

AGREEMENT

**35524**

THIS AGREEMENT is made and entered, in duplicate, as of April 16, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 14, 2020, by and between NETWORK COMMUNICATIONS INTERNATIONAL CORP. DBA NCIC INMATE COMMUNICATIONS, a Texas corporation ("Contractor"), with a place of business at 607 E. Whaley St., Longview, TX 75601, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with inmate telephone and jail video visitation system ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number PD 19-079 ("RFP"), incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, at no cost to the City.

B. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 C. By executing this Agreement, Contractor warrants that  
3 Contractor (a) has thoroughly investigated and considered the scope of services to  
4 be performed, (b) has carefully considered how the services should be performed,  
5 and (c) fully understands the facilities, difficulties and restrictions attending  
6 performance of the services under this Agreement. If the services involve work upon  
7 any site, Contractor warrants that Contractor has or will investigate the site and is  
8 or will be fully acquainted with the conditions there existing, prior to commencement  
9 of services set forth in this Agreement. Should Contractor discover any latent or  
10 unknown conditions that will materially affect the performance of the services set  
11 forth in this Agreement, Contractor must immediately inform the City of that fact and  
12 may not proceed except at Contractor's risk until written instructions are received  
13 from the City.

14 D. Contractor must adopt reasonable methods during the life of  
15 the Agreement to furnish continuous protection to the work, and the equipment,  
16 materials, papers, documents, plans, studies and other components to prevent  
17 losses or damages, and will be responsible for all damages, to persons or property,  
18 until acceptance of the work by the City, except those losses or damages as may  
19 be caused by the City's own negligence.

20 E. CAUTION: Contractor shall not begin work until this  
21 Agreement has been signed by both parties and until Contractor's evidence of  
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on  
24 April 15, 2020, and shall terminate at 11:59 p.m. on April 14, 2022, for the period of two  
25 years with the option to renew for three additional one-year periods, unless sooner  
26 terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

1           A. Contractor shall coordinate its performance with City's  
2 representative, if any, named in Exhibit "C", attached to this Agreement and  
3 incorporated by this reference. Contractor shall advise and inform City's  
4 representative of the work in progress on the Project in sufficient detail so as to  
5 assist City's representative in making presentations and in holding meetings on the  
6 Project. City shall furnish to Contractor information or materials, if any, described in  
7 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
8 perform any other tasks described in the Exhibit.

9           B. The parties acknowledge that a substantial inducement to City  
10 for entering this Agreement was and is the reputation and skill of Contractor's key  
11 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
12 reference. City shall have the right to approve any person proposed by Contractor  
13 to replace that key employee.

14           4. INDEPENDENT CONTRACTOR. In performing its services,  
15 Contractor is and shall act as an independent contractor and not an employee,  
16 representative or agent of City. Contractor shall have control of Contractor's work and the  
17 manner in which it is performed. Contractor shall be free to contract for similar services to  
18 be performed for others during this Agreement; provided, however, that Contractor acts in  
19 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
20 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
21 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
22 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
23 the usual and customary rights, benefits or privileges of City employees. Contractor  
24 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
25 shall represent themselves to be employees or agents of City.

26           5. INSURANCE.

27           A. As a condition precedent to the effectiveness of this  
28 Agreement, Contractor shall procure and maintain, at Contractor's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write  
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
3 Company or from authorized non-admitted insurance companies subject to Section  
4 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
5 by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to  
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
9 coverage shall include but not be limited to broad form contractual liability,  
10 cross liability, independent contractors liability, and products and completed  
11 operations liability. City, its boards and commissions, and their officials,  
12 employees and agents shall be named as additional insureds by  
13 endorsement (on City's endorsement form or on an endorsement equivalent  
14 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
15 shall contain no special limitations on the scope of protection given to City,  
16 its boards and commissions, and their officials, employees and agents. This  
17 policy shall be endorsed to state that the insurer waives its right of  
18 subrogation against City, its boards and commissions, and their officials,  
19 employees and agents.

20 (b) Workers' Compensation insurance as required by the California  
21 Labor Code and employer's liability insurance in an amount not less than  
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
23 its right of subrogation against City, its boards and commissions, and their  
24 officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an  
26 amount not less than \$1,000,000 per claim.

