



## COOPERATIVE PURCHASE AGREEMENT NO. 6478

### Access Control CCIA APC Replacement

THIS **Access Control CCIA APC Replacement Cooperative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Firetrol Protection Systems ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Cooperative Agreement.** Contractor has agreed to provide Access Control CCIA APC Replacement in accordance with its agreement with Buy Board #751-24 (the "Cooperative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Cooperative Agreement, this Agreement shall govern to the extent allowed by the Cooperative Agreement.
- 2. Scope.** Contractor will provide Access Control CCIA APC Replacement in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The term of this Agreement is six months beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-months periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for a fixed amount of \$189,236.60, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Invoices must be mailed to the following address:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

5. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Barb Minor, Information Technology  
1201 Leopard Street, Corpus Christi, Texas 78401  
361-826-3524  
Fax: N/A

**IF TO CONTRACTOR:**

Firetrol Protection Systems  
Attn: Troy Diamond, Sales  
4410 Dillon Lane, Suite 38, Corpus Christi, Texas 78415  
Phone: 361-851-2632  
Fax: 361-851-1886

6. **Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

7. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment C by the manufacturer, for the period stated in the Warranty Requirements included in Attachment D, which is attached and incorporated by reference into this Agreement as if fully set out here in its entirety.

8. **Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of this agreement.
9. **Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

## CONTRACTOR

Signature: Matt Jordan  
Matt Jordan (Apr 15, 2025 09:25 CDT)

Printed Name: Matt Jordan

Title: District Manager

Date: 04/15/2025

## CITY OF CORPUS CHRISTI

Sergio Villasana

Director of Finance & Procurement

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

Approved as to legal form:

Assistant City Attorney \_\_\_\_\_ Date \_\_\_\_\_

**Attached and Incorporated by Reference:**

## Attachment A: Scope of Work

Attachment B: Quote

## Attachment C: Insurance Requirements

Attachment D: Warrant

## Attachment E: Federal Requirements

**Incorporated by Reference Only:**

## Cooperative Agreement: Buy Board #751-24

## **ATTACHMENT A: SCOPE OF WORK**

**PROJECT NAME:** Access Control CCIA APC Replacement

**PROJECT ADDRESS:** 1000 International Drive, Corpus Christi, Texas 78406

### **Scope of Work:**

The City of Corpus Christi, which owns and operates the Corpus Christi International Airport (CCIA), is interested in upgrading the access control system for the entire airport. The entire airport consists of 163 doors and gates under access control. This project is to update the oldest panels to current standards. Replacement parts for these old panels are no longer available and these panels are not supported in the next version of our access control software.

1. Contractor shall provide new controllers to replace old APCs. Provide new wire from controllers to card readers. Terminate wire to controllers and readers. Program controllers.
2. Contractor shall provide the following access control warranties: Labor must be warranted by Contractor for the span of one year. All hardware must be warranted by the manufacturer for the span of one year.
3. All work will be completed by Contractor within 180 days from the start of the project.

### **List of doors to be upgraded**

1030 custodial office  
employee parking in  
employee parking out  
109B belly cargo to ramp  
belly cargo roll up north  
belly cargo roll up south  
1078 IT office  
O&M test reader  
1076 IT office MDF  
1073 communications  
1066 double door by command to Jet bridge office hallway  
admin to terminal  
admin to lobby  
TSA glass double doors  
1071 Command Center to O&M stairwell  
1115 TSA Bathroom to Jetbridge Office Hallway  
elevator 3 1st floor  
elevator 3 2nd floor  
42A concourse to O&M stairwell 4  
42B O&M to O&M Stairwell 4  
O&M concourse to lobby  
O&M temp to O&M lobby (OM lobby to CBP office)  
1092A/B baggage claim west rollup  
1093A baggage single door  
1093B baggage claim oversized rollup  
1094A/B baggage claim east rollup  
O&M badging office  
2070 restaurant to sterile kitchen  
O&M stairwell 2 to rental car lot  
1074 command center  
1065 station 3  
jetway 1  
jetway 2  
jetway 3  
jetway 5  
jetway 6  
1214 TSA stairwell 3 to west breezeway  
2072 TSA hallway to sterile  
1324 CBP office hallway to ramp  
gate 6 lobby to FIS stairwell  
FIS stairwell to west breezeway  
emergency door jetway 3&5 - monitor only  
emergency door jetway 1&3 - monitor only

## ATTACHMENT B: QUOTE



**FIRETROL**  
Protection Systems

4410 Dillon Lane Suite 38, Corpus Christi, Texas 78415  
Office (361) 851-2632, Facsimile (361) 851-1886, [www.firetrol.com](http://www.firetrol.com)

February 10, 2025

### **Access control CCIA APC replacement**

Firetrol is grateful for the opportunity to submit the following proposal: Provide new controllers to replace old APCs. Provide new wire from controllers to card readers. Terminate wire to controllers and readers. Program controllers.

