

City of Fayetteville Staff Review Form

2018-0749

Legistar File ID

1/3/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor, Chief of Police

12/12/2018

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a bid waiver authorizing the Fayetteville Police Department to purchase items from Galls, LLC DBA Cruse Uniforms and Equipment on an as needed basis including but not limited to Glock handguns, uniforms, equipment and quartermaster services for a period of one (1) year, with automatic annual renewals not to exceed five (5) years.

Budget Impact:

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>NA</u>	Item Cost
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment
	Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # 250-13

Change Order Number: _____


Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JAN 3, 2019

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police 
DATE: 12/12/2018
SUBJECT: **Bid Waiver Request – Quartermaster Contract**

RECOMMENDATION:

Staff recommends approval of a bid waiver authorizing the Fayetteville Police Department to contract with Galls, LLC d.b.a. Cruse Uniforms and Equipment to supply Glock handguns, uniforms, equipment, and quartermaster services for a period of one (1) year, with automatic annual renewals not to exceed five (5) years.

BACKGROUND:

Cruse Uniforms and Equipment has served as the Fayetteville Police Department's contracted provider of uniforms and police equipment since 2008 and is the only authorized distributor for Blauer uniforms and Glock handguns in the state of Arkansas. Also, Cruse Uniforms and Equipment is the only local distributor which maintains an inventory of the department's authorized uniform items, and offers service, sizing, tracking and billing of purchased items.

DISCUSSION:

The 2019 itemized price list, Quartermaster Services Contract, and Scope of Work are attached. Any changes to these documents would not be allowed without a formal contract amendment approved by the Mayor and City Council in advance of the change.

BUDGET/STAFF IMPACT:

Uniform allowances and new officer uniform expenses are budgeted annually through our budget process. This contract has no impact on staffing.

Attachments:

Quartermaster Services Contract
FPD 2019 Uniform and Equipment Price List
Scope of Work for Quartermaster Services
Cruse Uniforms Bill of Sale and Assignment
Glock Sole Source Letter
Blauer Sole Source Letter



**CITY OF
FAYETTEVILLE
ARKANSAS**

CONTRACT

*For the purchase of handguns, uniforms, equipment
& quartermaster services*

Vendor: Galls, LLC dba Cruse Uniforms

Terms: One year with four one-year automatic renewals

Agreement is made this _____ day of _____, 2019, between the City of Fayetteville, Arkansas (City), and Galls, LLC dba Cruse Uniforms and Equipment, Inc. (Galls/Cruse) In consideration of the mutual covenants contained herein, the parties agree as follows:

WITNESSETH:

WHEREAS, The City of Fayetteville has a need for a reputable vendor to provide Glock handguns, uniforms, equipment, and quartermaster services to the Fayetteville Police Department;

WHEREAS, The City has a longstanding relationship with Cruse Uniforms and Equipment, which was recently acquired by Galls, LLC;

WHEREAS, due to authorized distributorships of products and services provided, it would not be practical or feasible for the City of Fayetteville to issue a solicitation for items purchased and scope of work performed;

WHEREAS, Galls, LLC dba Cruse Uniforms and Equipment, Inc. are in transition period, which will be finalized over the next year;

WHEREAS, Galls, LLC dba Cruse Uniforms and Equipment, Inc. certifies it currently and will maintain the sole authorized distributor of Blauer uniforms and Glock handguns in the State of Arkansas for which the Fayetteville Police Department maintains an inventory of the department's authorized uniform items, offers services, sizing, tracing and billing of purchased items;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Galls, LLC dba Cruse Uniforms and Equipment, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, insurance, tax permits, taxes, and all other accessories and services necessary to provide the City with uniforms, equipment and quartermaster services.
2. The City of Fayetteville shall pay Galls, LLC dba Cruse Uniforms and Equipment, Inc. based on agreed upon pricing not to exceed manufacturer's suggested retail price with discount, pricing as presented in Appendix A, or pricing available through cooperative purchasing programs eligible to the City of Fayetteville. Payments will be made after approval and acceptance of confirmation of approved delivery, services performed, and acceptance of invoice. Payments will be made within 30 calendar days after receipt of invoice. Expedited payment is available to Galls/Cruse through acceptance of a Visa / Procurement Card at no additional fee to the City.
3. The Contract documents which comprise the contract between the City of Fayetteville and Galls, LLC dba Cruse Uniforms and Equipment, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:

City of Fayetteville, AR

Vendor: Galls, LLC DBA Cruse Uniforms and Equipment

CONTRACT for Police Uniforms, Equipment & Quartermaster Services including handguns

Page 1 of 3

- A. Appendix A: FPD 2019 Uniform and Equipment Price List
- B. Appendix B: Scope of Work for Quartermaster Services
- C. Appendix C: Cruse Uniforms Bill of Sale to Galls, LLC
- D. Appendix D: Glock Sole Source Letter
- E. Appendix E: Blauer Sole Source Letter
- C. Appendix F: Certificate of Insurance

