

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: V-30(5)

DATE: FEBRUARY 14, 2023

PRODUCT/SERVICE: VEHICLE OUTFITTING – POLICE EQUIPMENT

CONTRACT PERIOD: AUGUST 1, 2018, THROUGH JULY 31, 2023

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): DALE STEVENS

PHONE: 651.201.2448

E-MAIL: dale.stevens@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

**EMERGENCY AUTOMOTIVE
TECHNOLOGIES, INC.**

2755 Geneva Avenue No.
Oakdale, MN 55128

CONTRACT NO.

144563

TERMS

2% 10, NET 30

DELIVERY

**14 DAYS ARO
OR AS
SCHEDULED**

VENDOR NO.: 0000228936

POINT OF CONTACT NAME: Michael Schwartz

POSITION TITLE: President and CEO

Office: 651.765.2657 **Email:** mikes@eatimn.com

PLACING ORDERS: David Dixon

Office: 651.765.2657

Fax: 651.765.2660 **Email:** david@eatimn.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members
- ☐ Limited to the following entities only _____

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your

business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICE CERTIFICATION FORM REQUIREMENTS. Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

SPECIAL TERMS AND CONDITIONS

PURPOSE. The purpose of the Contract is to provide a source for material, labor and installation of lighting and emergency enforcement accessories in vehicles owned and operated by the Department of Public Safety, State Patrol Division (MSP), other State agencies, and Cooperative Purchasing Venture (CPV) members on an as needed basis.

SCOPE OF WORK. The Contract Vendor will provide all parts, unless otherwise supplied by the Agency, labor and expertise to install the lighting and emergency enforcement accessories in vehicles owned and operated by the State of Minnesota Department of Public Safety, State Patrol Division (MSP), State agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

No substitutions will be allowed unless prior approval is received from the State.

The State of Minnesota reserves the right to add or delete equipment, as needed, if the prices are mutually agreed by the State and the Contract Vendor.

NEW VEHICLE DELIVERY SCHEDULE. The MSP estimates that 100 new vehicles will be outfitted annually. With prior notice from the MSP, the new vehicles will be delivered to the Contract Vendor between May 1, and October 30, of the Contract year.

The Contract Vendor will make an inspection of the vehicles delivered by the dealer and will notify the MSP immediately of any apparent physical or mechanical damage.

The Contract Vendor will coordinate the pick-up schedule of the completed vehicles with the MSP representative.

Vehicles that have been completed by the Contract Vendor must be available for pickup in "showroom condition" which includes, but is not limited to, washed, vacuumed, interiors cleaned and free of incidental outfitting and storage-related debris, dirt, grime, etc. It is preferred that an onsite wash bay be available.

The Contract Vendor will be responsible for the installation of equipment in the classes and types of the MSP vehicles as outlined in Price Schedule A.

All equipment will be supplied by the Contract Vendor where noted. All vehicles will require new, color-coded, function marked, wiring harnesses to include three (3) additional 14-gauge conductors for future add-ons and related materials.

Phase I. Prior to the start of work, the Contract Vendor and the Agency representative will meet to outline the details of the production schedule and finalize all design planning. The final installation package details will be arranged with the Contract Vendor that will indicate what optional accessories will be installed. A check-off sheet will be provided for each vehicle indicating what optional accessories will be installed.

Phase II. The outfitting/rigging process will start immediately with a prototype planning and development phase with actual production output expected within three (3) weeks of the initial vehicle delivery. Full production, which will be a minimum of five (5) vehicles per week, is then expected within two (2) weeks from the start of the second phase.

A bound set of comprehensively diagrammed outfitting package electrical schematics for each model year (and vehicle type, if applicable), suitable for diagnostic and service work clearly indicating all origins and destinations, will be required from the Contract Vendor. In addition, the Contract Vendor must supply the Agency with a complete spare parts list, identifying the manufacturer and contact numbers, component number (or applicable interchange), and applicable warranty period.

The MSP may have occasion to have a fifth specialty class, primarily Commercial Vehicle Enforcement Pickups/SUV's outfitted. The State reserves the right to amend the Contract through a mutually agreed upon amendment adding in the components and labor required for that outfitting. Pricing for this outfitting must be at the same percentage markup used in the computation of the component and labor pricing contracted for the **other classes and types of vehicles under Contract**.

The accessories listed in Price Schedule B are to be supplied by the Contract Vendor. These items are considered options and will be used as directed by the MSP representative.

