 3.14.2 Equipment installed under the terms of this Contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and maintained throughout the life of the Contract free and clear of the liens, mortgages, and encumbrances unless otherwise agreed by the University.

### 3.14.3 At regular intervals during the duration of the Contract, the amount of required equipment shall be examined by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Contractor with the objective of providing the best possible service to eligible users.

### 3.14.4 **Repairs:**

### Contractor shall make every reasonable effort to eliminate down-time.

#### 3.14.4.1 **Preventative Maintenance.** Contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment. Contractor shall refrain from performing preventative maintenance during times of peak usage.

#### 3.14.4.2 **Unanticipated Repairs.** Contractor must provide repairs within three hours, during the hours of 7:00 a.m. to 10:00 p.m., Monday through Friday, excluding holidays. Repairs on weekends and holidays must be responded to within 24 hours.

#### 3.14.4.3 **Total Replacement.** In the event of major failure or malfunction, when equipment will be out of service for more than 24 hours, Contractor shall install replacement equipment or obtain permission from the Department representative to extend down-time and post notification of an alternate.

### 3.14.5 As "state of art" capabilities evolve, the University intends to discuss with the Contractor the feasibility of necessary equipment and programs for new technological developments. Such developments may \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Terms of such new installations shall be by mutual agreement of the University and Contractor.

### 3.14.6 Contractor shall keep the University informed of new industry security measures in use. The University may institute or execute such measures required to accomplish maximum property, product and revenue security when presented, in writing, by the Contractor and mutually agreed by the University.

### 3.14.7 In addition to necessary operating instructions, the Contractor shall make available at each location the information to where eligible users should be instructed to report malfunctions.

### 3.14.8 **Removal of Equipment Upon Termination of Contract:**

#### 3.14.8.1 Upon termination or expiration of this Contract, Contractor shall vacate and return the premises to the University in the same condition at the time the Contractor entered the premises, reasonable use and wear expected.

#### 3.14.8.2 The University may retain intact any leasehold improvements, except the \_\_\_\_\_\_\_\_\_\_\_\_ equipment or its identification sign, or require that the Contractor remove such leasehold improvements within fifteen days from the termination of this Contract.

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#### 3.14.8.3 If the equipment is not removed from the University locations on termination of this Contract and, after 10 days written notice to the Contractor, may be treated as abandoned property by the University. Contractor shall assume all costs of removal, storage and product and revenue loss.

#### 3.14.8.4 To ensure the continuation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Contractor shall honor the University’s request to extend the Contract to allow for delivery and installation of new equipment before the start of any new Contract.

3.15 Energy Star:

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star™ requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) and the EPA. It is not mandatory that every device offered under this bid meet Energy Star requirements but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

## 3.16 Employment:

In accordance with the Internal Revenue Code Section 3402(e), if an individual is a current UW System employe, all payments for services are deemed to be wages and must be payrolled. Wisconsin Statutes of Section 230.047 must be adhered to when utilizing current employes of other state agencies. All state employes are covered by the maximum additional earnings provision of Section 16.417(2) Wisconsin Statutes noted above.

The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any campus department, commission or board thereof, to provide services relating to this agreement without the written consent of the agency/employer of such person or persons and of the agency head. Any employee employed as described in this section must be identified, in writing, to the Contract Administrator.

## 3.17 Disclosure:

If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employes and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

## 3.18 News Releases:

Reference to or use of the State of Wisconsin, any of its departments, agencies (University) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

## 3.19 Hold Harmless:

The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Contractor, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

The Contractor agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Contractor arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

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## 3.20 Applicable Law:

This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

## 3.21 University Responsibilities:

### 3.21.1 University shall provide heat, sewer, electricity and cold and hot water. The University shall not guarantee an uninterrupted supply of electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any utility service.

### 3.21.2 The University shall be responsible for costs of insect and pest control in all \_\_\_\_\_\_\_\_\_ service areas. The Contractor shall maintain maximum insect and pest control for supplies and equipment brought into University Buildings.

### 3.21.3 The University shall provide custodial service on a schedule normally performed for like space at the University. The University shall provide daily floor maintenance in \_\_\_\_\_\_\_\_\_\_\_ service areas, and Contractor shall cooperate in keeping this service to a minimum. The University shall be responsible for the periodic shampooing of carpet in the space**.**

### 3.21.4 The University shall provide the Contractor with routine campus protection currently available in \_\_\_\_\_\_\_\_\_ service areas, such as night patrol, door checks, security consulting, call response, etc.

### 3.21.5 The University shall provide and maintain all waste cans and recycling containers in the \_\_\_\_\_\_\_\_\_service area.

