

City of Fayetteville Item Review Form

2013-0198

Legistar File Number

12/17/13

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

Submitted By

Police

Department

Action Required:

It is recommended the City Council adopt a resolution authorizing Cruse Uniform and Equipment to serve as quartermaster for police officer uniform and equipment needs.

Does this item have a cost?  Yes

\$45,000.00

Cost of this request

1010-2940-5302.00

Account Number

Project Number

Category or Project Budget

\$0.00

Funds Used to Date

-\$45,000.00

Remaining Balance

Patrol

Program or Project Name

Services and Charges

Program or Project Category

General

Fund Name

Budgeted Item?  Yes

Budget Adjustment Attached?

V20130812

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

11-25-13 P04:24 RCVD

*dmw*

Comments:

This request is for 2014 budget, which has not been approved.

*Paul a. Buhn* 11-27-13

*Paul a. Buhn* 11-27-2013

*Am. Man* 11-22-13


*Terrell Jordan* 12/2/13



## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Lioneld Jordan and Members of the City Council

**From:** Greg Tabor, Chief of Police 

**Date:** November 26, 2013

**Subject:** RFP 13-17, Police Uniforms, Equipment, & Quartermaster Services

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### PROPOSAL:

In 2001 all sworn personnel received a uniform allowance check in the amount of \$500.00. In 2002 the police department started an in-house quartermaster system. This system was created to eliminate extensive record keeping as required by the Internal Revenue Service tax code. The quartermaster system was proven to be more cost effective in the replacement and assignment of uniforms and equipment. With insufficient storage space to maintain uniforms and equipment items, an RFP to select a company to serve as the department's quartermaster was completed at the end of 2008. Cruse Uniforms and Equipment Inc. was selected to serve as quartermaster for five (5) years. RFP 13-17 will establish the Fayetteville Police Department's quartermaster for the next five (5) years.

### RECOMMENDATION:

By authorizing Cruse Uniforms and Equipment Inc. to serve as the police department's quartermaster, it will be their responsibility to stock inventory to meet the department's needs. Cruse Uniforms and Equipment Inc. will also monitor individual officer accounts and provide monthly statements to ensure compliance with budgeted funds. In 2014 each officer will be allowed to spend up to \$500.00 with written approval from supervisors for items on the department's authorized uniform and equipment list.

It is recommended the City Council approve a contract authorizing Cruse Uniforms and Equipment Inc., to serve as quartermaster for police officers' uniform and equipment needs.

### BUDGET IMPACT:

This expense of \$45,000.00 is included in the proposed 2014 budget.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING RFP #13-17 AND APPROVING A CONTRACT WITH CRUSE UNIFORM AND EQUIPMENT, INC. TO SERVE AS QUARTERMASTER FOR THE POLICE DEPARTMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #13-17 and approves a contract with Cruse Uniform and Equipment, Inc. to serve as quartermaster for the Police Department.

**PASSED and APPROVED** this 17<sup>th</sup> day of December, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

## CONTRACT

Reference: RFP 13-17, Police Uniforms, Equipment, & Quartermaster Services

Contractor: Cruse Uniforms & Equipment, Inc.

Term: 1 year with 4 automatic renewal options

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Fayetteville, Arkansas, and Cruse Uniforms and Equipment, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Cruse Uniforms and Equipment, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per RFP 13-17 as stated in Cruse Uniforms and Equipment, Inc. proposal response, and in accordance with specifications attached hereto and made a part hereof under RFP 13-17, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Cruse Uniforms and Equipment, Inc. based on their bid proposal in an amount not to exceed itemized pricing presented in RFP 13-17. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Cruse Uniforms and Equipment, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Proposal identified as RFP 13-17 with the specifications and conditions typed thereon.
  - B. Cruse Uniforms and Equipment, Inc. submitted proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation, if applicable.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Cruse Uniforms and Equipment, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Cruse Uniforms and Equipment, Inc.
5. Cruse Uniforms and Equipment, Inc. shall not assign its duties under the terms of this agreement.
6. Cruse Uniforms and Equipment, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Cruse Uniforms and Equipment, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Cruse Uniforms and Equipment, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Cruse Uniforms and Equipment, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for

all insurance and bond required herein shall be paid by **Cruse Uniforms and Equipment, Inc.**

**Workmen's Compensation**

Statutory Amount

**Comprehensive General & Automobile Insurance**

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

- 8. **Cruse Uniforms and Equipment, Inc.** to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or **Cruse Uniforms and Equipment, Inc.** with 30 days written notice.
- 12. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 13. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

**CRUSE UNIFORMS AND EQUIPMENT, INC.**

**CITY OF FAYETTEVILLE, ARKANSAS**

By:   
Signature

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

  
Printed Contractor Name & Title

\_\_\_\_\_  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

\_\_\_\_\_  
Company Secretary (Printed Name)

\_\_\_\_\_  
**Sondra Smith, City Clerk**

Business Address

\_\_\_\_\_  
City, State & Zip Code

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

CRUSE UNIFORMS AND EQUIPMENT, INC.

# 13-17 Fayetteville Police Uniforms, Equipment, and Quartermaster System

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Bid Proposal

Stephanie Dotts

11/6/2013

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Cruse Uniforms and Equipment, Inc.  
5320 West Sunset Ste.184  
Springdale, AR 72762

Phone 479-756-8182  
Fax 479-756-1225

Monday thru Friday  
8:30 to 4:30 p.m.