RETIRED VEHICLES. During the course of the year, the MSP may have occasion to retire fleet vehicles. All retired fleet vehicles must be returned to a legal, road-ready condition with respect to all mechanical and electrical components impacted by the removal of the law enforcement equipment. Equipment that was previously removed from new MSP vehicles when delivered by the automobile dealer will be reused in the retired vehicles and must be matched by the manufacturer's model year.

The Contract Vendor must completely strip all law enforcement equipment from the vehicles except for the decals. Removal of the decal package and any final auction detailing will be done by the MSP. The Contract Vendor must plug (not tape) all antenna and wiring harness holes in the vehicles.

The Contract Vendor must carefully remove and inventory all equipment installed on the vehicles. The Contract Vendor must provide the MSP with the inventory list of the equipment, by VIN and vehicle license number. Equipment, including, but not limited to, pursuit intervention devices, storage brackets such as Stop-Stick, and radio wiring harnesses may be re-used in new vehicles if directed by the MSP. The MSP will advise the Contract Vendor which equipment will be re-installed in new vehicles, which equipment will be scrapped or destroyed, and the disposition method to be used for scrapped or destroyed equipment.

After the retired vehicles have been returned to their original state with the removal of all law enforcement equipment and the installation of original equipment previously removed, the Contract Vendor will notify the MSP to make arrangements for the vehicle to be removed for detailing.

The cost for providing the salvage work on the retired vehicles, including, but not limited to, the inventorying of the law enforcement equipment removed, storage of equipment to be re-used, and the disposition of equipment that will be scrapped or returned to the MSP, will be at the price submitted on Price Schedule B.

WORK TOOLS. The Contract Vendor is solely responsible for providing any and all work tools and equipment required for the performance of the Contract. No additional expenses including, but not limited to, shop supplies and environmental fees, may be charged.

USED PARTS. The MSP may require the use of used parts from the MSP inventory. A credit for the new accessory items being replaced with the used part must be shown on the invoice for the vehicle that received the used parts.

INVOICE PROCEDURES. In order to facilitate vehicle records in the State's M5 Fleet/Asset Management System, the State Patrol **must receive a final invoice** for work completed **within two (2) days** of vehicle acceptance by the MSP. The invoice must be itemized by vehicle number, match the Outfitting Work Sheet provided by the MSP, and include the Item Number from the Price Schedules.

One (1) original and one (1) copy of each invoice are required.

TRAINING. The Contract Vendor is required to have conference and training room space (with electronic media such as DVD player, monitor, telephone, etc., as needed) at the production facility with minimum seating capacity for eight (8) people to allow for the MSP driver briefings and orientations on vehicle assignment days.

If requested by the MSP, the Contract Vendor must provide training to the end-users on how to operate and service the various pieces of equipment installed by the Contract Vendor. This instruction will be up to four (4) hours per individual and will be at no additional cost to the State.

RADIO OUTFITTING. Supervision of the installation of the MSP main transceiver, 800 MHz radio, MDC docking station, GPS systems and related radio modems, repeater units as applicable, and the radio control head will be done by MnDOT personnel at the Contract Vendor's location for the first few production vehicles. After the initial units are checked and

certified by MnDOT personnel, it will become the Contract Vendor's responsibility to install this equipment in an identical manner for subsequent vehicles, with MnDOT assistance as needed.

The Contract Vendor shall provide all labor, miscellaneous wiring parts, and procedures needed to equip the MSP vehicles with a properly functioning communications package. All work in this area will be monitored by MnDOT Office of Electronic Communications personnel.

The above work and service generally includes the installation of:

- (1) Provision for radio re-broadcast when wiring the siren controller
- (2) Repeater cable installation for most non-metro units and MDC cabling in metro vehicles
- (3) Repeater mounting tray (as applicable), piggyback rack, and repeater switch box
- (4) UHF antenna and related equipment
- (5) Multi-band scanner antenna, main radio antenna, and related cabling
- (6) Radio mounting plate/brackets and hook switch hang-up box
- (7) Motorola XTL5000 or APX6500 ignition and main radio cables (as applicable)
- (8) All related solenoids and/or relays, fuse boxes, and spike suppression components
- (9) All required speakers

Detailed instructions and assistance for the initial units will be provided to the Contract Vendor by MnDOT. Primary parts for the first few installations will also be provided by MnDOT. Subsequent installations will utilize main components salvaged by the Contract Vendor from retired vehicles left at the Contract Vendor's facility. Communications related solenoids/relays, wiring, and components will be installed with new parts supplied by the Contract Vendor. All such parts must comply with Federal Motor Vehicle Safety Standards (FMVSS) and Society of Automotive Engineers (SAE) standards.