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1 (d) Commercial automobile liability insurance (equivalent in scope  
2 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
3 amount not less than \$500,000 combined single limit per accident.

4 B. Any self-insurance program, self-insured retention, or  
5 deductible must be separately approved in writing by City's Risk Manager or  
6 designee and shall protect City, its officials, employees and agents in the same  
7 manner and to the same extent as they would have been protected had the policy  
8 or policies not contained retention or deductible provisions.

9 C. Each insurance policy shall be endorsed to state that coverage  
10 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
11 written notice to City, shall be primary and not contributing to any other insurance  
12 or self-insurance maintained by City, and shall be endorsed to state that coverage  
13 maintained by City shall be excess to and shall not contribute to insurance or self-  
14 insurance maintained by Contractor. Contractor shall notify City in writing within five  
15 (5) days after any insurance has been voided by the insurer or cancelled by the  
16 insured.

17 D. If this coverage is written on a "claims made" basis, it must  
18 provide for an extended reporting period of not less than one hundred eighty (180)  
19 days, commencing on the date this Agreement expires or is terminated, unless  
20 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
21 continuing coverage for a period of not less than three (3) years, commencing on  
22 the date this Agreement expires or is terminated.

23 E. Contractor shall require that all sub-contractors or contractors  
24 that Contractor uses in the performance of these services maintain insurance in  
25 compliance with this Section unless otherwise agreed in writing by City's Risk  
26 Manager or designee.

27 F. Prior to the start of performance, Contractor shall deliver to City  
28 certificates of insurance and the endorsements for approval as to sufficiency and

1 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
2 insurance, furnish to City certificates of insurance and endorsements evidencing  
3 renewal of the insurance. City reserves the right to require complete certified copies  
4 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
5 time. Contractor shall make available to City's Risk Manager or designee all books,  
6 records and other information relating to this insurance, during normal business  
7 hours.

8 G. Any modification or waiver of these insurance requirements  
9 shall only be made with the approval of City's Risk Manager or designee. Not more  
10 frequently than once a year, City's Risk Manager or designee may require that  
11 Contractor, Contractor's sub-Contractors and contractors change the amount,  
12 scope or types of coverages required in this Section if, in his or her sole opinion, the  
13 amount, scope or types of coverages are not adequate.

14 H. The procuring or existence of insurance shall not be construed  
15 or deemed as a limitation on liability relating to Contractor's performance or as full  
16 performance of or compliance with the indemnification provisions of this Agreement.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
18 contemplates the personal services of Contractor and Contractor's employees, and the  
19 parties acknowledge that a substantial inducement to City for entering this Agreement was  
20 and is the professional reputation and competence of Contractor and Contractor's  
21 employees. Contractor shall not assign its rights or delegate its duties under this  
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
23 of City, except that Contractor may with the prior approval of the City Manager of City,  
24 assign any moneys due or to become due Contractor under this Agreement. Any  
25 attempted assignment or delegation shall be void, and any assignee or delegate shall  
26 acquire no right or interest by reason of an attempted assignment or delegation.  
27 Furthermore, Contractor shall not subcontract any portion of its performance without the  
28 prior approval of the City Manager or designee, or substitute an approved sub-Contractor

1 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
2 prevent Contractor from employing as many employees as Contractor deems necessary  
3 for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
5 certifies that, at the time Contractor executes this Agreement and for its duration,  
6 Contractor does not and will not perform services for any other client which would create a  
7 conflict, whether monetary or otherwise, as between the interests of City and the interests  
8 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
9 employees, sub-Contractors and contractors.

10 8. MATERIALS. Contractor shall furnish all labor and supervision,  
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
12 necessary to or used in the performance of Contractor's obligations under this Agreement,  
13 except as stated in Exhibit "D". Contractor retains ownership of all equipment, machinery  
14 or appliances installed.