## Executive Summary RFP 13-17 Police Uniforms, Equipment, and Quartermaster System

Cruse Uniforms and Equipment established April 1, 2000, employs 23 people, several of which have over 18 years of experience in the Public Safety Retail market. We provide Public Safety Uniforms statewide, with two locations, one located in Springdale Arkansas and one located in Little Rock Arkansas. We currently supply and service over 700 Public Safety Agencies in the State with their Police, Sheriff, Fire, EMS, and EMT, uniforms and Equipment.

1: Cruse Uniforms and Equipment is the Only Authorized Distributer for Blauer uniforms in the state of Arkansas.

2: Cruse Uniforms and Equipment located in Springdale Arkansas offers convenient on site measuring and fitting for uniforms.

3: Cruse Uniforms and Equipment has two experienced on site seamstresses to hem pants, attach emblems, and alter uniforms.

4: Cruse Uniforms and Equipment has provided Fayetteville Police with uniforms and equipment since 2008. We held the last contract for 5 years.

5: Stephanie Dotts, Store Manager of the Springdale Location has over 12 years of experience in the Public Safety Industry and would be directly responsible for servicing your needs.

6: Cruse Uniforms and Equipment in Springdale Arkansas currently has in place contracts for uniforms with the Springdale Police department, Bentonville Police Department, and the Washington County Sheriff Office.

7: Cruse Uniforms and Equipment has a computer system that can track and maintain order status, and keep a history on file for Officers shirt and pant sizes, for future reference.

8: Cruse Uniforms and Equipment in Springdale Arkansas maintains a large inventory in stock for the items requested on this RFP.



Cruse Uniforms and Equipment, Inc.  
5320 West Sunset  
Suite 184  
Springdale, AR 72762

# Technical Bid Proposal for RFP 13-17 Police Uniforms, Equipment, and Quartermaster System

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Cruse Uniforms and Equipment established April 1, 2000, employs 23 people, several of which have over 18 years of experience in the Public Safety Retail market. We provide Public Safety Uniforms statewide, with two locations, one located in Springdale Arkansas and one located in Little Rock Arkansas. We currently supply uniforms and support services to over 700 Public Safety Agencies in the State.

1. Cruse Uniforms and Equipment is the authorized distributor in Arkansas for Blauer, Safariland, Propper, Bianchi, Damascus, Weinbrenner, Danner, Streamlight, Saunders, and Blackinton listed on attachment A. This allows us to maintain volume pricing discounts with the listed manufacturers, which in turn keeps costs down to our customers. To be cost effective we have on site seamstresses who hem, attach patches, and do alterations. All items bid are below retail, see attachment A.
2. Cruse Uniforms and Equipment has a store located in Springdale Arkansas. This location would be directly responsible for servicing the contract. Having the store located in Springdale Arkansas would provide you with a convenient location to measure your personnel for uniforms.

Cruse Uniforms and Equipment, Inc.  
5320 West Sunset  
Suite 184  
Springdale, AR 72762

If you have newly hired Officer they can be sent over to our location, sized, and leave the store with any in stock items not requiring customization. Our store in Springdale maintains 3800 square feet of building space, allowing us ample room to maintain inventory. Our Little Rock location has over 15,000 square feet of space to maintain additional inventory. The two stores work together to provide exceptional service to our customers.

3. Stephanie Dotts, Store Manager has over 12 years of experience and would be directly responsible for your account. She would assign two full-time and one part time employee to manage your account. Stephanie has worked all aspects of the job. She has a good reputation with the surrounding cities for offering friendly and courteous service.
4. We currently have in place a custom software system that allows us to maintain and track a customer's allowance and is designed to track dollars spent, limit items to those the officer is authorized to purchase, and detail your purchase history. A usage report can be generated upon request. We require a valid ID for all new and existing members of the Police Department be presented before any purchase from their allowance account is allowed. An invoice is generated at time of delivery and a receipt is given to the employee to take to the quartermaster as proof of delivery, a statement of your account is generated monthly showing all invoices charged to your account.

- Below are three accounts currently using our allowance system:

North Little Rock Police Department  
Chief Mike Davis  
200 W. Pershing Blvd.  
N.Little Rock, AR 72114  
501-758-1234

Cruse Uniforms and Equipment, Inc.  
5320 West Sunset  
Suite 184  
Springdale, AR 72762

Pulaski County Sheriff Office  
Chief Mike Lowery  
2900 S. Woodrow  
Little Rock, AR 72002  
501-340-7000

Springdale Police Department  
Chief Kathy O'Kelly  
North Spring Street  
Springdale, AR 72764  
479-750-8575

5. Cruse Uniforms and Equipment has two experienced on site seamstresses. Brenda Lafossee has 8 years sewing experience with us and Jennifer Robbins has 3 years sewing experience with our company. Having on site seamstresses allows us to hem pants, attach emblems and alter uniforms.
6. Cruse Uniforms and Equipment in Springdale has been providing Fayetteville Police Department with their uniforms and equipment needs for over 5 years. We were awarded the contract in 2008 and held it for 5 years.
7. Cruse Uniforms and Equipment has numerous contracts in place for uniforms in the state of Arkansas. The Springdale location has contracts currently with the Springdale Police and the Washington County Sheriff Office for their uniforms and equipment. We also provide several of the surrounding agencies with their uniforms and equipment needs.
8. Cruse Uniforms and Equipment has a custom computer system that is designed for the public safety uniform industry. This system will maintain specifications for what uniforms an agency

Cruse Uniforms and Equipment, Inc.  
5320 West Sunset  
Suite 184  
Springdale, AR 72762

wears along with specifications for applying the appropriate patches on those uniforms, this system will track sales, and keep on file an Officers past uniform sizes, which could eliminate the need for resizing when or if a re-order is placed.