Mobile radio/MDC certifications and/or exhibited technical skills and experience are critical requirements for the Contract Vendors technical/mechanical support staff. The ability to work with MnDOT Office of Electronic Communications personnel on a professional level is also a crucial requirement for the Contract Vendor.

MnDOT's *Installation Guidelines* (Attachment A) provides a general overview of the required installation standards for this project.

PRICES. Prices will be firm for the initial term of the Contract. After the initial term and upon mutual agreement by the State and Contract Vendor via a fully executed amendment to the Contract, escalation may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs. See Pricing below for current Contract pricing.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

All manufacturers' decreases in costs of the parts furnished by the Contract Vendor must be passed on to the State of Minnesota.

[Price Schedule A – 2021 + Newer Model Year by Class](#)

[Price Schedule B – Optional Items](#)

[Price Schedule C – Minneapolis Requested Additions](#)

Additional Rental Space:

Rental of 7600 square feet of secured, indoor, and unheated storage space exclusively for Minnesota State Patrol (MSP) equipment and vehicles at 11320 Upper 33rd Street N, Lake Elmo, MN 55042 at the rental rate of \$3,000.00 per month due and payable on the 1st of the month. Rent will be pro-rated for the first month of occupancy. The term of the rental space will coincide with the term of Contract No. 144563.

NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

VERIFYING THE CONTRACT PRICES. The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

<u>PRODUCT OR SERVICE</u>	<u>UNSPSC CATEGORY CODE</u>
Vehicle Parts, Options, and Attachments Labor Costs	25174800
Tables 1 through 10 – Various Class and Types of Vehicles	25174800
Non-Taxable Items	25174800
Taxable Items	25174800
Removal & Salvage of Parts	25174800
Labor Costs	78181507
Vehicle Modification Optional Equipment	25174800
Lease, Storage Space Non-State Owned	78181702

REVISIONS.

02/14/2023	Contract amended with Price Schedule E DELETED and REPLACED with Price Schedule C incorporated into Contract No. 144563 through Amendment 11, Attachment A.
10/01/2022	Contract amended through Amendment No. 10 to include the rental of 7600 square feet of secured, indoor, and unheated storage space for Minnesota State Patrol (MSP) equipment and vehicles.
09/01/2022	Contract extended through 7/31/2023 at the same terms and conditions through Amendment 09. Price Schedules A, B, C, and D to Contract #144563, DELETED and REPLACED with revised Price Schedules A and B, Attachment A to Amendment No. 09.
03/25/2022	Contract amended with changes to Price Schedule E and incorporated into Contract No. 144563 through Amendment 08, Attachment A. Vaccination/Testing requirements also added to the Contract.
09/01/2021	Contract extended through 8/31/2022 at the same terms and conditions. Price Schedules A, B, C, and D to Contract #144563 replaced with revised Price Schedules A, B, C, and D to Amendment No. 06.
04/16/2021	Contract amended with changes to Price Schedule E and incorporated into Contract No. 144563 through Amendment 05, Attachment A.
09/01/2020	Contract extended through 8/31/2021 at the same terms and conditions. Price Schedules A, B, C, and D to Contract #144563 replaced with revised Price Schedules A, B, C, and D to Amendment No. 04.
08/01/2020	Contract extended through 8/31/2020 at the same prices, terms, and conditions.
03/01/2020	Price Schedules A, B, C, and D to Contract #144563 replaced with revised Price Schedules A, B, C, and D to Amendment No. 02.

01/01/2020 Price Schedules A and B to Contract #144563 replaced with Price Schedules A and B to Amendment No. 01. Price Schedules C and D added to Contract #144563 in Amendment No. 01.

ATTACHMENT A

**MnDOT OFFICE OF ELECTRONIC COMMUNICATION (OEC)
INSTALLATION PROCEDURES**

1. Use a fused 6-gauge red wire between battery + and relay on high amperage installs (greater than 30 amps). Use a fused 12-gauge red wire between battery + and relay on low amperage installs (less than 30 amps). Keep wire to 24 inches, or less, in length.

Reason: *Safety.*

2. Use the factory-supplied fused, red wire from the battery + to the radio PA fuse. Keep distance between battery + and fuse to 24 inches, or less, in length.