15 9. OWNERSHIP OF DATA. All materials, information and data  
16 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
17 with this Agreement, including but not limited to documents, estimates, calculations,  
18 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
19 models, reports, summaries, drawings, designs, notes, plans, information, material and  
20 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
21 and City shall have the unrestricted right to use and disclose the Data in any manner and  
22 for any purpose without payment of further compensation to Contractor. Copies of Data  
23 may be retained by Contractor but Contractor warrants that Data shall not be made  
24 available to any person or entity for use without the prior approval of City. This warranty  
25 shall survive termination of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this  
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
28 prior notice to the other party. In the event of termination under this Section, City shall pay

1 Contractor for services satisfactorily performed and costs incurred up to the effective date  
2 of termination for which Contractor has not been previously paid. The procedures for  
3 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
4 termination, Contractor shall deliver to City all Data developed or accumulated in the  
5 performance of this Agreement, whether in draft or final form, or in process. And,  
6 Contractor acknowledges and agrees that City's obligation to make final payment is  
7 conditioned on Contractor's delivery of the Data to City.

8           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
9 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
10 performing its services, during the term of this Agreement and for five (5) years following  
11 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
12 all information, whether written, oral or visual, obtained by any means whatsoever in the  
13 course of performing its services for the same period of time. Contractor shall not disclose  
14 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
15 of others except for the purpose of this Agreement.

16           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
17 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
18 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
19 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
20 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
21 to subpoena or court order.

22           13. ADDITIONAL SERVICES. The City has the right at any time during  
23 the performance of the services, without invalidating this Agreement, to order extra work  
24 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
25 the work. No extra work may be undertaken unless a written order is first given by the City,  
26 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
27 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
28 the time to perform of One Hundred Eighty (180) days or less, may be approved by the

1 City Representative. Any greater increases, taken either separately or cumulatively, must  
2 be approved by the City Council. It is expressly understood by Contractor that the  
3 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
4 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
5 the services to be provided pursuant to the RFP may be more costly or time consuming  
6 than Contractor anticipates and that Contractor will not be entitled to additional  
7 compensation for the services set forth in the RFP.

8 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
9 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
10 amounts the payment of which may be in dispute or that are necessary to compensate the  
11 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
12 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
13 performing or failing to perform Contractor's obligations under this Agreement. In the event  
14 that any claim is made by a third party, the amount or validity of which is disputed by  
15 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
16 City may withhold from any payment due, without liability for interest because of the  
17 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
18 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
19 indemnify and protect the City as elsewhere provided in this Agreement.

20 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
21 amended, nor any provision or breach waived, except in writing signed by the parties which  
22 expressly refers to this Agreement.

23 16. LAW. This Agreement shall be construed in accordance with the laws  
24 of the State of California, and the venue for any legal actions brought by any party with  
25 respect to this Agreement shall be the County of Los Angeles, State of California for state  
26 actions and the Central District of California for any federal actions. Contractor shall cause  
27 all work performed in connection with construction of the Project to be performed in  
28 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,

1 county or municipal governments or agencies (including, without limitation, all applicable  
2 federal and state labor standards, including the prevailing wage provisions of sections 1770  
3 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
4 marshal, health officer, building inspector, or other officer of every governmental agency  
5 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
6 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
7 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
8 force and effect.

9 17. PREVAILING WAGES.

10 A. Consultant agrees that all public work (as defined in California  
11 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
12 Work"), if any, shall comply with the requirements of California Labor Code sections  
13 1770 *et seq.* City makes no representation or statement that the Project, or any  
14 portion thereof, is or is not a "public work" as defined in California Labor Code  
15 section 1720.

16 B. In all bid specifications, contracts and subcontracts for any  
17 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
18 wages and the general prevailing rate for holiday and overtime work in this locality  
19 for each craft, classification or type of worker needed to perform the Public Work,  
20 and shall include such rates in the bid specifications, contract or subcontract. Such  
21 bid specifications, contract or subcontract must contain the following provision: "It  
22 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
23 wages to all workers employed by the contractor in the execution of this contract.  
24 The contractor expressly agrees to comply with the penalty provisions of California  
25 Labor Code section 1775 and the payroll record keeping requirements of California  
26 Labor Code section 1771."

27 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 19. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its  
4 Boards, Commissions, and their officials, employees and agents ("Indemnified  
5 Parties"), from and against any and all liability, claims, demands, damage, loss,  
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
7 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
8 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
9 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
10 any of its obligations contained in this Agreement, including all applicable federal  
11 and state labor requirements including, without limitation, the requirements of  
12 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
13 omissions or misrepresentations committed by Consultant, its officers, employees,  
14 agents, subcontractors, or anyone under Consultant's control, in the performance  
15 of work or services under this Agreement (collectively "Claims" or individually  
16 "Claim").