## 3.22 Eligible Users:

Services shall be available to all on-site campus locations, off-site non-campus locations and off-site State Agency locations as negotiated, hereinafter referred to as "eligible users." Any additional “eligible users” will be identified to the Contract Administrator for approval before services are provided for the “eligible users” for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3.23 Space Requirements:**

Contractor shall occupy and use the premises of the University only for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ operations.

3.23.1 **Utilities:**

3.23.1.1 Where necessary, utilities shall be brought to the equipment by the University. Contractor shall be responsible for paying connection costs from the equipment to the provided utility source. Contractor shall provide all communication lines, security and alarm circuits including necessary conduit whether on or off the premises. Installation and routing of these circuits and conduit must be approved by the University. Telephone service including computer connection circuits shall be available at the Contractor's expense subject to availability of circuits.

3.23.1.2 The University shall not guarantee an uninterrupted supply of electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss which may result from the interruption or failure of any utility service.

3.23.1.3 Contractor shall be responsible for costs of all telephone line installations and hookups to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ equipment including alarm installations from the \_\_\_\_\_\_\_\_\_\_\_\_ locations to the campus alarm system located at Police and Security, 1429 Monroe Street, Madison, WI 53711.

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3.23.2 **Security:**

3.23.2.1 The University will provide Contractor with keys required for access to service areas. Contractor is responsible for control of keys obtained from the University and to maintain the security of locked areas. Contractor's employees shall not admit anyone to areas controlled by a key in their possession. Contractor shall be responsible for immediate reporting to building manager all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the University. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall receive these reports and be responsible for key issues and periodic review of key control.

#### 3.23.2.2 **No building keys may be copied**. If keys are lost, Contractor shall be responsible for the total cost of rekeying and replacement of all affected University locks and keys.

#### 3.23.2.3 Contractor is responsible for the purchase of padlocks and other security devices which may be required by the Contractor to further ensure revenue, product or property.

## 3.24 Nondiscrimination and Affirmative Action:

3.24.1 In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

3.24.2 Contracts estimated to be overfifty thousand dollars ($50,000) require the submission ofa written affirmative action plan by the Contractor**.** An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval**.** Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

3.24.3 The Contractor agrees to post in conspicuous places, available for employes and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination law.

3.24.4 Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

3.24.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, theContractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees toobtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $25,000 which is not exempt and will retain such certification for audit purposes.

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## 3.25 Promotional Materials/Advertising:

The Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material. Equipment bearing UW Madison marks, logos or other indicia of the University must be approved by UW Madison Licensing Authority. The Contract Administrator will be responsible for any necessary approval for the use or content of materials to be used.

### 3.25.1 The Contractor shall provide and pay for merchandise, promotion and advertising. The University shall cooperate by providing space for display and/or pick-up of promotional materials.

### 3.25.2 Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses the Contractor.

### 3.25.3 No third party advertising shall be allowed on University property, unless prior written approval is provided by the Contract Administrator*.*

### 3.25.4 All promotions held and promotional materials distributed in conjunction with this Contract must receive the written approval in advance from the Contract Administrator*.* Any such promotion or promotional material must be in good taste and meet the quality standards that the University would apply to its own promotions.

### 3.25.5 Any products bearing UW-Madison marks, logos or other indicia of the UW-Madison must be purchased from University licensees.

## 3.26 Miscellaneous:

### 3.26.1 **Separability.** If any provision of this Contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this Contract.

### 3.26.2 **Waiver.** A waiver by either party of any terms or conditions, provisions, or covenants of this Contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

### 3.26.3 **Amendments.** For any modifications or changes to this Contract, amendments will be in writing and signed by authorized signatories of the Contractor and University.

### 3.26.4 **Adverse Interests.** During the term of this Contract and any renewals, the Contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to the University. If the University believes that the Contractor is violating this paragraph, the University will notify the Contractor in writing. The University and the Contractor will meet and discuss the alleged violation within 30 days of such notice and, in good faith, seek a mutually acceptable resolution.

### 3.26.5 **Assignment.** Contractor shall not assign or subcontract any of its rights or obligations under this Contract in whole or in part without prior written consent of the University. Any attempted assignment or subcontracting without consent shall be void and of no effect and may be cause for the termination of this Contract. Any subcontractors used will be the responsibility of the Contractor and they must provide products/services per the terms of the Contract. They must also meet the insurance requirements outlined above and be identified by the Contractor to the Contract Administrator prior to any work being done by them.

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## 3.27 Tax Payment

The Contractor shall retain, and be responsible for payment of any taxes on sales.

**BACKGROUND CHECKS: Bids or RFPs for goods or services where Contractor’s employees, affiliates, or volunteers are expected to have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) should include one of these clauses.**

**3.28 Requirements for Criminal Background Checks**

**Background Checks of Contracted Individuals**

This contract is contingent upon, prior to the commencement of services, the independent contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services.  This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

If, in the course of providing services to the UW, contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored, the contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

**Background Checks of Contractors**

This contract is contingent upon, Contractor supplying workers who have passed a criminal background check demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

If, in the course of providing services to the UW, contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractormust make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

**3.29 Child Abuse Notification**

Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

         A report must be made personally or by telephone to UWPD.