9. Cruse Uniforms and Equipment in Little Rock has five additional seamstresses to assist Springdale with their sewing needs.
10. Cruse Uniforms and Equipment has convenient hours of operation but we also have a full time outside sales person, Paul Viner, who could come to the Fayetteville Police Department to measure/fit the Officers for uniforms. Arrangements can be made to schedule the fitting around their schedule. We understand it could take multiple fittings to accommodate your staff.
11. Cruse Uniforms and Equipment located in Springdale has a full time staff to meet your needs. Additional support is available from our Little Rock location if needed.
12. Cruse Uniforms and Equipment located in Little Rock has contracts in place with the Arkansas State Police, Little Rock Police, Pulaski County Sheriff Office, North Little Rock Police, Arkansas Department of Corrections, just to name a few. Additional references can be supplied if requested.
13. Attached are three agency letters of recommendation from:
  1. Washington County Sheriff Office
  2. Pulaski County Sheriff Department
  3. Springdale Police Department

TIM HELDER  
SHERIFF



# Washington County Sheriff's Office

November 6, 2013

To Whom It May Concern:

I am pleased to write a letter of recommendation for Cruse Uniform and Equipment. The Washington County Sheriff's Office transitioned to new uniforms this year, which was no easy task. The staff with Cruse Uniform worked diligently to help us through the process and I'm confident without their help and expertise the transition to new uniforms would have been a much more challenging undertaking.

On a personal note, Steve and Cindy Cruse run a friendly and professional business. They recognized our needs in northwest Arkansas and invested in opening a new store in Springdale. They do a great job meeting dead lines even better in the area of customer relations.

If you should have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Helder".

Tim Helder  
Washington County Sheriff



# Pulaski County

Office of the Sheriff

**Doc Holladay, Sheriff**

2900 South Woodrow Little Rock, AR 72204  
Tel. 501-340-6600

November 7, 2013

To Whom It May Concern:

I take great pleasure in recommending Cruse Uniform and Equipment. I have enjoyed a long relationship with Cruse Uniform while I was employed at the Little Rock Police Department and now with the Pulaski County Sheriff's Office.

Cruse Uniform and Equipment furnishes our uniforms, glock 40. Calibers, AR-15's, and equips our patrol and detention vehicles. Cruse Uniform is a one-stop shop for police equipment. Steve and Cindy Cruse are very honest and dependable people who will go the extra mile to make sure their customers are happy and satisfied.

If I can be of further assistance, feel free to contact me at 501-340-6902.

Sincerely,

A handwritten signature in black ink that reads 'Mike Lowery'.

Mike Lowery  
Chief Deputy

ML/dja

6 November 2013

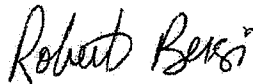
To Whom It May Concern:

Cruse Uniforms has been a valuable asset to the Springdale Police Department in our efforts to procure law enforcement uniforms and related equipment. The staff at Cruse Uniform has gladly researched any request for new equipment and has been very successful at locating said equipment.

Cruse Uniforms stands behind the products they sell and are quick to assist in the replacement or repair of damaged products. It is comforting to have a relationship with a local business that provides quality products at reasonable prices to keep our personnel presenting a professional image and having the equipment to stay safe in their endeavors.

I highly recommend Cruse Uniforms to any law enforcement agency.

Respectfully,



Captain Robert Bersi  
Service Division Commander  
Springdale Police Department

| <b>Fayetteville Police Department</b>                                    |                                     |              |
|--|-------------------------------------|--------------|
| <b>RFP 13-17, POLICE UNIFORMS, EQUIPMENT, AND QUARTERMASTER SERVICES</b> |                                     |              |
| <b>ATTACHMENT A: AUTHORIZED UNIFORMS AND EQUIPMENT</b>                   |                                     |              |
| <b>AMMO MAGAZINE POUCHES</b>   |                                     | <b>PRICE</b> |
| Safariland leather basketweave Magazine Pouch                            | Model #77-83-4HS                    | \$29.95      |
| Safariland Web Gear Magazine pouch                                       | Model # 77-83-13PBL                 | \$29.95      |
| Safariland Double Magazine Pouch   | Model #079-83-8                     | \$25.00      |
| Detective Kydex Double Mag Case "Uncle Mike's"                           | 5136-2                              | \$21.00      |
| <b>BADGES</b>  |                                     |              |
| Duty hat badge "OFFICER"   | B568CO                              | \$39.00      |
| <b>BATON &amp; BATON HOLDERS</b>   |                                     |              |
| ASP 21" black baton w/foam grip  | 52410                               | \$85.00      |
| Safariland basketweave Duty Expandable Baton Holder                      | Model #35-F21-4                     | \$23.00      |
| Bianchi Web Gear Expandable Baton Case                                   | Model 24016                         | \$14.95      |
| <b>BELTS</b>   |                                     |              |
| Safariland basketweave leather duty belt                                 | Model #94-XX-4                      | \$65.00      |
| Bianchi Web Gear Equipment belt  | Model #17380 thru 17383 sizes SM-XL | \$40.00      |
| Safariland basketweave duty underbelt                                    | Model #99-X-4                       | \$32.00      |
| Bianchi Web Gear Underbelt   | Model #17706 thru 17709 sizes SM-XL | \$22.00      |
| <b>BIKE UNIFORMS</b>   |                                     |              |
| Blauer Streetgear Short Sleeve Dark Navy Knit Shirt                      | Model #8130                         | \$54.50      |
| Blauer Streetgear Long Sleeve Dark Navy Knit Shirt                       | Model #8140                         | \$64.00      |
| Blauer Dark Navy Stretch Trousers  | Model #8822                         | \$76.00      |
| Blauer Bamboo Dark Navy Shorts   | Model #8842                         | \$64.00      |