17 B. In addition to Consultant's duty to indemnify, Consultant shall  
18 have a separate and wholly independent duty to defend Indemnified Parties at  
19 Consultant's expense by legal counsel approved by City, from and against all  
20 Claims, and shall continue this defense until the Claims are resolved, whether by  
21 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
22 breach, or the like on the part of Consultant shall be required for the duty to defend  
23 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
24 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
25 in the defense.

26 C. If a court of competent jurisdiction determines that a Claim was  
27 caused by the sole negligence or willful misconduct of Indemnified Parties,  
28 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the

1 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
2 percentage of willful misconduct attributed by the court to the Indemnified Parties.

3 D. The provisions of this Section shall survive the expiration or  
4 termination of this Agreement.

5 20. FORCE MAJEURE. If any party fails to perform its obligations  
6 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
7 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
8 governmental regulations, governmental controls, judicial orders, enemy or hostile  
9 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
10 reasonable control of the party obligated to perform, then that party's performance will be  
11 excused for a period equal to the period of such cause for failure to perform.

12 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
13 Agreement and any Exhibit, the provisions of this Agreement shall govern.

14 22. NONDISCRIMINATION.

15 A. In connection with performance of this Agreement and subject  
16 to applicable rules and regulations, Contractor shall not discriminate against any  
17 employee or applicant for employment because of race, religion, national origin,  
18 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
19 disability. Contractor shall ensure that applicants are employed, and that employees  
20 are treated during their employment, without regard to these bases. These actions  
21 shall include, but not be limited to, the following: employment, upgrading, demotion  
22 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
23 or other forms of compensation; and selection for training, including apprenticeship.

24 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
25 accordance with the provisions of the Ordinance, this Agreement is subject to the  
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant



1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its place  
3 of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach, the  
5 Consultant will provide equal benefits to employees with spouses and its  
6 employees with domestic partners. Additional information about the City of  
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be  
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may  
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
13 to become due under the Agreement may be retained by the City. The City may  
14 also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence  
16 against the Consultant in actions taken pursuant to the provisions of Long Beach  
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used its  
19 contracting entity for the purpose of evading the intent of the EBO, the City may  
20 terminate the Agreement on behalf of the City. Violation of this provision may be  
21 used as evidence against the Consultant in actions taken pursuant to the provisions  
22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 24. NOTICES. Any notice or approval required by this Agreement shall  
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
25 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
27 to the City Clerk at the same address. Notice of change of address shall be given in the  
28 same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2           25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
3 that Contractor has not employed or retained any entity or person to solicit or obtain this  
4 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
5 commission or other monies based on or from the award of this Agreement. If Contractor  
6 breaches this warranty, City shall have the right to terminate this Agreement immediately  
7 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
8 due under this Agreement or otherwise recover the full amount of the fee, commission or  
9 other monies.

10           26. WAIVER. The acceptance of any services or the payment of any  
11 money by City shall not operate as a waiver of any provision of this Agreement or of any  
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
13 Agreement shall not constitute a waiver of any other or subsequent breach of this  
14 Agreement.

15           27. CONTINUATION. Termination or expiration of this Agreement shall  
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
17 18, 21 and 28 prior to termination or expiration of this Agreement.

18           28. TAX REPORTING. As required by federal and state law, City is  
19 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
20 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
21 from payments under this Agreement. Contractor shall submit Contractor's Employer  
22 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
23 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
24 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
25 Contractor provides one of these numbers.

26           29. ADVERTISING. Contractor shall not use the name of City, its officials  
27 or employees in any advertising or solicitation for business or as a reference, without the  
28 prior approval of the City Manager or designee.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

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30. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

NETWORK COMMUNICATIONS  
INTERNATIONAL CORP. DBA NCIC  
INMATE COMMUNICATIONS, a Texas  
corporation

April 27, 2020

By William L. Pope  
Name William L. Pope  
Title PRESIDENT

April 27, 2020

By Greg Storer  
Name Greg Storer  
Title Director of Marketing

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

May 5, 2020

By Rebecca H. Garner  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This Agreement is approved as to form on May 4, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

