



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 21, 2024

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Peter Hullinger, Fire Chief
Shawn Hugg, Deputy Fire Chief
Emily Frontera, Purchasing Manager

Subject: Contract Extension – HAAS Alert: Safety Cloud Advanced Collision Prevention System – Fire Department

History

Beginning April of 2021, in cooperation with HAAS Alert: Safety Cloud & Stellantis (formerly FCA Automotive), the Troy Fire Department entered into a one-year evaluation and trial phase of the HAAS Alert system. During this trial, all hardware and infrastructure was provided free of charge. HAAS Alert: Safety Cloud delivers real-time digital alerts advising drivers to avoid the area, or slow down and move over when responders activate apparatus emergency lights. These are delivered via apps such as Waze and Apple Maps, navigation systems, or mobile devices, to drivers approaching an emergency scene, or up to 30 seconds in advance of an approaching emergency apparatus. These notifications can reduce the risk of collision by up to 90%.

On July 11, 2022, Troy City Council awarded a three (3) contract between the Troy Fire Department and HAAS Alert for 24 Fire Department Vehicles (Resolution #2022-07-098). Since this contract was enacted, the TFD has alerted in excess of 4,000 drivers per month to either approaching emergency vehicles, or to emergency scenes in the driver's path of travel, potentially being rerouted around these emergency scenes.

Purchasing

Pricing for a five (5) year subscription renewal has been secured by *HAAS Alert of Chicago, IL* as detailed in the attached agreement for \$414.58 per year per vehicle for an estimated total annual cost of \$9,950.00. HAAS Alert has successfully met contractual service requirements and City of Troy's expectations. Additionally, by entering into a five-year subscription contract and assisting in product testing, the City is able to receive a 13% discounted subscription rate saving the City a total of \$7,463.40 over the five-year term.

Financial

Funds are budgeted and available annually in the Fire Department Contractual Services Computer Maintenance Account Number 101.336.343.802.040.



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Recommendation

In the best interest of the City, City Management recommends waiving the bid process and approving a renewal of the contract to the sole source provider, *HAAS Alert of Chicago, IL*, for the HAAS Alert: Safety Cloud Advanced Collision Prevention System, currently encompassing 24 vehicles for the Troy Fire Department, for a five-year subscription period, at an estimated annual cost of \$9,950.00.

City Management further recommends authorization to add vehicles to the contract as required, per the rates established in the contract.

HAAS Alert Service Proposal

Smarter Alerts, Safer Roads.

Safety Cloud® by HAAS Alert lets responders and roadway workers digitally alert drivers for safer roads.



Prepared for:
Shawn Hugg
Troy Fire Department

Created by:
Nic Chiaramonte
HAAS Alert

Date:
Jun 10, 2025
Document ID: 34138580093

Quote

The Pricing Option(s) for the HAAS Alert digital alerting solution we discussed is/are shown below

Service start date: 07 / 11 / 2025
(30 days after signing)

Payment Term: Annually

Service & Fees

Safety Cloud Service (HA-7)

Safety Cloud Annual Service - Through HAAS Alert Transponder

Contract term (months) 60

Quantity: 24

Unit Price **\$476.77 per year**

Discount **\$1,492.48**

Price per item **\$414.58 per year**

Total **\$9,950.00 per year**

Initial Payment

\$9,950.00

Total Contract Value

\$49,750.00

Notes

- Pricing reflects discounted rate rate
- "Service Term" begins 30 days after signing and extends through the Term length indicated above
- Net Price excludes shipping & handling and appropriate sales taxes

HAAS, Inc. Sales Contract

This Sales Contract ("**Contract**") is made effective as of the Effective Date, by and between HAAS, Inc., of 2071 N Southport Ave, Suite 206, Chicago, IL 60614, ("**HAAS**"), and Customer.