| <b>COATS &amp; SWEATERS</b>                                     |                 |          |
|---|-----------------|----------|
| Blauer dark navy blue winter jacket with gold "P" buttons       | Model #6110     | \$125.00 |
| Detective Wind Breaker Jacket                                   | Dutyman         | \$68.00  |
| Blauer Police V-Neck Fleece Lined Sweater                       | 225-ND          | \$94.50  |
| Blauer Bike Jacket  | Model #4660-NV  | \$119.00 |
| 5.11 Sabre Jacket Plain Clothes                                 | Model 2.0       | \$194.00 |
| <b>COLLAR &amp; POCKET BRASS</b>                                |                 |          |
| F.P.D. Collar Brass 1/2" gold lettering w/periods               | A7325           | \$11.95  |
| FTO Pocket Brass - Premier brand or equal style & design        | Model #P2435    | \$7.50   |
| ERT Pocket Brass - Blackinton brand or equal style & design     | A10315          | \$10.25  |
| K-9 Pocket Brass - Blackinton brand or equal style & design     | A7418           | \$10.25  |
| PFC Collar Brass - Premier brand or equal style & design        | Model #P600     | \$5.75   |
| CPL Collar Brass - Premier brand or equal style & design        | Model #P614     | \$5.75   |
| SGT Collar Brass - Premier brand or equal style & design        | Model #P602     | \$5.75   |
| LT Collar Brass - Blackinton brand or equal style & design      | Model #P900     | \$5.75   |
| Captain Collar Brass - Blackinton brand or equal style & design | Model #J63      | \$5.95   |
| Deputy Chief Collar Brass - Blackinton brand or equal style     | Model #4486G    | \$5.50   |
| Chief Collar Brass - Blackinton brand or equal style & design   | Model #J104     | \$19.50  |
| <b>EYE PROTECTION</b>   |                 |          |
| Edge Eyewear Safety Glasses (3 pr lens)                         |                 | \$14.95  |
| <b>FLASHLIGHTS &amp; FLASHLIGHT HOLDERS</b>                     |                 |          |
| Mag-Lite rechargeable flashlight                                | Model #RX3019   | \$89.25  |
| Streamlight Stinger DS LED Flashlight                           | Model #75810    | \$91.00  |
| Streamlight Stinger DS LED basketweave holder                   | Model 22097     | \$13.99  |
| Streamlight Stinger DS LED Nylon Holder                         | Model 22838     | \$11.75  |
| Bianchi Web Gear Mag-Lite Ring                                  | Model #23497    | \$9.95   |
| Safariland basketweave leather flashlight ring                  | Model #730-4    | \$11.75  |
| Safariland basketweave Duty Stinger flashlight Holder           | Model #306-1-48 | \$21.78  |
| Bianchi Web Gear Stinger Flashlight case                        | Model #19657    | \$20.27  |
| <b>FOOTWEAR</b>   |                 |          |

|   |                         |          |
|---|-------------------------|----------|
| Danner boots black                                      | Model #42985            | \$187.00 |
| Danner Boots Black (\$67.00 additional cost to officer) | Model #ACAIDA 21210     | \$257.00 |
| Blauer Clash 6" Boot                                    | FW016WP                 | \$108.00 |
| Blauer Clash 8" Boot                                    | FW028WP                 | \$131.00 |
| Danner ERT boots OD green                               | Model #26010            | \$163.00 |
| Shoes, Weinbrenner black                                | Model #8346027          | \$96.00  |
| Magnum Stealth Force side zip waterproof men's boot     | Model #5870             | \$128.00 |
| Magnum Stealth Force side zip waterproof women's boot   | Model #5114             | \$128.00 |
| Pro Feet Sock (3 pkgs per year)                         | Model #204/3 black      | \$8.95   |
| Under Armour Bike Shoe                                  | Model #1201539-007      | \$70.00  |
| <b>GLOVES</b>   |                         |          |
| Hatch Gloves  | Resistor #RFK300        | \$30.00  |
| Hatch Dura Thin motor gloves - W/O Kevlar Lining        | SG20P                   | \$21.84  |
| Hatch Winter Patrol Glove                               | WPG100                  | \$31.60  |
| ERT Gloves - Operators Black Tactical                   | SOG-600                 | \$53.84  |
| Hatch short finger glove                                | PC290                   | \$14.04  |
| Hatch Long Finger Bike Gloves                           | SGK100                  | \$32.37  |
| <b>HANDCUFF CASES</b>                                   |                         |          |
| Safariland basketweave leather cuff case                | Model #90-4HS           | \$26.51  |
| Bianchi Web Gear Cuff case (Hinged Cuffs)               | Model #23013 size 2     | \$17.80  |
| Bianchi Web Gear Cuff case (Chained Cuffs)              | Item #18190 Model #7300 | \$17.80  |
| Detective Kydex Molded Cuff Case "Uncle Mike's"         | 5125-2                  | \$18.71  |
| <b>HANDCUFFS</b>  |                         |          |
| Handcuffs - Smith & Wesson or Peerless                  | 350103                  | \$26.50  |
| Handcuffs-Peerless                                      | 4610                    | \$26.00  |
| <b>HEADWEAR</b>   |                         |          |
| Ball Cap W/Patch  | PRO1250A                | \$9.95   |
| Bayly Inc. 8 point duty hat w/gold band & buttons       | L3                      | \$55.00  |
| Hat Rain Cover  | P9000                   | \$3.25   |
| Blauer Navy Blue Stocking Cap                           | 160NV                   | \$19.00  |
| Protech Riot Helmet                                     | 906                     | \$159.00 |