Scope of Work/Services



**City of Long Beach**  
**Inmate Telephone & Jail Video Visitation System**  
**RFP Number PD 19-079**

**Due Date: August 1, 2019**  
**at 11:00am**

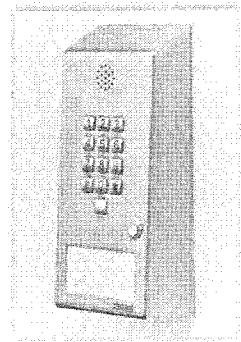
City of Long Beach  
Purchasing Division  
333 West Ocean Blvd, 7<sup>th</sup> Floor  
Long Beach, CA 90802

ORIGINAL

City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

On behalf of NCIC Inmate Communications (“NCIC”), I am pleased to present to the City of Long Beach, our complete response to your **Inmate Telephone & Jail Video Visitation System RFP Number PD 19-079**. NCIC has thoroughly reviewed, understands and complies with all aspects of this RFP and the Q&A, including all stated insurance requirements and City’s model agreement. Provided in this proposal is detailed information regarding how we aim to meet and exceed the needs of the City of Long Beach.

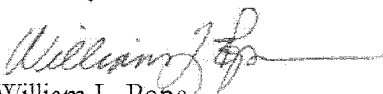
NCIC is a trusted provider of inmate communications services in the United States and 8 other countries, providing a range of value-adding technologies and tailored service to more than 750 separate correctional facilities, including County Jails, Police Departments, Private Prisons, and Juvenile facilities. NCIC is extremely proud of the work we have done, and continue to do, in the law enforcement community, where we support the daily operations of law enforcement, provide quality service for inmates and their friends and family members, all while providing a generous return to our facility partners. NCIC provides a comprehensive suite of investigative and communications technologies for correctional agencies and the constituents they serve, including Inmate Telephone Systems, Video Visitation Systems, Voice Biometrics, multi-functional Inmate Kiosks, Mail Scanning Solutions, Inmate Tablets, and all related software and services. NCIC understands the City of Long Beach’s preference for hands-free “speakerphone” style hardware, which we are well-positioned to provide. These speakerphones are able to be heard from up to 4-5 feet away.



NCIC’s overall proposal for the City of Long Beach revolves around leading security and investigative technology and a low, transparent approach to calling rates and fees. NCIC enjoys the reputation of being the only large inmate telephone provider that operates with complete transparency in all dealings and understands that a reasonable profit can be attained while providing fair, low calling rates and minimal fees. NCIC also enjoys the benefits of being the largest employee-owned inmate communications provider in the United States – we are not beholden to the demands of private equity groups and offshore interests; our shareholders are our facility customers and the constituents they serve.

In closing, as you evaluate our proposal, consider NCIC as your preferred provider for inmate communications. NCIC is a Texas-based corporation located at 607 East Whaley, Longview, Texas 75601. We are trusted nationwide and internationally to provide a range of secure inmate communications services, and welcome the opportunity to extend our services to the City of Long Beach with reliable yet affordable inmate communications, superior customer service and technology that you will grow to appreciate over the coming years. Thanks again for your consideration.

Sincerely,

  
William L. Pope  
President  
[bill.pope@ncic.com](mailto:bill.pope@ncic.com)



# City of Long Beach

## Request For Proposals Number PD 19-079

### For Inmate Telephone & Jail Video Visitation System

Release Date:	06/06/2019
Mandatory Pre-Proposal Meeting:	06/18/2019
Questions Due to the City:	06/25/2019
Posting of the Q & A:	07/02/2019
Due Date:	07/10/2019

*City Contact: Michelle King Buyer II 562-570-6020*

### See Section 4 for instructions on submitting proposals.

Company Name NCIC Inmate Communications Contact Person Bill Pope

Address 607 East Whaley Street City Longview State TX Zip 75601

Telephone (903) 757-4455 Fax (903) 757-4899 Federal Tax ID No. [REDACTED]

E-mail: bill.pope@ncic.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date July 29, 2019

Signed *William L. Pope*

Print Name & Title William L. Pope, President

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### Section 3

## SCOPE OF PROJECT

The City of Long Beach is the seventh largest city within the State of California, encompassing approximately 52 square miles, with a population of over 460,000. The department currently operates a Type I Jail as per Title 15 CCR, processing over 18,000 inmates each year. The average daily population is approximately 90. The men's jail occupies the entire sixth floor of the Public Safety Building and the women's jail occupies the western half of the fourth floor. The facility has a 192- bed capacity (board rated capacity). The facility has the following equipment needs:

- Ten (10) heavy duty, detention style visitation stations in controlled areas of the LBPD Jail (specific locations to be determined).
- Thirty-six (36) detention style, inmate phones with speaker phone capability (not hands-free).
- Three (3) detention style portable phones.
- Two (2) public coin pay phones in police lobby with call back numbers to be used for connecting detectives to members of the public visiting the police lobby.
- Four (4) booking phones with no restrictions.