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Galls, LLC dba Cruse Uniforms and Equipment, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Galls, LLC dba Cruse Uniforms and Equipment, Inc.
5. Galls, LLC dba Cruse Uniforms and Equipment, Inc. shall not assign its duties under the terms of this agreement.
6. Galls, LLC dba 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 Galls, LLC dba 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. Galls, LLC dba 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, Galls, LLC dba 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 Galls, LLC dba Cruse Uniforms and Equipment, Inc.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

8. Galls, LLC dba Cruse Uniforms and Equipment, Inc. to furnish proof of licensure as required by all local and state agencies. Galls, LLC dba Cruse Uniforms and Equipment, Inc. also agrees to follow all local, federal and state laws including but not limited to 2 CFR PART 200 Contract provision and maintaining no active exclusions and current registration for all awards through the System for Award Management at <https://www.sam.gov/SAM>.
9. Galls, LLC dba Cruse Uniforms and Equipment, Inc. shall maintain a federal firearms license granting permission and authorization to sell handguns in the State of Arkansas, authorized distributorship with Blauer for uniforms and Glock as a Blue Label dealer for law enforcement.
10. The City of Fayetteville reserves the right to cancel this contract within 30 calendar days written notice.
11. 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 coping costs pursuant to the FOIA may be assessed for this compliance.

12. 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 _____, 2019.

GALLS, LLC DBA CRUSE UNIFORMS AND EQUIPMENT, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Michael Wessner, CEO

By: _____

LIONELD JORDAN, Mayor

ATTEST (Signature)

ATTEST: (Signature)

Alicia Still

Company Secretary (Printed Name)

Sondra E. Smith, City Clerk

Business Address

113 W. Mountain

Fayetteville, AR 72701

1340 Russell Cove Rd. Lexington, KY 40505

City, State & Zip Code

City of Fayetteville, AR

Vendor: Galls, LLC DBA Cruse Uniforms and Equipment

CONTRACT for Police Uniforms, Equipment & Quartermaster Services including handguns

Page 3 of 3

Fayetteville Police Department

Quartermaster's Authorized Uniform and Equipment Revised 9/4/2018

Patrol Officer Uniforms

AMMO MAGAZINE POUCHES	Cost	Vendor	New Issue
Bianchi Nylon Open-Top Double Magazine Pouch	18797	\$ 22.69 Cruse	
Safariland Basketweave Concealment Open-Top Magazine Pouch	079-83-8-2	\$ 30.50 Cruse	
Safariland Basketweave Open-Top Double Magazine Pouch	73-83-48	\$ 25.71 Cruse	
Safariland Basketweave Snap-Closure Double Magazine Pouch	77-83-48HS	\$ 29.95 Cruse	X
Safariland Nylon Snap-Closure Double Magazine Pouch	77-83-13PBL	\$ 29.95 Cruse	X
Safariland Slim-Line Open-Top Triple Magazine Holder Plain	775-383-13	\$ 20.50 Cruse	
Safariland Slim-Line Open-Top Triple Magazine Holder Basketweave	775-83-48	\$ 20.50 Cruse	
Uncle Mike's Cordura Double Pistol Magazine Case	88361	\$ 19.50 Cruse	X
Uncle Mike's Kydex Open-Top Double Magazine Case with Paddle	51362	\$ 21.00 Cruse	
BADGES & BRASS			
Blackinton FPD Custom Badge (Pin or Clip) plus Freight	BC3343	\$ 91.50 Cruse	X
Captain Collar Brass Gold	J63	\$ 5.50 Cruse	
Chief Collar Brass Gold	J104	\$ 15.50 Cruse	
Corporal Collar Brass Gold	P602	\$ 5.75 Cruse	
D.R.E. Pocket Brass Gold	15LTRSGLD	\$ 20.00 Cruse	
Deputy Chief Collar Brass Gold	J100	\$ 10.50 Cruse	
Duty Hat Emblem "Police"	B568CO-GLD	\$ 39.00 Cruse	X
F.P.D. Collar Brass 1/2" Gold Lettering	A7325GLD	\$ 11.95 Cruse	X
F.T.O. Pocket Brass 3/8" Gold Lettering	P2434	\$ 7.50 Cruse	
Lieutenant Collar Brass Gold	P900	\$ 5.75 Cruse	
Officer/PFC Collar Brass Gold	P600	\$ 5.75 Cruse	
Sergeant Collar Brass Gold	P604	\$ 5.75 Cruse	
BATON & BATON HOLDERS			
ASP 21" Black Expandable Baton with Foam Grip and Serial Number	52410-FPD	\$ 86.00 Cruse	X
Safariland Basketweave Expandable Baton Holder	35-F21-48	\$ 23.00 Cruse	X
Uncle Mike's ASP Baton Holder	88811	\$ 12.50 Cruse	X
Bianchi Nylon Expandable Baton Case	18453	\$ 14.95 Cruse	X
BELTS			
Bianchi Web Gear Equipment Belt (Small-XL)	17380-17383	\$ 40.00 Cruse	X
Bianchi Web Gear Under-Belt (Small-XL)	17706-17709	\$ 22.00 Cruse	X
Safariland Basketweave Duty Under-Belt	99-X-4	\$ 32.00 Cruse	X
Safariland Basketweave Outer-Duty Belt	94-XX-4	\$ 65.00 Cruse	X
Uncle Mike's Nylon Outer-Belt	87761	\$ 22.99 Cruse	X
Uncle Mike's Nylon Under-Belt	87811	\$ 16.50 Cruse	X
COATS & SWEATERS			
Blauer Navy Lightweight Bomber Winter Jacket with Gold "P" Buttons	6110-PLB	\$ 125.00 Cruse	X
Blauer Police V-Neck Fleece-Lined Sweater	225-NV	\$ 94.50 Cruse	
Blauer Soft Shell Jacket with Velcro Nametag	4660-NV	\$ 119.00 Cruse	