         Reports are to be made to: ***Emergency Phone Number:***  911.

***Non-Emergency Phone Numbers:*** UW Police Department608-264-2677.

**3.30 Release of Information:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University’s prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.

**3.31 Disclosure:** If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employes and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

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# SECTION #4: REQUIREMENTS OF ALL PLANS

**NOTE: Failure to respond to all items in this section may be deemed as sufficient reason to reject any plan. Format your response to correspond numerically with items listed below.**

## 

## 4.1 Plan Submitter Qualifications (XX Points)

The Plan Submitter’s response to this subsection must clearly demonstrate the capacity to meet the requirements stated in this ISP in addition to the Plan Submitter’s current workload. Provide on company letterhead a concise, detailed description of the following:

**AGENT NOTE: *insert additional mandatory requirements if desired or delete if not applicable.***

### 4.1.1 Plan Submitter shall currently be in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Provide name and address of operating company and duration and extent of experience in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This information should provide, at a minimum, **(service) (commodity)** **[AGENT: choose one]** volume information (approximate) showing that the Plan Submitter could meet the requirements of this Contract if it was awarded to them.

### 4.1.2 All equipment submitted for evaluation must be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### 4.1.3 Plan Submitter agrees to provide the University with the following minimum annual payment/commission guarantees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### 

### 4.1.4 Provide the names, addresses, and phone numbers of three comparably sized corporate or University accounts for reference purposes who will verify that a high level of service quality has been provided. **(See Attachment B)**

### **4.2** **Desired and Value Added Service Plan (XX Points)**

All information requested in this Section must be provided, or the submitted plan shall be rejected.

**AGENT NOTE: *add, modify or delete any of the suggested evaluation sections as needed*.**

### 4.2.1 **Operation/Service and Staffing Plan** **(\_\_\_\_\_ points available)**

Provide a detailed description of your operating plan for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including staffing and hours of operation. In addition, provide a detailed plan for how after-hours service will be handled.

### 4.2.2 **Staff Training Plan** **(\_\_\_\_\_\_ points available)**

### Provide a description of your training programs for employees, supervisors and managers including destination and sales seminars.

### 4.2.3 **Equipment (\_\_\_\_\_\_ points available)**

### Describe the equipment your firm will **(use.) (provide.)** **[AGENT: choose one]** Specify \_\_\_\_\_\_\_\_\_ type, manufacturer, model numbers, etc. Also describe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or any other performance feature characteristics. Attach brochures and/or pictures as appropriate.

### 4.2.4 **Warranty/Maintenance Plan (\_\_\_\_\_\_ points available)**

### Describe your current \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ affiliations and certifications. Include a description of your program of preventive maintenance and regular replacement of worn and/or malfunctioning ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ equipment. Describe whether maintenance services are located in-house or subcontracted.

## 4.3 Operations (XX points)

### 4.4.1 Current method of recording, checking and reporting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### 4.4.2 Your firm's Internal audit system for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### 4.4.3 Accounting and inventory control forms used. Provide an example copy of each and explain in detail for each, how they are used.

## 4.4 Innovations, Additional Items/Services or Programs (XX points)

Describe in detail any innovations and concepts other than those previously presented. Any ideas that might be feasible for the University will be given consideration and should be presented in your written plan. Implementation of these plans will be negotiated and coordinated with the Contract Administrator and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4.5 Commission Compensation  (XX points)**

### Plan Submitters must submit their financial offers using the form provided in Attachment C.

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# SECTION 5: EVALUATION AND AWARD OF CONTRACT(S)

## 5.1 Plan Scoring:

Plans meeting mandatory requirements will be reviewed by an evaluation committee and scored against the stated criteria. The committee may, at its sole discretion, review references, request oral presentations, and conduct an on-site visit and use the results in scoring the plans. The evaluation committee's scoring will be tabulated and plans ranked based on the numerical scores calculated.

If no plan is able to comply with a given specification or mandatory requirement, Purchasing reserves the right to delete that specification or mandatory requirement. In the event that all plans do not meet one or more of the mandatory requirements, Purchasing reserves the right to continue the evaluation of the plans and to select the plan which most closely meets the requirements specified in this ISP.

The University reserves the right to accept or reject any part of any plan, or to request modification or clarification of any part of a plan, and to accept or reject any or all plans without penalty.

