



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant Manager
Dee Ann Irby, Controller
Alex Bellak, Information Technology Director
Peter Hullinger, Fire Chief
Shawn Hugg, Staff Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – 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%.

A transformational step towards more connected and protected roadways occurred in September of 2021, when international automaker Stellantis announced it would began offering owners of Chrysler, Dodge, Jeep, Ram, Fiat and Alfa Romeo vehicles a free over-the-air software update to incorporate the Emergency Vehicle Alert System or EVAS, which is powered by HAAS Alert's Safety Cloud.

Since the integration of HAAS Alert: Safety Cloud in 20 fire department apparatus and Staff vehicles, 20,451 drivers have been alerted to approaching emergency vehicles or advised and potentially re-routed around emergency scenes.

Purchasing

- The thorough one-year evaluation conducted by the Fire Department for the HAAS Alert: Safety Cloud, the sole source provider of the alerting technology, sufficiently determines that the system meets all expectations and is in the best interest of the City to waive the bid process and purchase the system.
- Pricing for a three-year subscription has been secured by HAAS Alert as detailed in the attached agreement for 24 vehicles.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available annually in the Fire Department Contractual Services Computer Maintenance Account Number 101.336.343.7802.040.

Recommendation

In the best interest of the City, City Management recommends waiving the bid process and approving a contract to the sole source provider, *HAAS Alert of Chicago, IL*, for the HAAS Alert: Safety Cloud Advanced Collision Prevention System, encompassing 24 vehicles for the Fire Department for a three-year subscription period, for an estimated annual cost of \$12,000.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

PREPARED FOR:

Buyer: Troy Fire Department
Attn: **Shawn Hugg**
Troy, MI

DELIVERED BY:

HAAS Alert
PO Box 8237
Chicago, IL 60680

On behalf of HAAS Alert, I am pleased to provide the following price quotation to activate your fleet with HAAS Alert Safety Cloud® service. In doing so, nearby motorists will receive real-time alerts via their vehicle system or popular mobile navigation applications (e.g., Waze).

To activate your fleet with HAAS Alert Safety Cloud service, the HA-5 is installed in each unit and connected to the unit's power supply and lights system. Once installed, there is no further action required. When your team is responding to an emergency and engages the Lights & Sirens, nearby motorists will receive alerts today through Waze. As we add on more alert partners (e.g., mobile navigation apps, car manufacturers), more drivers will receive alerts.

Pricing and payment options are found on the next page followed by our sales contract.

We appreciate the opportunity to work with you and enable greater safety to your people and your fleet.

Nicholas Chiaramonte

Fleet Sales Account Executive, HAAS Alert
nic@haasalert.com



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

Description	Unit Price (per term)	# of Vehicles	Discount	Net Price (per term)
R2V Subscription - 3 Years - Paid Annually Includes: Hardware + Service	\$489.00	24	-\$293.40	\$11,442.60
Total				\$11,442.60

Pricing is valid for 60 days

Subscription start date and end date ("Service Term") indicated on 1st invoice

Net Price excludes shipping & handling and appropriate sales taxes

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

Shawn Hugg

Effective Date

July 1, 2022

PO #

HAAS, Inc. Sales Contract

This Sales Contract ("**Contract**") is made effective as of the Effective Date, by and between HAAS, Inc., of 1651 N Whipple St, Chicago, Illinois 60647, ("**HAAS**"), and Buyer.

1. **ITEMS PURCHASED.** HAAS agrees to sell, and Buyer 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.** Payment(s) shall be made to HAAS, Inc., P.O. Box 8237 Chicago, Illinois 60680 as set forth in the Safety Cloud Proposal. HAAS shall add shipping costs to invoices 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. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.
3. **PAYMENT OF TAXES.** When applicable, Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. Buyer may be required to provide a tax exemption certificate.
4. **SERVICE RENEWAL:** The Service Term will automatically renew for successive periods of one (1) year each. HAAS may change the amount of fees due at the start of each renewal term by giving no less than sixty (60) days notice prior to the end of the expiring term. Buyer must provide at least sixty (60) days written notice of intention to cancel renewal to support@haasalert.com.
5. **EQUIPMENT:** Costs for any equipment provided by HAAS are included in the Proposal, unless otherwise stated. Buyer will fully own equipment unless otherwise stated in the Proposal.
6. **WARRANTIES.** HAAS warrants that the equipment 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. **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 Buyer, in accordance with this section, the Buyer 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 7 shall survive the termination of this agreement for any reason. Should the default be on the part of HAAS, the Buyer 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.
8. **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.
9. **ASSIGNMENT.** HAAS may assign or transfer this Contract without prior written consent of the Buyer. HAAS will notify Buyer after assignment or transfer.
10. **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.
11. **END USER LICENSE AGREEMENT.** Buyer 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>.
12. **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.