FLASHLIGHTS & FLASHLIGHT HOLDERS				
Bianchi Nylon Mag-Lite Flashlight Ring	23497	\$ 9.95	Cruse	X
Bianchi Nylon Stinger Flashlight Case	19657	\$ 18.50	Cruse	X
Bianchi Stinger Flashlight Basketweave Holder	22097	\$ 13.99	Cruse	X
Bianchi Stinger Flashlight Nylon Holder	22838	\$ 11.75	Cruse	X
Mag-Lite LED A/C Flashlight with Battery and Wall Charger	RL3019	\$ 109.50	Cruse	X
Safariland Basketweave Mag-Lite Flashlight Ring	22089	\$ 11.75	Cruse	X
Streamlight Stinger DS LED Flashlight with Battery and Charger	75811	\$ 109.74	Cruse	X
Uncle Mike's Mag-Lite Nylon Flashlight Ring	88621	\$ 5.99	Cruse	X
Uncle Mike's Nylon Streamlight Case	88185	\$ 12.50	Cruse	X
FOOTWEAR				
**Officers may spend \$200 per year on footwear			Cruse	
Black Boots that are Shinable (Ankle holsters require laces)			Cruse	X
Boot/Shoe Sole Repair		\$60.00	College Shoe	
Weinbrenner Thorogood Oxford Classic Leather Black Men's Dress Shoes	834-6027	\$98.75	Cruse	X
Weinbrenner Thorogood Oxford Classic Leather Black Women's Dress Shoes	534-6047	\$98.75	Cruse	X
GLOVES				
Black Gloves (May spend \$60 per year on gloves) No hard knuckles, and only bike gloves may be fingerless		\$ 60.00	Cruse	X
HANDCUFF ACCESSORIES				
Bianchi Nylon Handcuff Case (Chained Cuffs)	18190	\$ 17.80	Cruse	X
Bianchi Nylon Handcuff Case (Hinged Cuffs)	23013	\$ 17.80	Cruse	
Handcuff Key	HK-10	\$ 3.99	Cruse	
Pen-Style Cuff Key	14L	\$ 9.50	Cruse	
Safariland Basketweave Double Handcuff Case	290-4HS	\$ 31.61	Cruse	
Safariland Basketweave Handcuff Case	90-4HS	\$ 26.51	Cruse	X
Safariland Nylon Double Handcuff Case	18771	\$ 24.29	Cruse	X
Uncle Mike's Nylon Handcuff Case (Hinged Cuffs)	88782	\$ 14.50	Cruse	
Standard Cuff Key	ZT50ea	\$ 1.00	Cruse	X
HANDCUFFS				
Peerless Chained Handcuffs	4710	\$ 24.50	Cruse	X
Peerless Hinged Handcuffs	4801	\$ 36.50	Cruse	
Smith & Wesson Chained Handcuffs	350103	\$ 26.50	Cruse	X
Smith & Wesson Hinged Handcuffs	350096	\$ 38.50	Cruse	
HEADWEAR				
Ball Cap with Badge	PUKKA			X
Blauer Navy Winter Skull Cap	160-NV	\$ 19.00	Cruse	X
Monadnock Riot Helmet with Sizing Straps	TR1000	\$ 159.00	Cruse	X
Rain Cover for Duty Hat	P9009	\$ 3.25	Cruse	X
Serge 8-Point Navy Duty Hat	I3-sentrynp	\$ 55.00	Cruse	X
Snake Style Gold Cap Strap (Duty Hat Accessory)	P8004	\$ 10.00	Cruse	X
HOLDERS - MISCELLANEOUS				
Basketweave Tourniquet Holder	SCC-T	\$ 62.00	Cruse	X
Holder, Form & Clipboard	10017	\$ 25.31	Cruse	X
Holder, Ticket Book	10003	\$ 18.27	Cruse	
Nylon Tourniquet Holder	E10-1005B	\$ 26.00	Cruse	X