## 5.2 Scoring Criteria and Method

Plans meeting the mandatory requirements will be reviewed by an Evaluation Committee and scored against the following POINTS MATRIX. The Plan Submitter’s response to each of the categories will be evaluated separately, and assigned a point value. The Evaluation Committee’s scoring will be tabulated and plans ranked based on the numerical scores calculated. Oral presentations may be required after the written plans are received. Failure to agree to make an oral presentation may result in rejection of the Submitter’s plan.

**AGENT NOTE: *add or*** ***delete evaluation categories as needed*.**

**POINTS MATRIX MAXIMUM POINTS AVAILABLE**

4.1 Plan Submitter Qualifications XX points

4.2 Desired and Value Added XX points

4.3 Operations XX points

4.4 Innovations, Additional Items/Services or Programs XX points

**TOTAL TECHNICAL POINTS XX POINTS**

4.5 Commission Compensation XX points\*

**TOTAL POINTS XXX Points**

Only plans that have received XXX points or greater on Sections 4.X through 4.X, will have the Price Schedule scored.  A plan that receives less than XXX points on Sections 4.X through 4.X will be ineligible for further consideration.

\*The \_\_\_\_\_ points assignable for total annual commission/compensation shall be tabulated as follows:

The plan offering the highest total annual commission/compensation to the University will be awarded the full \_\_\_\_\_ points. All other commission/compensation figures will be awarded points according to the following formula:

**Submitter’s Annual Commission/Compensation Total**

**------------------------------------------------------------------------------- X** \_\_\_\_\_ **points**

**Highest Total Annual Commission/Compensation Submitted**

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## 5.3 Best and Final Offers:

At the sole discretion of the UW Madison, the highest scoring Plan Submitter or Plan Submitters may be requested to submit best and final offers. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. There is no obligation on the part of the University to request best and final offers.

## 5.4 Contract Award:

The contract will be awarded to the highest scoring Plan Submitter, providing contract negotiations are successful**. Please be aware contracts with private, profit-making organizations with a value of more than $500,000 require formal approval by the Board of Regents prior to execution. Therefore, the intent to award is conditional upon the Board of Regents approval. [AGENT: CHOOSE]**

## 5.5 Notification of Award:

All Plan Submitters who respond to this ISP will be notified in writing of the University's award of contract(s) as a result of this ISP. After notification by Purchasing of the notice of award, file copies of plans will be available for public inspection upon request and per State of Wisconsin Open Records Statute. Plan Submitters requesting to review submitted ISP’s must schedule document inspection with the Contract Administrator.

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**ATTACHMENT A - VENDOR INFORMATION FORM**

**VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR ISP RESPONSE.**

1. **Company and Contact Information**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Company Website** |  |

**Contact for questions regarding this ISP**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Contract Renewals / Problems / Cancellation**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Sales Representative**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Ordering / Expediting**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Returns**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Invoice Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

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**VENDOR INFORMATION FORM CONT.**

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC),  Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites:

<https://wisdp.wi.gov/Home.aspx>  or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

\_\_\_\_ Minority (MBE) \_\_\_\_ Work Center (WC) \_\_\_\_Disabled Veteran-Owned Business (DVB)

\_\_\_\_ Woman Owned Business Enterprise (WBE) \_\_\_ Not applicable

(If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: [www.sba.gov/](http://www.sba.gov/)). (**Check √ all that apply**.)

\_\_\_\_\_\_\_\_\_\_\_\_ LARGE BUSINESS (LG)

\_\_\_\_\_\_\_\_\_\_\_\_ SMALL BUSINESS (SB)

\_\_\_\_\_\_\_\_\_\_\_\_ VETERAN OWNED SMALL BUSINESS (VOSB)

\_\_\_\_\_\_\_\_\_\_\_\_ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

\_\_\_\_\_\_\_\_\_\_\_\_ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)

\_\_\_\_\_\_\_\_\_\_\_\_ SMALL DISADVANTAGED BUSINESS (SDB)

\_\_\_\_\_\_\_\_\_\_\_\_ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE:** **Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. “Substantially equal” means when bids are tied or ISP scores are equal. Indicate whether the material covered in your ISP were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

\_\_\_\_\_\_\_\_\_\_\_\_ YES \_\_\_\_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_\_\_\_ UNKNOWN

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University’s preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK© (or similar), Vermiculite or mix starch and Styrofoampeanutsunder any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

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# ATTACHMENT B - BUSINESS REFERENCE FORM

Plan Submitter:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Plan Submitter must provide a minimum of four (4) business references.

Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: # ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: # ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**References will be contacted to confirm the Plan Submitter's abilities and qualifications as stated in the Plan Submitter's Response. References from the Procuring Department shall not be accepted for references. The Department may deem the Plan Submitter's Response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.**

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# ATTACHMENT C - Commission / Compensation

**(XX points)**

Programs, assurances, and or guarantees that will demonstrate commitment to maintaining current and dynamic equipment and music selection.