There are no voicemail requirements for inmate phone systems apart from the ability of any technology offered to meet the City's requirements for investigative purposes.

The LBPD desires systems that will be easily operated by designated employees (the system administrators), can be remotely controlled, and for which technical support will be available twenty-four (24) hours per day, seven (7) days per week.

It is the intent of the City that the phone and video visitation system will be installed and maintained at no cost to the City. Subject to FCC regulations or guidelines and any other applicable laws, vendors are permitted to establish their own fee schedule and rate structure, providing the Inmate Welfare Fund with a specified commission rate of total revenue. The Awarded Vendor will design, engineer, supply and install the necessary equipment for this purpose at no cost to the City.

The jail currently operates a telephone and video visitation system with hardware installed in the facility. It is the intent of the City that the Awarded Vendor will completely remove and replace the current equipment with the latest telephone and video solution available at no cost to the City.

 **RESPONSE: HAS READ, AGREES, AND WILL COMPLY WITH ALL ITEMS ABOVE.**

NCIC is proposing an all-encompassing Inmate Communications System which will meet or exceed all requirements as described herein. NCIC is well-positioned to provide a robust Inmate Telephone System (ITS), Video Visitation System (VVS), and all related infrastructure and service. In addition to standard Local, Long-Distance, Interstate and International Inmate Calling, the proposed ITS allows for both inbound and outbound Inmate Voicemail, based on the preferences/allowances of the City of Long Beach. The proposed system is a completely centralized, web-based solution which allows Authorized Users to access the system anywhere, at any time, from any internet-enabled device.

## Section 7 PROJECT SPECIFICATIONS

7.1 Design, engineer, supply, install, implement and maintain the equipment necessary to provide a detention style inmate telephone and video visitation system, to include:

7.1.1 Removal of old telephone and video equipment

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

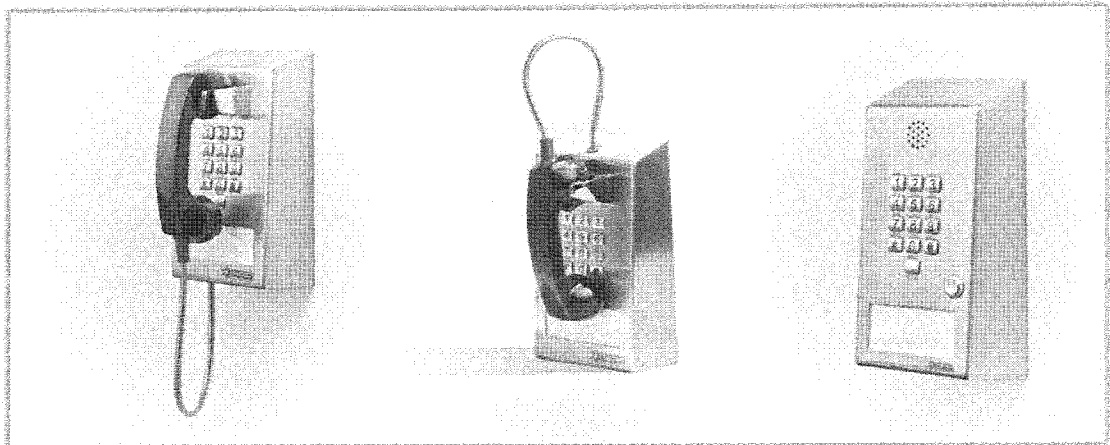
7.1.2 Ten visitation stations in controlled areas of the LBPJ Jail (specific locations to be determined).

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.3 Thirty-six detention style inmate phones with speaker phone capability.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will provide high quality correctional-grade, durable telephones that are suitable for a correctional environment and have no exterior removable parts. All phones employ a heavy-duty armored handset that is hearing-aid compatible, are FCC approved and in full compliance with ADA requirements. Please see examples and variations of NCIC's proposed inmate phones, shown below.