Recessed Badge Bifold Wallet	107BK	\$ 28.00	Cruse	
Recessed Badge Wallet	105BK	\$ 30.00	Cruse	
Recessed Belt Clip Badge Holder	716BK	\$ 13.50	Cruse	
Rigid Tourniquet Case for CAT G7	E10-3021B	\$ 29.00	Cruse	
HOLSTERS				
Blackhawk Serpa Holster	410500BK	\$ 45.00	Cruse	
Blackhawk Taser Holster	11502	\$ 56.00	TASER / AXON	X
Safariland Basketweave Duty Holster (Left-Hand)	6360-6832-482	\$ 104.50	Cruse	X
Safariland Basketweave Duty Holster (Right-Hand)	6360-6832-481	\$ 104.50	Cruse	X
Safariland Plain Tactical Holster (Left-Hand)	6360-6832-132	\$ 104.50	Cruse	X
Safariland Plain Tactical Holster (Right-Hand)	6360-6832-131	\$ 104.50	Cruse	
Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back)	6378-6832-411/412	\$ 47.50	Cruse	
Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back)	6378-683-411/412	\$ 37.50	Cruse	
Bootlock Ankle Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	GG-B716-G27/G27L	\$ 93.50	Cruse	
Nemesis Pocket Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	N38BJE1Z0	\$ 19.00	Cruse	
Soft Tuck Righthand Inside-Waist Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	106NAE1Z0	\$ 24.50	Cruse	
Soft Tuck Lefthand Inside-Waist Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	106NBE1Z0	\$ 24.50	Cruse	
Gladius Vest Holster (G27) (Only officers authorized to carry a secondary weapon may purchase)	Glock 27	\$78+Shipping	Gladius Holster	
DeSantis Option 4 Belly Band	061BJG1Z0	\$ 28.00	Cruse	
Shoulder Harness L-XL	44H002BK	\$ 72.00	Cruse	
Shoulder Harness S-M	44H001BK	\$ 72.00	Cruse	
KEEPERS				
Bianchi Nylon Keepers (4-Pack)	15635	\$ 10.95	Cruse	X
Safariland Basketweave Keepers (4-Pack)	62-4-4HS	\$ 23.00	Cruse	X
Uncle Mike's Nylon Keepers (4-Pack)	88651	\$ 9.99	Cruse	X
NAMEPLATE				
Name Plates 3/8" by 2.25" with First Initial and Full Last Name	69	\$ 13.99	Cruse	X
PEPPER SPRAY & HOLDERS				
Bianchi Nylon Pepper Spray Holder	18205	\$ 16.28	Cruse	X
Safariland Basketweave Pepper Spray Holder	38-4-48HS	\$ 22.72	Cruse	X
Top Cop OC Cone Pepper Spray (1.5oz MK3)	ALSOC15-Cone	\$ 15.00	Less Lethal	X
Uncle Mike's Nylon Pepper Spray Holder	88771	\$ 12.99	Cruse	X
PROTECTIVE CONCEALMENT VESTS				
Point Blank 5"x7" Female Speed Plate	PLT002SCRN	\$ 76.00	Teeco	X
Point Blank 5"x8" Male Speed Plate	PLT012ECRN	\$ 81.00	Teeco	X
Point Blank 6"x8" Female Speed Plate	PLT004SCRN	\$ 101.00	Teeco	X
Point Blank 7"x10" Female Speed Plate	PLT011SCRN	\$ 121.00	Teeco	X
Point Blank 7"x9" Male Speed Plate	PLT014ECRN	\$ 101.00	Teeco	X
Point Blank 8"x10" Shooter's Cut Male Speed Plate	PLT016ECSN	\$ 114.00	Teeco	X
Point Blank Body Armor Type IIIA Protective Vest with Extra Carrier	Model #HLK3A	\$ 782.00	Teeco	X
RADIO & ACCESSORIES				
Cougar APX6000 Patrol Earpiece Kit	EP4034	\$ 76.99	Cruse	X
Ear Mold Kit	EP-E	\$ 4.99	Cruse	
Fin Ear Tip	EPF	\$ 4.99	Cruse	
Kenwood Listening Earpiece	EP1089SC	\$ 35.00	Cruse	

