



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

January 12, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: APPROVE A FIRST AMENDMENT WITH CML SECURITY, LLC FOR SECURITY CAMERA UPGRADES AT THE JUVENILE JUSTICE CENTER

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a First Amendment to Procurement Contract No. 18559 with CML Security, LLC (Principal: Ron Green; Location: Erie, Colorado) to complete a security camera system upgrade at the Juvenile Justice Center increasing the contract amount to add additional cameras and equipment to the existing system, with no change to the current contract term of 9/3/19 to 9/2/21, increasing the total contract amount from \$1,432,127 to \$1,455,548 (\$23,421 increase); and
- B. Adopt a Resolution to waive the County's competitive bid requirements for CML Security LLC with respect to this contract amendment to ensure that the security camera system upgrade project at the Juvenile Justice Center is completed.

DISCUSSION/SUMMARY:

On September 17, 2019, your Board approved (Item No. 62) a contract with CML Security, LLC to upgrade the Juvenile Justice Center's (JJC) security camera system.

The security cameras at JJC ensure the safety and security of the youth, staff and the public. The previous camera system was installed in 2007 and lacks modern features. For example, the cameras are analog, thus resulting in poor image resolution and lacks the ability to record sound. Moreover, due to the placement of the current cameras, they do not cover all required areas.

This amendment will allow for the purchase of additional cameras to cover all areas of facility, install patch panels at all switch connections, and the additional labor costs to complete the project. This amendment is needed to support the continued operation of the current central control system used at JJC and to ensure safety and compliance with the Federal Prison Rape Elimination Act (PREA) requirements for detention facilities.

SELECTION CRITERIA/PROCESS:

ACPD began to work with General Services Agency – Procurement (GSA) on a Request for Proposal for a new security camera system. However, due to the integration with JJC's current central control system, GSA advised ACPD to use the same vendor for the camera upgrades.

CML Security, LLC continues to be the sole authorized provider of these products and services. On December 16, 2020, GSA approved Sole Source No. 7121 as per section VI. Non-Competitive, C. Absolute Compatibility. Additional, OAP approved SLEB Wavier No. 7206 (valid through May 22, 2022), which allowed ACPD to proceed with CML Security, LLC.

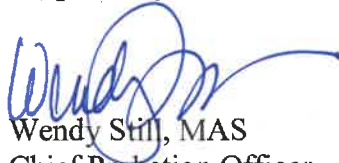
FINANCING:

Funding for this contract amendment is included in ACPD FY 2020-21 Approved Budget and will be included in subsequent fiscal years as relevant. There will be no impact to net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

Upgrades to the Juvenile Hall security cameras meets the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Safe & Livable Communities**.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer

WS:ns:yw

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and CML SECURITY, LLC. (“Contractor”) with respect to that certain agreement entered by them on September 3, 2019, Procurement Contract No. 18559, (referred to herein as the “Agreement”) pursuant to which Contractor provides camera system services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County.
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed twenty-three thousand four hundred twenty-one dollars (\$23,421). As a result of these additional services the not to exceed amount has increased from one million four hundred thirty-two thousand one hundred twenty-seven dollars (\$1,432,127) to one million four hundred fifty-five thousand five hundred forty-eight dollars (\$1,455,548) over the term of the Agreement and any amendments.
3. Item 20 of the Standard Services Agreement is amended as by changing the shall not exceed amount in the last sentence from \$1,432,127 to \$1,455,548 and also by changing “Exhibit B” to “Exhibit B-1”.
4. Exhibit A, section 1.b., Scope of Work, is amended to add the following:
 18. Provide and install 14 new Axis Vandome cameras and one Axis P9106 elevator camera along with 12 PTZ mounts. Install at new locations identified

C-18559

and mutually agreed upon by the parties during site walk on March 3, 2020

19. Provide and install 24 and 48 port Cat6 patch panel and Cat6 patch cord to new camera locations
5. Exhibit B is amended and replaced in its entirety by the attached Exhibit B-1.
6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment and Exhibit D-1, Debarment and Suspension Certification, which is attached and incorporated into this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this First Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
7. Except as expressly modified by this First Amendment, all the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

CML SECURITY, LLC

By: Keith Carson
Signature

By: DocuSigned by: Mike Powell
Signature

Name: Keith Carson
(Printed)

Name: Mike Powell
(Printed)

Title: President of the Board of Supervisors

Title: Vice President - SSD

Date: 2/24/21

Date: 12/31/2020

Approved as to Form:

By: DocuSigned by: K. Joon Oh 1/19/2021
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.

**EXHIBIT B-1
PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Original Contract	Cost
Quotation Proposal Price	\$ 1,377,227
Add Alternative Network Switch	\$ 49,140
5MP Axis Dome Camera	\$ 2,160
2MP Axis PTZ Camera	\$ 3,550
Subtotal	\$ 1,432,077
First Amendment	Cost
Axis Z4-4046001 Vandome Camera	\$ 14,860
Axis P9106 Camera for Elevator	\$ 363
PTZ mount	\$ 1,262
24 Port Cat6 Patch Panel	\$ 2,576
48 Port Cat6 Patch Panel	\$ 1,659
6180-002 Cat6 Patch Cord Red	\$ 1,500
Install Labor	\$ 1,200
Subtotal	\$ 23,421
Total Project	Cost
Grand Total	\$ 1,455,498

2. Invoices will be reviewed for approval by the County, Probation Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$1,455,498. This cost includes all taxes and all other charges.

EXHIBIT D-1

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.


Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CML Security LLC

PRINCIPAL: Mike Powell TITLE: vice President - SSD

SIGNATURE:  DATE: 12/31/2020

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A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR SECURITY CAMERA UPGRADES FOR THE PROBATION DEPARTMENT

RESOLUTION NUMBER R-2021 -75

WHEREAS, The Board of Supervisors previously approved a contract with CML Security, LLC on September 17, 2019 (Item No. 62) as the qualified sole source security camera system contractor for the Probation Department; and

WHEREAS, The previously approved contract provides security camera system upgrade services for the Probation Department's Juvenile Justice Center (JJC) from September 3, 2019 through September 2, 2021; and

WHEREAS, The General Services Agency has determined that competitive bidding is not possible for the security camera system upgrade project and has approved the second Sole Source No.7121 and issued a Finding Memo of Non-Competition on December 16, 2020 for CML Security, LLC; and

WHEREAS, The County wishes to retain the services of CML Security, LLC to provide continued operation of the current central control system used at the JCC and to ensure safety and compliance with the Federal Prison Rape Elimination Act (PREA) requirements for detention facilities; and

WHEREAS, The cost of the additional services and camera devices is \$23,421; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, CML Security, LLC has the required expertise in understanding the specific security needs of Alameda County Probation Department and the necessary professional qualifications and has demonstrated competence in providing security camera system upgrade services.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to 4.12.020 for the solicitation of bids are hereby waived for the selection of CML Security, LLC.

Passed, approved, and adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, February 9, 2021, by the following called vote:

AYES: Supervisors Chan, Haubert, Miley, Valle & President Carson - 5
NOES: None
EXCUSED: None



President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna R. Ziegler,
County Counsel

By: R. Bailey, Deputy

DocuSigned by:
By: K. Joon Oh 1/22/2021
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Deputy County Counsel