#### **Access control Scope of Work:**

Firetrol will provide services as listed:

1. Provide new controllers to replace old APCs.
2. Provide new wire from controllers to card readers.
3. Terminate wire to controllers and readers.
4. Program controllers.

This proposal does not include conduit, back boxes, stub ups or raceways.

Any collapsed conduit is the responsibility of electrical contractor.

This proposal does not include core drilling, penetrations or fire stop calking.

This proposal excludes all painting, patching, cutting and ceiling tiles.

Electrical contractor is to provide 120V AC circuits to all panels.

Electrical contractor is to provide any man lift necessary to complete this project.

This proposal is only for the work specified above.



# **FIRETROL**

## **Protection Systems**

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### **Clarifications**

- Customer to provide fabrication area lay down area, restroom facilities and 120VAC power for construction crews.
- The installation labor is warranted for one year.
- Firetrol is not responsible for any project delays that occur as a result of an emergency or act of God.
- No cost is provided for repairing sheet rock or painting/wall papering. These repairs are to be supplied by others.

### **Cancellation Charges**

- Firetrol would recoup any cost for:
- Return freight, restocking fees and any materials purchased which could not be returned for refund.
- Material/equipment installed for which payment of such has not been received.
- Design/engineering and installation labor cost incurred for which payment of such has not been received.
- Five (5) percent of total project cost for demobilization.

### **Commercial Considerations**

- This estimate is valid for 60 days.
- The proposed cost does not include taxes. If Firetrol is to collect and remit taxes, this proposal must be adjusted to include taxes.
- Terms of payments are net 30 days.
- Pricing is based on a workweek of Monday through Friday. 8am-5pm.
- This proposal does not include cost for overtime work as described above. Overtime will be invoiced at time-and-a-half, and double-time for Sundays and holidays.





# FIRETROL Protection Systems

4410 Dillon Lane Suite 38, Corpus Christi, Texas 78415  
Office (361) 851-2632, Facsimile (361) 851-1886, [www.firetrol.com](http://www.firetrol.com)

Part#	Quantity	MSRP	BuyBoard price	Total
GSTAR-GCM	8	5,410.00	3,678.80	29,430.40
GSTAR-ACM	16	2,935.00	1,995.80	31,932.80
PSX-WPISU16E8S	6	2,710.00	2,493.20	14,959.20
PSX-WPISU32E12S	1	6,785.00	6,242.20	6,242.20
SCR-SE-921P HID Reader	85	595.00	547.40	46,529.00
Access composite cable	6	1,100.00	N/A	6,600.00
Freight	1	N/A	N/A	1,800.00
LABOR – SECURITY	352	N/A	135.00	47,520.00
Labor project manage	16	N/A	135.00	2,160.00
MISC HARDWARE	1	800.00	N/A	800.00
SFK-DS004-WIEGAND				
SURE-FI WIEGAND	1	1,263.00	N/A	1,263.00

## Project Investment:

**CCIA Access control proposal:**

**\$189,236.60**

**Buy Board Contract 751-24**

We appreciate the opportunity to assist you with this project and look forward to receiving your response. Should you have any questions or comments please contact me.

Respectfully,

*Troy Diamond*

Troy Diamond  
361-728-5188 cell

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
DATE

X \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME/TITLE

## ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in the Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including:  1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy.
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**BOND REQUIREMENTS:** There are no bonds required for this Service Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

The Contractor shall provide the following access control warranties: Labor must be warranted by Contractor for the span of one year. All hardware must be warranted by the manufacturer for the span of one year.

## **ATTACHMENT E: FEDERAL REQUIREMENTS**

### **E.1 GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **E.2 Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities

and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **E.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).