Motorola APX6000 Universal Carry Holder	PMLN5709A	\$ 29.00	Smith Two-Way	X
Motorola Portable Radio APX6000	Motorola		Smith Two-Way	X
Safariland Basketweave Swivel Radio Holder	762-5-48	\$ 35.04	Cruse	X
Bianchi Nylon Swivel Radio Holder	18521	\$ 29.00	Cruse	
Tactical Mic Keeper	TMK	\$ 10.00	Cruse	
Uncle Mike's Radio Swivel Case	88984	\$ 27.00	Cruse	X
WAU 3000 mAh Li-Ion Portable Radio Batteries	WAU7038LPSB	\$ 90.00	Smith Two-Way	X
RAINGEAR				
Blauer Rain Gear Long Jacket	9690	\$ 275.00	Cruse	X
Blauer Rain Gear Pants	9134	\$ 132.00	Cruse	X
Blauer Rain Gear Short Jacket	9691-BK/YE	\$ 265.00	Cruse	X
SHIRTS				
Attach Patch / Attach Rank Sleeve	SOCSE	\$ 2.00	Cruse	
Blauer Crew Neck Black Shirt (3 per year)	8120X	\$ 22.00	Cruse	
Blauer Long-Sleeve Navy Duty Shirt	8450-NV	\$ 75.00	Cruse	X
Blauer Long-Sleeve Navy Super Shirt	8436-NV	\$ 78.00	Cruse	
Blauer Mock Neck Black Shirt (3 per year)	8110X	\$ 25.00	Cruse	
Blauer Navy Necktie (Clip-On)	45015	\$ 4.95	Cruse	X
Blauer Short-Sleeve Navy Duty Shirt	8460-NV	\$ 68.65	Cruse	X
Blauer Short-Sleeve Navy Super Shirt	8446-NV	\$ 69.00	Cruse	
Coldgear Tactical Mock Turtle	1244393	\$ 40.00	Cruse	
Gray Long-Sleeve T-Shirt 90/10 Blend	ST700	\$ 12.00	Southern Trend	X
Gray Short-Sleeve T-Shirt 90/10 Blend	ST700	\$ 10.00	Southern Trend	X
Under Armor Cold Gear Crew Shirt (2 per year)	1244394	\$ 40.00	Cruse	
Under Armor Heat Gear T-Shirt (2 per year)	1216007	\$ 19.95	Cruse	
Under Armor Tech Tee Loose Fit Black	1005684	\$ 19.95	Cruse	
TROUSERS / BDU PANTS				
5.11 TacLite Pro Pant	74273-KHAKI	\$ 49.99	Cruse	
Blauer 4-Pocket Navy Uniform Trousers (Dress)	8560-NV	\$ 68.74	Cruse	X
Blauer 6-Pocket Navy Uniform Trousers (Cargo)	8565-NV	\$ 78.00	Cruse	X
Blauer/MP Black Long Underwear (3 per year)	8005-BK	\$ 20.00	Cruse	
Men's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	74369-KHAKI/DKNVY	\$ 61.87	Cruse	
Men's Propper Tac-Lite Khaki BDU Pant (3 per year)	F525250250	\$ 34.95	Cruse	
Men's Propper Tac-Lite Navy BDU Pant (3 per year)	F525250450	\$ 34.95	Cruse	
Women's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	64386-KHAKI/DKNVY	\$ 61.87	Cruse	
Women's Propper Tac-Lite Khaki BDU Pant (3 per year)	F525450250	\$ 34.95	Cruse	
Women's Propper Tac-Lite Navy BDU Pant (3 per year)	F525450450	\$ 34.95	Cruse	
Hem Pants	HEM	\$ 5.00	Cruse	
WHISTLE & CHAIN				
Premier Gold Whistle	P4916	\$ 2.95	Cruse	X
Premier Gold Whistle Chain	P4910	\$ 4.50	Cruse	X
Premier Gold Whistle Holder	P4900	\$ 2.95	Cruse	
MISCELLANEOUS ITEMS				
9" Lapel Mic (for MVR Mic Box)				X
ANSI Zipper Traffic Vest (Yellow)	343P	\$ 59.00	Cruse	X

Better Clutches Gold	P10006	\$ 0.99	Cruse	
Business Cards (500-Pack)		\$ 30.00	Office Depot	
Combat Application Tourniquet (CAT) G7	30-0001	\$ 29.00	Cruse	
Cotton Crew Socks (3-Pack)	181/3	\$ 8.95	Cruse	
Embroidered FPD Tote Bag	PBG-081FPD	\$ 57.50	Cruse	X
Lock Jock / Slim Jim	AO10	\$ 10.50	Cruse	X
Pro Feet Sock (3 Packages per Year)	204/3	\$ 8.95	Cruse	
Rubber Clutches	P10005	\$ 0.50	Cruse	
Shirt Stays (Clip or Belt Style), Limit 2 per year up to \$20/each		\$ 20.00	Cruse	
Sirchie Fingerprint kits	MFC100	\$ 40.00	Sirchie	X
SOF Tactical 1.5" Wide Black Tourniquets	SOFFT-W	\$ 23.00	Tac Medical Solutions	
Trauma Kit (Tourniquet, Modular Bandage, Face Shield, Surgical Tape, Sheers, Z-Fold Combat Gauze)	DOK-LE	\$ 72.00	Tac Medical Solutions	X
Detective/Community Policing/Training/Administration Division Uniforms				
5.11 Sabre Jacket with Hidden "Police" Panel	48112	\$ 206.00	Cruse	
Premier Emblem Police back patch on pull down	E803	\$ 8.95		
Blackhawk Serpa Holster	410500BK	\$ 45.00	Cruse	
Recessed Belt Clip Badge Holder	716BK	\$ 12.83	Cruse	
Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back) G23 6378-2832-411/412	6378-6832-411/412	\$ 47.50	Cruse	
Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back) G23 6378-283-411/412	6378-683-411/412	\$ 37.50	Cruse	
Safariland Single Magazine + Cuffs	573-83-411/412	\$ 32.00	Cruse	
Uncle Mike's Kydex Open-Top Double Magazine Case with Paddle	51362	\$ 21.00	Cruse	
Uncle Mike's Kydex Open-Top Molded Handcuff Case	5125-2	\$ 18.71	Cruse	
Motor Uniforms				
Blackinton Gold Wheel & Wing Pin (Motor)	P2910	\$ 11.50	Cruse	
Blauer Motor Rain Jacket Hi-Vis Yellow with "Police"	26950-50	\$ 193.00	Cruse	
Blauer Motor Rain Pant Hi-Vis Yellow with Stirrups	134-1	\$ 69.00	Cruse	
Blauer Super Shirt Long-Sleeved Navy (x3)	8436-NV	\$ 78.00	Cruse	
Blauer Super Shirt Short-Sleeved Navy (x3)	8446-NV	\$ 69.00	Cruse	
Dehner Motor Boots	Patrol 152	\$ 485.00	College Shoe	
Motor 3/4 Helmet Blk/Whi with Sun Visor, Gold Band, P-Buttons	Shoei RJ Platinum-LE	\$ 500.00	Revzilla	
Motor Gloves, \$60 per year allowance, No hard knuckles, No fingerless		\$ 60.00	Cruse	
Motor Half Helmet Hi-Rise Blk/Whi with Sun Visor, Gold Band, P-Buttons	T77LE	\$ 169.00	PVP	
Police Motor Breeches (Year-Round 5-Way Stretch) x3	106BR	\$ 345.00	Intapol	
PVP Helmet Communications Kit	PVHKB-736R10	\$ 259.00	PVP	
PVP Motor-One Speakermic with Wireless System Control	PVSM-XPR/XMA	\$ 629.00	PVP	
Taylor's Leatherwear Pittsburg Motor Jacket	G4473Z	\$ 320.00	Intapol	
Bike Uniforms				
Black Bike Shoes (Officers may spend \$200 per year on footwear.)		\$ 200.00	Cruse	
Bike Helmet			Anywhere	
Black Gloves (May spend \$60 per year on gloves) Only bike gloves may be fingerless.			Cruse	
Blauer Bike Zipoff Pants	8822Z-NV	\$ 76.00	Cruse	
Blauer Soft Shell Jacket with Velcro Nametag	4660-NV	\$ 119.00	Cruse	
Blauer Streetgear Long-Sleeve Shirt	8140-NV	\$ 67.00	Cruse	
Blauer Streetgear Short-Sleeve Shirt	8130-NV	\$ 59.00	Cruse	