Reason: *Safety and manufacturer's guidelines.*

3. All wiring and fusing must meet Automotive Manufacturer's Engineering (AME) codes.

Reason: *Safety & Manufacturer's Guidelines.*

4. Cable/Wire Routing: Holes for routing wiring should be protected from possible damage (heat, weather, sharp metal edges). Utilization of grommets, wireloom, caulking, and/or other techniques is suggested.

Reason: *Safety.*

5. Contact/Connection Corrosion Protection. Use a liquid electrical tape, or similar nonconductive sealant, on wire connections made in the engine compartment (light flasher units, relays, breakers, etc.).

Reason: *Reduce failures and maintenance costs.*

6. Relays should be activated by accessory (ACC) switch position (and a siren controller switch when applicable).

- (a) Ground relay to body of the vehicle when a special mount is used. This will prevent intermittent relay operation if the mount loosens or the mount attachment corrodes/rusts.

Reason: *Quality Control to require less maintenance.*

- (b) Mount relay in an accessible location.

Reason: *Reduce maintenance repair time.*

- (c) Install diode across coil of relay.

Reason: *Prevent coil inductive voltage spike when relay is turned off. Prevent damage to other electronic systems.*

- (d) Note: Currently recommending a **BOSCH relay #0-332-019-155**, with built-in diode protection, and the accompanying wiring plug assembly.

7. **Antennas:** VHF roof mount with 16 inches of ground plane (unobstructed radius around base of antenna). UHF mount with 7 inches of ground plane; 800 MHz mount with 3 inches of ground plane.

Reason: *Optimum antenna performance.*

8. All antenna locations should be agreed upon by agency and OEC prior to initial installation program. OEC will provide guidance on advantages and disadvantages of antenna locations to the agency.

Reason: *Performance and Safety.*

9. For undercover/disguise type antennas, work with both the customer and the manufacturer's guidelines to

recommend the best location for all types of antennas.

Reason: *Optimum antenna performance.*

10. **Stacks:** When back of equipment in the stack is not exposed, an adequate amount of excess cabling/wiring shall be left in order to allow removal of equipment for maintenance. Keep back of control head (programmable type) reasonably accessible.

Reason: Reduce maintenance repair time.

11. All mounted equipment shall not be installed in an "air bag zone." This applies to both the driver and passenger air bag inflation zones.

Reason: *Safety.*

12. Speakers should be exposed and positioned for ease of operator hearing. Note that some manufacturer's speakers are directional (GE Delta).

Reason: *Safety.*

13. Auxiliary equipment should be wired in the following manner:

- | | | |
|-----|-------------------|---------------|
| (a) | Control Head: | +12V Switched |
| (b) | Siren Controller: | +12V Constant |
| (c) | Scanner: | +12V Constant |
| (d) | C.B.: | +12V Switched |
| (e) | MDC: | +12V Constant |
| (f) | Arrow Stick: | +12V Constant |

Reason: *System uniformity - reduced maintenance time.*

14. Provide ground to stack from battery negative. Use this point for all stack equipment. Wire should be 10 or 12 gauge.

Reason: *Reduce unnecessary maintenance due to poor ground connections.*

15. For undercover/disguise control head, speaker, and microphone locations; work with customer for desired hidden locations. Advise of advantages and disadvantages of locations. Speakers should not be put under seats. Putting speakers under the dash is a preferred location. Control head and microphone placement locations should be considered to maximize utility or concealment, and to minimize obvious holes drilled in dashboard or on floor.

All radios must have a complete system check performed by an OEC radio shop. The system check will include, but is not limited to, a frequency check, modulation check, output power check, receiver sensitivity check, and a vehicle defense check. The shop will be responsible for entering the system check into the OEC radio tracking systems. This data record is required by FCC for all installs.

Reason: *FCC requirement and proper system operation.*

16. Wiring diagrams should be provided for the complete installation. They should be available to all OEC radio shops whether this install is done by OEC or an outside vendor.

Reason: *Maintenance cost savings.*

17. A complete service manual, installation manual, maintenance manual, and parts list should be provided for all new equipment used. A list of available vendors and equipment warranty periods should be included. This will provide OEC and the agency with a list of parts required to maintain the equipment.

Reason: *Maintenance efficiency and decrease equipment downtime.*

18. Review OEC diagrams and policies for radio and agency.

Contract Release: V-30(5)

Reason: *Maintenance, Quality, and Consistency.*