| <b>HOLSTERS</b>  |                             |          |
|--|-----------------------------|----------|
| Safariland leather basketweave duty holster (right hand)     | Model #6280-68321-81        | \$94.00  |
| Safariland leather basketweave duty holster (left hand)      | Model #6280-68321-82        | \$94.00  |
| Safariland Web Gear Holster (right hand)                     | Model #6280-68321-131       | \$94.00  |
| Safariland Web Gear Holster (left hand)                      | Model #6280-68321-132       | \$94.00  |
| Safariland Kydex Det. Holster (right hand)                   | Model #6378-283-411         | \$42.95  |
| Safariland Kydex Det. Holster (left hand)                    | Model #6378-283-412         | \$42.95  |
| Blackhawk Serpa Off-Duty Holster                             | 410500BK-R & 410500BK-L     | \$45.00  |
| <b>KEEPERS</b>   |                             |          |
| Safariland basketweave hidden snap leather keepers           | Model #62-4HS               | \$23.00  |
| Bianchi Web Gear Keepers (4)                                 | Model #15635                | \$10.95  |
| <b>NAMEPLATES</b>  |                             |          |
| Name Plates 3/8" by 2.25" first initial & last name          | black block style lettering | \$13.99  |
| <b>PEPPER SPRAY HOLDERS</b>                                  |                             |          |
| Safariland basketweave Duty pepper spray holder              | Model #38-4-4HS             | \$22.72  |
| Bianchi Web Gear Pepper Spray case                           | Model #18205                | \$16.28  |
| <b>RAINGEAR</b>  |                             |          |
| Blauer Rain Gear jacket                                      | Model #9691                 | \$265.00 |
| Blauer Rain Gear pants                                       | Model #9134                 | \$132.00 |
| Blauer Rain Gear long coat                                   | Model # 9690                | \$284.00 |
| Blauer Motor Rain Jacket-Hi-Vis Yellow                       | 26950                       | \$149.00 |
| Blauer Motor Rain Pant-Hi-Vis Yellow W/Stirrups & Suspenders | 134-1                       | \$69.00  |
| <b>SHIRTS</b>  |                             |          |
| Blauer Long sleeve shirt dark navy                           | Model #8450                 | \$75.00  |
| Blauer Short sleeve shirt dark navy                          | Model #8460                 | \$68.65  |
| Blauer Long Sleeve Super Shirt                               | Model # 8436-Navy           | \$78.00  |
| Blauer Short Sleeve Super Shirt                              | Model #8446-Navy            | \$69.00  |
| Under Armor Cold Gear Tactical Shirt ( 2 per year)           | 1244394                     | \$41.90  |
| Under Armor Warm Gear Tactical Shirt ( 2 per year)           | 1216007                     | \$19.95  |
| BDU gray short sleeve T-shirt 90/10 blend                    | 29M                         | \$14.95  |
| BDU gray long sleeve T-shirt 90/10 blend                     | 29LS                        | \$14.95  |

|  |                 |                |
|--|-----------------|----------------|
| ERT Olive Drab Short Sleeve Shirt            |                 |                |
| ERT Olive Drab Long Sleeve Shirt             | F541738330      | \$65.62        |
| Blauer Mock Neck Shirt (3 per year)          | 8110X black     | \$25.00        |
| Blauer Crew Neck Shirt (3 per year)          | 8120X black     | \$15.95        |
| <b>TIE</b>                                   |                 |                |
| Blauer dark navy blue Necktie                |                 | \$4.95         |
| <b>TROUSERS / BDU PANTS</b>                  |                 |                |
| Blauer uniform trousers - 4 pocket dark navy | Model #8560     | \$68.74        |
| Blauer uniform trousers - 6 pocket dark navy | Model #8565     | \$78.00        |
| Men's Propper LAPD lightweight tactical pant | F525250450      | \$34.95        |
| Women Propper LAPD lightweight tactical pant | F524950450      | \$34.95        |
| ERT Olive Drab Pant TAC U                    | F521238330      | \$37.90        |
| Blauer Long Under Wear (3 per year)          | 8005-BK         | \$20.00        |
| <b>WHISTLE &amp; CHAIN</b>                   |                 |                |
| Whistle - gold                               | P4916           | \$2.95         |
| Whistle Chain - gold                         | P4910           | \$4.50         |
| Whistle Holder - gold                        | P4900           | \$2.95         |
| <b>MISCELLANEOUS ITEMS</b>                   |                 |                |
| <b>Shoulder Harness small thru medium</b>    | <b>44H001BK</b> | <b>\$72.00</b> |
| <b>Shoulder Harness large thru Xlarge</b>    | <b>44H002DK</b> | <b>\$72.00</b> |
| Blauer Ear Warmer                            | 128             | \$7.50         |
| Tote Bag                                     | PBG-081FPD      | \$57.50        |
| ERT Knee Pads Blackhawk                      | 808300          | \$20.99        |
| ERT Elbow Pads Blackhawk                     | 802600          | \$15.99        |
| ERT-Tactical Eye Protection                  | 85AC00          | \$94.00        |
| Holder, Ticket Book Type                     | 10003           | \$18.27        |
| Holder, Form & Clipboard                     | 10017           | \$25.31        |
| Badge Clip                                   | DK612           | \$12.83        |
| Wallet                                       | DK439           | \$26.46        |
| ID/Badge Holder                              | DK211D          | \$12.95        |
| Traffic Vest, Yellow                         | 343P            | \$59.00        |