Premier Emblem Police Back Patch	E820	\$ 8.95		
Embroidered Nametag with Velcro Backing	Nametag / Velcro	\$ 9.00	Cruse	
KHOR Copper Lens Safety Glasses with lense pack	SDK115	\$ 16.50	Cruse	
KHOR Lens Pack	9403	\$ 5.50	Cruse	
K-9 Uniforms				
5.11 Stryke PDU Class B Long Sleeve Shirt	72074-MDNV	\$ 80.00	Cruse	
5.11 Stryke PDU Class B Pant	74427-MDNV	\$ 75.00	Cruse	
5.11 Stryke PDU Class B Short Sleeve Shirt	71038-MDNV	\$ 80.00	Cruse	
K-9 Pocket Brass 3/8" Gold Lettering	A7418GLD	\$ 10.25	Cruse	
Honor Guard Uniforms				
Hi-Gloss Honor Belt	B111-LC	\$ 38.00	Cruse	
Hi-Gloss Honor Holster	200-683-91 or -92	\$ 120.00	Cruse	
Hi-Gloss Honor Strap (Suicide Belt)	S110C	\$ 37.00	Cruse	
Honor Guard Blazer	19B8196	\$ 489.50	Cruse	
Honor Guard Cord for Jacket	P6009	\$ 17.00	Cruse	
Honor Guard Dee Ring	S507C	\$ 6.00	Cruse	
Honor Guard Hat	R-13W	\$ 75.00	Cruse	
Honor Guard Magazine Pouch	77-83-9B	\$ 33.00	Cruse	
Honor Guard Gloves (White)	P7009E	\$ 6.00	Cruse	
Blue Line Mourning Band	E1076	\$ 1.99	Cruse	
Black Garment Bag with Pockets			Anywhere	
F.P.D. Collar Brass 1/2" Gold Lettering	A7325GLD	\$ 11.95	Cruse	
Duty Hat Emblem "Police"	B568CO-GLD	\$ 39.00	Cruse	
Honor Guard Pants	28P8696	\$ 96.00	Cruse	
Honor Guard Shoes	510-8	\$ 62.00	Cruse	
ERT Uniforms				
2 Point Blank Leve IV Hard Armor 10"x12" Plates (1 Full Cut, 1 Shooter's Cut)A235:BA235:F245	PB-10079-01	\$ 227.00	Teeco	
5.11 Raid Tactical Eyewear (3 Lenses)	52022	\$ 88.00	Amazon	
ERT Advanced Tactical Knee Pads	808300BK	\$ 23.50	Cruse	
ERT Gloves - Operators Black Tactical	SOG-600	\$ 53.84	Cruse	
ERT Olive Drab Short Sleeve Shirt - Propper TAC U	6210	\$ 15.50	Southern Trend	
ERT Pocket Brass 3/8" Gold Lettering	A10315GLD	\$ 10.25	Cruse	
ERT Tactical Elbow Pads	802600BK	\$ 16.50	Cruse	
ERT-Electronic Ear Protection	Peltor Tactical 6-S	\$ 150.00	Varies	
ERT- Olive Drab Short Sleeve Shirt- Propper TAC U			Cruse	
ERT- Olive Drab or Green Tactical Shirt			Cruse	
Men's ERT Propper Tac-Lite OD Green BDU Pant (3 per year)	F521238330	\$ 30.94	Cruse	
Point Blank Ram-1 AXIII Alpha Elite (Ranger Green, 5 Pouches)		\$ 2,000.00	Teeco	
Propper TAC U - ERT Olive Drab Long-Sleeve Shirt	F541738330	\$ 56.61	Cruse	
Tan Boot (\$200 maximum allowed per year for footwear)			Cruse	
CNT Uniforms				
5.11 Sabre Jacket (With hidden "Police" Panel)	48112	\$ 206.00	Cruse	
Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back)	6378-6832-411/412	\$ 47.50	Cruse	

Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back)	6378-683-411/412	\$ 37.50	Cruse	
Safariland Single Magazine + Cuffs	573-83-411/412	\$ 32.00	Cruse	
Tailored Armor Carrier (TAC) with Velco "Police" Panels	TCAM00BV0C	\$ 110.00	Teeco	
CSI/CST Uniforms				
5.11 Sabre Jacket (without "Police" Panel)	48112	\$ 206.00	Cruse	
5.11 Stryke PDU Class B Pant	74427-MDNV	\$ 75.00	Cruse	
Black Boots that are Shinable		\$ 200.00	Cruse	
Black Gloves, No hard knuckles, No fingerless		\$ 60.00	Cruse	
Blauer Navy Winter Skull Cap	160-NV	\$ 19.00	Cruse	
Men's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black, Navy, or White)	4436/4340/4242	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Men's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4406/4409	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4375/4376	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4420/4421	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Embroidered Long-Sleeve Polo Shirt (Black)		\$ 42.98	Mid South Awards	
Embroidered Short-Sleeve Polo Shirt (Black)		\$ 36.98	Mid South Awards	
Men's 5-11 Stryke Pants (Khaki or Dark Navy)	74369-KHAKI/DKNVY	\$ 61.87	Cruse	
Men's Propper Tac-Lite Navy BDU Pant (3 per year)	F525250450	\$ 34.95	Cruse	
Tailored Armor Carrier (TAC) with Velco "CSI" Panels	TCAM00BV0C	\$ 110.00	Teeco	
Women's 5-11 Stryke Pants (Khaki or Dark Navy)	64386-KHAKI/DKNVY	\$ 61.87	Cruse	
Women's Propper Tac-Lite Navy BDU Pant (3 per year)	F525450450	\$ 34.95	Cruse	
Captains and Up				
Blauer 4-Pocket Navy Uniform Trousers (Dress)	8560-NV	\$ 68.74	Cruse	
Blauer Navy Necktie (Clip-On)	45015	\$ 4.95	Cruse	
Men's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black, Navy, or White)	4436/4340/4242	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Men's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4406/4409	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4375/4376	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4420/4421	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Embroidered Long-Sleeve Polo Shirt (Gold)		\$ 42.98	Mid South Awards	
Embroidered Short-Sleeve Polo Shirt (Gold)		\$ 36.98	Mid South Awards	
Navy Dress Coat	38800	\$ 188.99	Cruse	
Should Board with Gold Rank Bars	20916-12	\$ 12.50	Cruse	
White Long-Sleeve Dress Shirt	8431-WH	\$ 46.50	Cruse	
White Short-Sleeve Dress Shirt	8421-WH	\$ 39.50	Cruse	
Soft Uniform				
Men's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black, Navy, or White)	4436/4340/4242	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Men's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4406/4409	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4375/4376	\$ 39.88	Cruse	1ST PURCHASE-MUST TRY ON
Women's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	4420/4421	\$ 43.63	Cruse	1ST PURCHASE-MUST TRY ON
Embroidered Long-Sleeve Polo Shirt (Black)		\$ 42.98	Mid South Awards	
Embroidered Short-Sleeve Polo Shirt (Black)		\$ 36.98	Mid South Awards	
Men's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	74369-KHAKI/DKNVY	\$ 61.87	Cruse	
Women's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	64386-KHAKI/DKNVY	\$ 61.87	Cruse	

APPENDIX B – SCOPE OF WORK FOR QUARTERMASTER SERVICES

CONTRACT FOR UNIFORMS, EQUIPMENT AND QUARTERMASTER SERVICES BETWEEN THE CITY OF FAYETTEVILLE AND GALLS, LLC DBA CRUSE UNIFORMS AND EQUIPMENT (Galls/Cruse)

