

UNIVERSITY OF ARKANSAS

INVITATION FOR BID

SUBMIT BID TO: Purchasing Department
26 Corporate Hill Dr
Little Rock, AR 72205-4538
(501)570-8000; Fax (501)565-3081

BU: CJI Bid Number: 20-001
Buyer: L'Yana Batts
Bid Opening Date: 1-30-2020 Time: 2:00 pm
Bid Description: Course Delivery

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO. HOWEVER, VENDORS NOT RESPONDING AND/OR SUBMITTING A "NO BID" RESPONSE TO THREE CONSECUTIVE BID INVITATIONS FOR THE REQUESTED COMMODITY MAY BE REMOVED FROM CJI'S BIDDERS LIST.

Please Print or Type

Company Name: _____ **Phone:** _____
Address: _____ **Fax:** _____

City: _____ **Email:** _____
State: _____ **Web Site:** _____
Zip Code: _____ **Tax ID or SSN:** _____

BIDS MAY BE FAXED DIRECTLY TO THE CRIMINAL JUSTICE INSTITUTE (501)565-3081 IN RESPONSE TO THIS INVITATION FOR BID.

Name (Type or Print): _____ Title: _____
Signature: _____ Date: _____

STANDARD TERMS AND CONDITIONS

- 1. **PREPARATION OF BIDS**
 - 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
 - 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
 - 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
 - 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
 - 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.
- 2. **SUBMISSION OF BIDS**
 - 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered.
- 3. **ACCEPTANCE OF BIDS**
 - 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
 - 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.
- 4. **ERROR IN BID**
 - 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5. **AWARD**
 - 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
 - 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid.
 - 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
6. **DELIVERY**
 - 6.1 The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
 - 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
 - 6.3 Packing memoranda shall be enclosed with each shipment.
7. **ACCEPTANCE AND REJECTION**
 - 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
8. **TAXES AND TRADE DISCOUNTS**
 - 8.1 Do not include state or local sales taxes in bid price.
 - 8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.
9. **DEFAULT**
 - 9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
 - 9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
10. **WAIVER**
 - 10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.
11. **CANCELLATION**
 - 11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.
12. **ADDENDA**
 - 12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
 - 12.2 Only written addenda is part of the bid packet and should be considered.
13. **ALTERNATE BIDS**
 - 13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.
14. **BID OPENINGS**
 - 14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.
15. **DEBRIS REMOVAL**
 - 15.1 All debris must be removed from the University after installation of said equipment.

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

UNIVERSITY OF ARKANSAS**INVITATION FOR BID**

SUBMIT BID TO: Purchasing Department
 26 Corporate Hill Dr
 Little Rock, AR 72205-4538
 (501)570-8000; Fax (501)565-3081

BU: CJI Bid Number: 20-001
 Buyer: L'Yana Batts
 Bid Opening Date: 1-30-2020 Time: 2:00 pm
 Bid Description: Course Delivery

Bid the following according to minimum specifications or functional equivalent:

Item	Description	Qty	Unit Price	Total Price
1	Internal Affairs Investigations Done the Right Way (16 Hours) 2/19-20/2020 at the Criminal Justice Institute	1		
2	Conducting Effective Background Investigations (16 Hours) 4/22-23/2020 at the White County SO	1		
3	Communications Skills for Field Interviews and Officer Safety (8 Hours) 5/28/2020at the Saline County Sheriff's Office	1		
			Total	

**Dates and locations of instruction may change

FOB: University of Arkansas
 Criminal Justice Institute
 26 Corporate Hill Drive
 Little Rock, AR 72205-4538

NOTE: As per specifications, unit price **MUST** include all costs of course materials, all travel, lodging and airfare expenses incurred by the instructor or instructor(s). If, under special circumstances, lodging and airfare will be direct billed, do not include in reimbursable expenses. Original receipts must be provided for all reimbursable expenses, excluding daily per diem for meals and mileage. Per diem will be limited to the maximum daily allowance as determined by the Federal Per Diem rate. Please bid accordingly.

Bids must be submitted on this form to be considered.

IF FURTHER INFORMATION IS NEEDED, CONTACT: **L'Yana Batts at 800-635-6310. ext 8023**

Bid Specifications for

Experience Requirements:

Bid requirements:

- Bidders must include in unit price all costs associated with (insert information here).
- Bidders must include all travel, lodging and airfare expenses incurred by the contractor. If, under special circumstances, lodging and airfare will be direct billed, do not include in reimbursable expenses. Original receipts must be provided for all reimbursable expenses, excluding daily per diem for meals and mileage. Per diem will be limited to the maximum daily allowance as determined by the Federal Per Diem rate.

Supplemental Bid Information:

- Instructor(s) with prior CJI instructional experience will be given preference.

Instructors who bid the **Internal Affairs Investigations Done the Right Way** class should be able to ensure participants will be able to achieve the following objectives at the conclusion of class:

- Define what ethics is, what values are, and how both impacts the behavior of law enforcement employees.
- Describe and discuss the types of law enforcement misconduct that can occur in law enforcement agencies.
- Identify the steps involved in receiving complaints on law enforcement employees.
- List and review the due process rights of the law enforcement employee.
- Review constitutional and administrative laws related to the Internal Affairs (I.A.) process.
- Describe and discuss the process concerning planning, preparing for, and conducting the Internal Affairs interview.
- Apply all information learned in the I.A. towards completing the investigative report.
- Differentiate between administrative investigation and the criminal investigation as it relates to the I.A. process.
- Develop and maintain an effective early warning system.

Instructors who bid the **Conducting Effective Background Investigations** class should be able to ensure participants will be able to achieve the following objectives at the conclusion of class:

- State the reasons for conducting a pre-employment background investigation on law enforcement applicants.
- Review the pre-employment standards for employment of the law enforcement applicant.
- Identify the types of background checks that should be completed on the law enforcement applicants.
- Explain and discuss the importance of the Pre-hire Interview.
- Understand the Americans with Disabilities Act in relation to pre-employment applicants.
- Review Brady v. Maryland in relation to hiring pre-employment applicants.
- Complete the Pre-employment Background Investigation Report for submission to the Law Enforcement Agency CEO (utilizing the agency's report template).

Instructors who bid the **Communications Skills for Field Interviews and Officer Safety** class should be able to ensure participants will be able to achieve the following objectives at the conclusion of class:

- Understand communication styles and what influences each
- Understand cognitive processing and speech patterns
- Understand body language and tonality when asking questions during field interviews
- Gain useful de-escalation techniques and officer safety
- Conduct field interviews utilizing above subject matters

Contract and Grant Disclosure and Certification Form

F-1

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID#:	OR	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/> Both?
YOUR LAST NAME:	FIRST NAME:	MI:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark(4)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(I.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark(4)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(I.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

*Note: Please list additional disclosures on separate sheet of paper if more space is needed.

Failure to make any disclosure required by University of Arkansas Board of Trustees Policy 330.1, or policy adopted pursuant to that policy, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Criminal Justice Institute.

As an additional condition of obtaining, extending, amending, or renewing a contract with the Criminal Justice Institute I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the Criminal Justice Institute.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by University of Arkansas Board of Trustees Policy 330.1, or any violation of any rule or regulation adopted pursuant to that Policy, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the Criminal Justice Institute.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Criminal Justice Institute USE ONLY

Reviewed by: _____ **Date:** _____

Director's approval: _____ **Date:** _____