|  |                 |         |
|--|-----------------|---------|
| Patrol earpieces                       | EP4023          | \$76.99 |
| Safariland black portable Radio Holder | Model #762-XX-2 | \$35.04 |
| Shirt Stay                             | Model #P10003   | \$11.00 |
| Premier Waist Liner Shirt Stay         | Model #P10013   | \$10.50 |



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220  
TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**


**REQUEST FOR PROPOSAL: RFP 13-17, Police Uniforms, Equipment & Quartermaster Services**  
**DEADLINE: Thursday, November 21, 2013 before 2:00:00 PM, local time**  
**RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPO, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**  
**DATE OF ISSUE AND ADVERTISEMENT: Saturday, November 02, 2013**

**REQUEST FOR PROPOSAL**  
**RFP 13-17, Police Uniforms, Equipment & Quartermaster Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Cruse Uniforms and Equipment Inc.  
Contact Person: Stephanie Dotts Title: Store Manager  
E-Mail: Stephanie@cruseuniforms.com Phone: 501-681-8814  
Business Address: 5320 W Sunset Suite 184  
City: Springdale State: AR Zip: 72762  
Signature:  Date: 11/18/13

City of Fayetteville  
RFP 13-17, Police Uniforms, Equipment & Quartermaster Services  
Advertisement

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**City of Fayetteville, AR  
Request for Proposal  
RFP 13-17, Police Uniforms, Equipment, & Quartermaster Services**

The City of Fayetteville, Arkansas is requesting proposals from firms capable of supplying uniforms, equipment, & quartermaster services to the Fayetteville Police Department.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Thursday, November 21, 2013 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPO, CPPB  
Title: Purchasing Agent  
Ad date: 11/02/13

City of Fayetteville  
RFP 13-17, Police Uniforms, Equipment & Quartermaster Services  
SECTION A: General Terms & Conditions

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1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.



**2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

**3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

**4. EVALUATION CRITERIA:**

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

**5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**6. ORAL PRESENTATION:**

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

**7. CONFLICT OF INTEREST:**

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such

written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**8. WITHDRAWAL OF PROPOSAL:**

- a. A proposal may be withdrawn at any time.

**9. LATE PROPOSAL OR MODIFICATIONS:**

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

**10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

**13. CITY INDEMNIFICATION:**

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed

trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

**15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

**16. PAYMENTS AND INVOICING:**

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

**17. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

**18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**19. NON-EXCLUSIVE CONTRACT:**

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

**20. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**21. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

**22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**23. OTHER GENERAL CONDITIONS:**

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be

provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
  - h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
  - i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
1. The following documents are included with this solicitation:
    - a. Attachment A: Approved Uniforms and Equipment

City of Fayetteville  
RFP 13-17, Police Uniforms, Equipment & Quartermaster Services  
SECTION B: Scope of Services and General Information

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### **1.0 Purpose**

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is seeking proposals for services from experienced and qualified vendors to provide adequate uniforms, equipment & quartermaster services as described herein.

### **2.0 Current Program**

The City of Fayetteville last bid quartermaster services in 2008 resulting in a current contract expiration of December 31, 2013. This RFP shall serve as the future pricing of police department uniforms for as long as a resulting contract is in effect. It is a requirement for all Proposers carry Blauer uniforms in order to standardize the look and appearance of the police department's uniforms. This solicitation has the potential to be a five (5) year contract)

All Proposers shall be able to supply and stock items listed in Attachment A. Proposers shall be aware and informed that a reference to a particular brand, manufacturer, or model is set forth in this RFP to establish an accepted level of quality. Brands, manufacturers, or models that are included with this RFP that are of at least equal quality, size, shape, performance, design, and specification as to what has been established will be acceptable for consideration. The City reserves the right to accept or reject any substitution made by any vendor that is not equal to what was specified in this RFP. In the event the City denies an alternate item, it is the responsibility of the vendor to minimally provide an accepted item at the price for the rejected item. Proposers are encouraged to submit items for approval BEFORE the RFP deadline set forth in these documents.

The anticipated spend for 2014 is estimated at \$45,000 (90 employees at \$500 allowance each). Funds available for uniform spend are subject to budget approval by the Fayetteville City Council.