While the exact range and extent of services is subject to negotiation, it is anticipated Galls, LLC DBA Cruse Uniforms and Equipment shall provide, at 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 Appendix A. Galls/Cruse shall also offer a percentage off retail for pricing of all additional items not listed in Appendix A.
- 2.) Galls/Cruse 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 Galls/Cruse 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 allowed.
- 4.) If oversize, delivery charges, etc. are to be applied, the charges shall be declared with an upfront estimate. If no such charges are declared or listed, the invoice cost will stand as is and shall not be increased for such charges.
- 5.) Galls/Cruse 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. Cruse/Galls shall make every effort to deliver within seven (7) calendar days but shall in no event exceed fourteen (14) calendar days. Orders held by Galls/Cruse after specified time may be subject to cancellation of contract. The City understands unforeseen delays can occur; however, delays without unforeseen circumstances will not be acceptable or tolerated.
- 6.) Galls/Cruse submit samples if requested by the City. Samples will be returned if they are coordinated and picked up by Galls/Cruse or returned at the expense of Galls/Cruse.
- 7.) Items will be purchased on an as needed basis from officers needing uniforms and/or equipment.
- 8.) Galls/Cruse shall outline secured process as part of post-contract award procedures to present a clear and precise understanding 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

City of Fayetteville, AR

Vendor: Galls, LLC DBA Cruse Uniforms and Equipment

Appendix A to CONTRACT for Police Uniforms, Equipment & Quartermaster Services including handguns

Page 1 of 2

of the presented secure purchasing process. An authorized officer list will be provided to Galls/Cruse by the Fayetteville Police Department. Galls/Cruse shall check all purchases on provided listing prior to purchase being made.

- 9.) Galls/Cruse shall track each employee's annual use of uniform allowance and provide usage reports upon request. Post-contract award procedures shall include a description of how Galls/Cruse will comply with this requirement.
- 10.) Galls/Cruse selected shall restrict employees use of annual uniform allowance to items on the authorized uniform item list. Galls/Cruse shall be required to maintain a current copy of this authorized list for reference. Galls/Cruse 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 the manufacturer's suggested retail price (MSRP). Galls/Cruse shall be required to pass any price reductions to the City of Fayetteville.
- 12.) Galls/Cruse shall provide a local fitting for trousers, shirts, jackets, and any other items bid requiring fitting.
- 13.) Except for items marked as options, jackets, trousers, shirts, footwear, and leather gear shall be in stock by Galls/Cruse 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.
- 14.) Upon sale to City employee, Galls/Cruse 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.
- 15.) Statements and payments shall be based on a calendar month, at minimum.
- 16.) Galls/Cruse 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.

BILL OF SALE AND ASSIGNMENT

November 28, 2018

Cruse Uniforms and Equipment, Inc., an Arkansas corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the "Buyer"), and the Buyer hereby assumes and accepts from the Seller, all of the Seller's right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of November 5, 2018, by and among the Seller, the Buyer, Cindy Cruse and Steve Cruse (the "Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller's attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer's possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. The Seller, for itself and its successors and assigns, hereby covenants with the Buyer, its successors and assigns, that the Seller is the lawful owner of the Acquired Assets, that the Acquired Assets are free from all liens, charges and encumbrances, that the Seller has full right, power and authority to sell the Acquired Assets, and that the Seller will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

SELLER:

CRUSE UNIFORMS AND EQUIPMENT, INC.

By:  _____

Name: Steve Cruse



Title: President

BUYER:

GALLS, LLC

By: 

Name: Michael Wessner
Title: Chief Executive Officer

 www.glock.com	GLOCK, Inc.	USA	
	6000 Highlands Parkway Smyrna, GA 30082 USA Tel. +1 770 432 1202 Fax +1 770 433 8719		

Fayetteville Police Department
Attn: Willie Newman, Purchasing
100-A West Rock Street
Fayetteville, AR 72701

your reference	dated	our reference	Smyrna, GA 17-September-2018
----------------	-------	---------------	---------------------------------

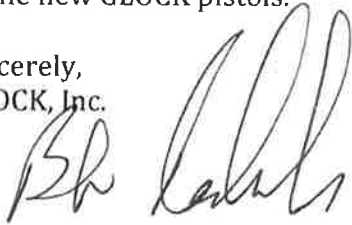
Re: Sole Source and Distribution Letter

Dear Mr. Newman:

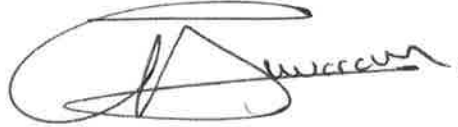
Please be advised, Cruse Uniforms, located at 1048 S. 48th St., Suite C, Springdale, AR 72762, is the only authorized law enforcement distributor of GLOCK pistols for the State of Arkansas, and is the sole source for procurement purposes of GLOCK weapon systems by law enforcement agencies located in Arkansas.

The GLOCK Distributor will handle with your agency all communications regarding pricing, terms and conditions, as well as the trade in, if any, of your out of commission firearms towards partial payment of the new GLOCK pistols.

Sincerely,
GLOCK, Inc.



Bob Radecki
National Sales Manager



Carlos Guevara
Vice President – General Counsel



October 18, 2018

Captain William Brown
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72701

Captain Brown:

I'm writing to confirm that Cruse Uniforms is the only authorized Blauer distributor within the state of Arkansas. Blauer products sold by Cruse Uniforms are covered by Blauer's standard warranty policies.

Respectfully,

Thomas W. Ames
Vice President
Marketing & Business Development
617-648-4245
tames@blauer.com