1. **ITEMS PURCHASED:** HAAS agrees to sell, and Customer agrees to buy, the products listed in the accompanying Safety Cloud Proposal ("Proposal") in accordance with the terms and conditions of this Contract. This Contract will remain in effect until the expiration of the Service Term outlined in the Proposal.
2. **PAYMENT, SHIPPING and TAXES:** Customer's payment and billing terms are set forth in the Sales Contract. All payments made to HAAS under an Order Form are non-refundable. HAAS shall add shipping costs associated with any shipment of physical goods, when applicable. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at two (2) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. Customer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. Customer may be required to provide a tax exemption certificate.
3. **SERVICE RENEWAL:** Unless you notify HAAS in writing of your intent to cancel at least thirty (30) days prior to the Service End Date, the Service Term will automatically renew for up to the same period as the immediately preceding license term at any time up to ninety (90) days after the Service End Date. HAAS may change the amount of fees due at the start of each renewal term by giving no less than thirty (30) days notice prior to the end of the expiring term.
4. **TERMINATION:** HAAS may terminate these Terms, any Sales Contract, and your access to and use of the HAAS Services at its sole discretion, at any time upon notice to you. However, if HAAS so terminates at its convenience and not as otherwise set forth in these Terms or the applicable Sales Contract or due to your breach thereof, then HAAS will provide you with a Refund. Unless otherwise set forth herein or in the applicable Sales Contract, an Sales Contract cannot be terminated prior to the Service End Date.
5. **HARDWARE:** Costs for any Hardware provided by HAAS are included in the Proposal, unless otherwise stated. Customer will fully own Hardware unless otherwise stated in the Proposal.
6. **WARRANTIES.** HAAS warrants that the hardware shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the start of the Service Term.
7. **INSTALLATION and SETUP:** If applicable, the Customer shall be responsible for the proper installation and setup of any necessary hardware required to access and utilize HAAS's software services ('Hardware'). This includes, but is not limited to, procuring necessary equipment, connecting the Hardware to the appropriate networks or systems, and ensuring that all hardware components are correctly integrated and functioning as intended. If Customer is unable to install the Hardware, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. The Customer acknowledges that any failure to comply with these requirements may impact the performance and functionality of the software services.
8. **REMEDIES ON DEFAULT:** If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. Should the default be on the part of the Customer, in accordance with this section, the Customer will be subject to an early termination fee equal to the amount of all fees and other amounts due and to become due hereunder.

Such termination fee shall be paid in accordance with Section 2. This Section 8 shall survive the termination of this agreement for any reason. Should the default be on the part of HAAS, the Customer will be subject to a refund equal to the amount of all fees paid for services not yet rendered, prorated on a straight-line basis over the duration of the Service Term.

9. **DISPUTE RESOLUTION:** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association.
10. **ASSIGNMENT:** HAAS may assign or transfer this Contract without prior written consent of the Customer. HAAS will notify Customer after assignment or transfer.
11. **APPLICABLE LAW:** This Contract shall be governed by and construed according to the laws of the State of Illinois without reference to its conflicts of law principles.
12. **END USER LICENSE AGREEMENT:** Customer agrees that all services provided under this contract shall be used in accordance with HAAS Alert's End User License Agreement, that shall be modified from time to time and is available at <https://www.haasalert.com/eula>.
13. **SEVERABILITY:** To the extent that any provision of this Contract is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the Parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this contract shall continue in full force and effect with respect to all other provisions.

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Customer Information

Billing Information

Billing Contact Name:

Shawn Hugg

Billing Street:

500 W Big Beaver Rd

Billing Phone:

2485243422

Billing City:

Troy

Billing Email:

shawn.hugg@troymi.gov

Billing State:

MI

Shipping Information (No PO Boxes)

Recipient Name:

Shawn Hugg

Company Name:

Troy Fire Department

Recipient Phone:

248-524-3422

Recipient Email:

shawn.hugg@troymi.gov

Street Address 1:

500 W. Big Beaver Rd

Street Address 2:**City:**

Troy

State:

MI

Zip Code:

48084

Country:

US

By signing, you are agreeing to the pricing option(s) above and sales contract found on the following page(s).



Jun 11, 2025

Shawn Hugg

Troy Fire Department

CERTIFICATE *of* SIGNATURE

REF. NUMBER
2QTUE-M9KB2-MUED3-QT8K9

DOCUMENT COMPLETED BY ALL PARTIES ON
11 JUN 2025 12:22:03 UTC

SIGNER

SHAWN HUGG

EMAIL
SHAWN.HUGG@TROYMI.GOV

SHARED VIA
LINK

TIMESTAMP

SENT
10 JUN 2025 17:59:09 UTC

VIEWED
11 JUN 2025 12:20:27 UTC

SIGNED
11 JUN 2025 12:22:03 UTC

SIGNATURE



IP ADDRESS
151.181.38.98

LOCATION
TROY, UNITED STATES