### **3.0 Scope of Quartermaster Services**

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected consultant shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- 1.) Provide police department uniforms & equipment at a discounted price to the City of Fayetteville for the items listed in Attachment A – Approved Uniforms & Equipment. Vendor shall also offer a percentage off of retail for pricing of all items. Proposers shall provide a summary of how & what discounts will be offered to the City of Fayetteville.
- 2.) The successful Proposer shall provide a local service for measuring officers during the entire contract period. All items listed in Attachment A shall be in stock by the successful Proposer for immediate delivery to the City of Fayetteville.
- 3.) Items listed in Attachment A are anticipated to be picked up by the Fayetteville Police Department authorized representative or delivered to the City of Fayetteville Police Department. Products shall be provided as F.O.B. Destination, freight prepaid to the Fayetteville Police Department. Additional charges such as freight, delivery, oversize charges, or any other not listed charge or additional fee shall NOT be added after Proposal deadline. Any charges, fees, etc. shall be listed with Proposers submittal and shall be on the most favorable terms available.

- 4.) If oversized, delivery charges, etc. are to be applied, the charges shall be declared with the original proposal by the provided deadline. If not such charges are declared or listed, the invoice cost will stand as is and shall not be increased for such charges.
- 5.) Proposers shall provide measurement and delivery within calendar days as outlined below. Measurements shall be made upon request for an officer within 3 calendar days of request. Orders/products, provided in Attachment A, shall be available for pick up or delivery within 2 calendar days from measurement or order. Orders held by the awarded vendor after specified time period are subject to cancellation of contract. The City understands unforeseen delays can occur; however, delays without unforeseen circumstances will not be acceptable or tolerated.
- 6.) All Proposers shall submit samples if requested by the Purchasing Division. Samples will be returned if they are received with a FedEx, DHL or UPS billing account number to be billed to the Proposer. Any Proposer may also choose to pick up samples at the Fayetteville Purchasing Division. Samples left after ninety (90) calendar days become the property of the City of Fayetteville.
- 7.) Items will be purchased on an as needed basis from officers needing uniforms and/or equipment.
- 8.) Proposer shall outline secured process as part of the proposal to present an option of how a current and new officer can be identified before purchasing product. A valid picture ID shall be required by a new or existing member of the Fayetteville Police Department shall be part of the presented secure purchasing process. An authorized officer list will be provided to the awarded Proposer by the Fayetteville Police Department. Awarded Proposer shall check all purchases on provided listing prior to purchase being made.
- 9.) Awarded Proposer shall track each employee's annual use of uniform allowance and provide usage reports upon request. Proposal shall include a description of how company will comply with this requirement.
- 10.) Awarded Proposer (Vendor) selected shall restrict employees use of annual uniform allowance to items on the authorized uniform item list. Vendor shall be required to maintain a current copy of this authorized list for reference. Vendor will be expected to furnish items in accordance with the department's uniform general order.
- 11.) Price Reductions: Prices as presented in proposal are the maximum price the City will pay for items presented for the entire life of the contract. The price presented shall be provided as a percentage off of the manufacturer's suggested retail price (MSRP). Vendor shall be required to pass any price reductions to the City of Fayetteville.
- 12.) Due to the requirement to track uniform allowances, the award will be completed on an all or none basis.
- 13.) Vendor shall provide a local fitting for trousers, shirts, jackets, and any other items bid requiring fitting. Vendors located outside of Washington County will be furnished a room for fitting at the Fayetteville Police Department upon request. Vendors located outside Washington County shall state how often they will be on site to provide a representative for local fitting (ex: weekly, monthly, as needed, etc.).
- 14.) Except for items marked as options, jackets, trousers, shirts, footwear, and leather gear shall be in stock by the vendor for immediate delivery. The City reserves the right to purchase from alternate vendor in emergency situations due to delayed delivery. Any continuance of delayed delivery can subject the contract to termination.

- 15.) Upon sale to City employee, Vendor shall provide the employee with a receipt which displays date of pick up, delivery, charges, and a detailed description of each item. This receipt or combination thereof shall be reflected on the monthly statement.
- 16.) Statements and payments shall be based on a calendar month.
- 17.) Vendor shall provide the City with a monthly statement of all charges, which shall be separated by each employee that purchased items for that month. The City will reconcile the statement against receipts provided by employees. Any discrepancies shall be immediately resolved by all involved parties. The City shall make payment to Vendor within 30 calendar days of accepted reconciled statement or 5 days if payment is allowed via Visa. The City shall incur no additional charges for the use of payments via Visa.

#### **4.0 Term of Contract**

The initial term of the uniform, equipment, & quartermaster contract shall be for a period of one (1) year. The contract shall be renewable by mutual consent, at mutually agreed upon terms, for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than thirty (30) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the vendor by the City shall be limited to products purchased via pick up or delivery at the request of the City.

#### **5.0 Proposal Submittals**

**a. Overview:**

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the scope of services. The proposal will be reviewed by a selection committee who will grade and rank each proposal.

**b. Staff:**

The Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this contract. This description will include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

**c. Approach:**

The Proposer shall provide, in this section of its proposal, a description of the method(s) which will be used to successfully accomplish the scope of services.

**d. Company Experience:**

The Proposer shall provide, in this section of its proposal, a detailed description of similar projects or contracts, on behalf of Cities or Counties within the State of Arkansas, or other public entities, completed and those presently engaged during the past three (3) years. This information shall include names and phone numbers of client references at a minimum of three (3) references.

**e. Company Capabilities:**



The Proposer shall provide, in this section of its proposal, a description of its limitations relative to facilities, staff personnel, on-going projects/contracts, etc.

## **6.0 Fee Proposal**

### **a. Reasonableness:**

These Fee Proposals will be evaluated for completeness and reasonableness as it relates to the technical proposal.

### **b. Best Value:**

The prices presented are important; however, it will not be the determining factor in the selection process. It is not the intent of the City of Fayetteville to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

### **c. Additional fees not relating to product:**

It is the desire of the City of Fayetteville to contract with a vendor that does not charge additional fees for quartermaster related services.

## **7.0 Proposal Evaluation Factors**

It is City of Fayetteville's intent to evaluate the proposals based on technical merit and price. The result of this evaluation is to choose the Proposer whose proposal provides the highest value to City of Fayetteville. City of Fayetteville reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in City of Fayetteville's opinion, such rejection is in its best interests.

### **a. Evaluation Method**

Each Proposal will be reviewed by a Selection Committee. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

1. **10% - Qualifications in Relation to Project:** Information reflecting qualifications of the company. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors shall not be used for these requested services.
2. **20% - Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of staff to be used and how they are to be used. This includes the proposed firm's business interest and how it relates to the scope of services requested.
3. **25% - Proposed Method of Doing Work (Project Approach and Schedule):** A proposed work plan (description of how the purchasing process would be secure as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing the work.
4. **25% - Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with this city are not available, the professional firm's past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet budget, and any other pertinent information. The firm will provide a list of similar jobs performed and the person with that firm from whom the City can obtain information.

5. **20% - Fee Proposal:** Proposed price to perform the details listed in this request for proposal. This evaluation factor shall include the cost allocation presented as the City's share.

**NOTE:** City of Fayetteville reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposer. Accordingly, it is imperative that all Proposers propose their best offer in their initial submission.

**8.0 Anticipated Project Timeline:** subject to change

| Date                               | Time                  | Description  |
|------------------------------------|-----------------------|--|
| Monday, November 04, 2013          | N/A                   | Advertisement for RFP  |
| <b>Thursday, November 21, 2013</b> | <b>Before 2:00 PM</b> | <b>Deadline to submit a Proposal</b>   |
| Tuesday, November 26, 2013         | N/A                   | Contract negotiations finalized and contract signed by Vendor  |
| Wednesday, November 27, 2013       | 4:00 PM               | Internal deadline for packet to be turned into City Clerk's Office for 12/17/13 City Council Meeting |
| <b>Tuesday, December 10, 2013</b>  | <b>4:30 PM</b>        | <b>Agenda Session for 12/17/13 City Council Meeting</b>  |
| <b>Tuesday, December 17, 2013</b>  | <b>6:00 PM</b>        | <b>City Council Meeting to consider contract</b>   |

City of Fayetteville  
 RFP 13-17, Police Uniforms, Equipment & Quartermaster Services  
 SECTION E: Signature Submittal

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**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

- 1) NO KNOWN RELATIONSHIP EXISTS  
 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Cruse Uniforms and Equipment Inc.  
 Name of Primary Contact: Stephanie Dotts  
 Title of Primary Contact: Cindy Cruse  
 Phone#1 (cell preferred): 501-681-8814 Phone#2: 501-681-9610  
 E-Mail Address: Stephanie@cruseuniforms.com

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

| ADDENDUM NO. | SIGNATURE AND PRINTED NAME | DATE ACKNOWLEDGED |
|--------------|----------------------------|-------------------|
|              |                            |                   |
|              |                            |                   |
|              |                            |                   |
|              |                            |                   |

4. PRICE BID: Proposers shall include pricing with proposal as described. Pricing for retail items shall be listed as a percentage off of MSRP. Any additional fees shall be listed separate and shall be included in the Proposal.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Stephanie Dotts

COMPANY: Cruse Uniforms and Equipment Inc

PHYSICAL ADDRESS: 5320 W. Sunset Springdale AR 72762

MAILING ADDRESS: SAME

PHONE: 479-756-8182 FAX: 479-756-1225

E-MAIL: stephanie@cruseuniforms.com

SIGNATURE: 

TITLE: Store Manager

DATE: 11/18/13

City of Fayetteville  
RFP 13-17, Police Uniforms, Equipment & Quartermaster Services  
SECTION F: Draft Contract

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This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Fayetteville, Arkansas, and \_\_\_\_\_ In consideration of the mutual covenants contained herein, the parties agree as follows:

1. \_\_\_\_\_ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per RFP 13-17 as stated in \_\_\_\_\_ proposal response, and in accordance with specifications attached hereto and made a part hereof under RFP 13-17, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay \_\_\_\_\_ based on their bid proposal in an amount not to exceed itemized pricing presented in RFP 13-17. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and \_\_\_\_\_ consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Proposal identified as RFP 13-17 with the specifications and conditions typed thereon.
  - B. \_\_\_\_\_ submitted proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and \_\_\_\_\_ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and \_\_\_\_\_.
5. \_\_\_\_\_ shall not assign its duties under the terms of this agreement.
6. \_\_\_\_\_ agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from \_\_\_\_\_ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. \_\_\_\_\_ shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, \_\_\_\_\_ shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.  
\$1,000,000 for each accident.

Property Damage Liability \$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by \_\_\_\_\_.

- 8. \_\_\_\_\_ to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or \_\_\_\_\_ with 30 days written notice.
- 12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

\_\_\_\_\_  
Printed Contractor Name & Title

\_\_\_\_\_  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

\_\_\_\_\_  
Company Secretary (Printed Name)

\_\_\_\_\_  
Sondra Smith, City Clerk

Business Address

\_\_\_\_\_  
City, State & Zip Code

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_