7.1.3.1 Phones should broadcast audio from a speaker and not require inmates to place a receiver on their ears.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Various options of NCIC's standard inmate telephone are available, including those shown above (and more).

7.1.4 Phone system locations where there is current inmate phone service.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will provide the required number of inmate telephones in all areas where there is current inmate phone service, and in additional locations as required by the LBPJ, at no cost.

- 7.1.5 Processing calls on a selective multi-lingual basis is required. Languages of English, Spanish and Khmer are specifically required.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC's fully automated system provides inmates the option to select their desired language (English, Spanish or other languages as requested by the LBPD) to guide callers and the called party through the calling process. Additionally, NCIC will provide supporting, informative literature (such as flyers/posters) for display near the inmate housing areas and public/lobby areas, also in the required languages, to provide important information about the proposed systems, creating/funding accounts, etc.

- 7.1.6 The bidder must provide standard hardware and software enhancements or upgrades at no cost during the term of this contract, to include maintaining telephone recordings for the length of the contract.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will coordinate with the LBPD to ensure that any and all major changes made to the system(s) are scheduled at a time convenient to each Facility so that we avoid interruption to service

- 7.1.7 Provide information how the phone system operates when the inmate's call is to a cellular telephone.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed Inmate Call Engine (ICE) system allows calls to CLECs to process the same as all other calls, so upon acceptance of the call, it notifies the customer they can easily establish an account by pressing 0 for a live operator. Upon pressing 0, while the inmate is on-hold, the called party is immediately routed to a live bilingual operator based in the US, without need to navigate cumbersome IVR prompts (which is the standard in the industry). Use of a live operator increases the acceptance rate of calls from inmates, it increases the safety of the called party (who is often driving when they receive their first call from their incarcerated family member), Also, live representatives are much more compassionate than an IVR, which is important since this first call is often when the called party finds out their friend or family member is in jail. This process results in a higher success rate of account establishment, and consequently, a higher amount of completed calls/revenue than the process used by other providers.

- 7.1.8 Visitation system should be integrated with inmate phone system, and maintain visitation recordings as long as possible or provide ability to store recordings locally if possible.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

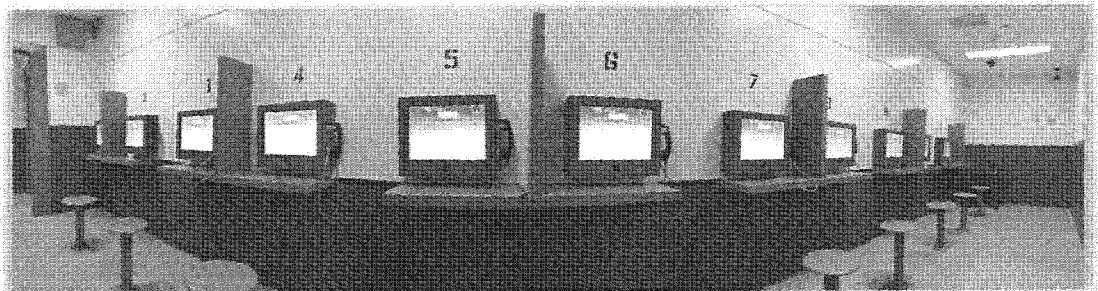
The proposed VVS, which will be supplied directly by NCIC, is a cloud-based solution that requires no additional hardware onsite to work (aside from the required inmate and public kiosks). This is a truly unique proposition that requires very little maintenance and allows Authorized Users to securely manage the entire system on any internet-connected device from anywhere in the world. Any Authorized User has access to the system 24-hours a day to manage the system remotely and our mobile-optimized system means you can manage the network, review calls, terminate sessions

or manage your entire network from your laptop, tablet or even your smartphone. Our system stores all visits which can be easily downloaded instantly to any thumb drive or hard drive authorized for these purposes. As a cloud-based system, any updates are seamlessly pushed to every device, so there is no need to install new software or otherwise access the equipment.

All VVS hardware proposed is robust, sturdy, correctional-grade equipment designed specifically for a corrections environment, and manufactured here in the United States. The inmate-facing and public-facing VVS units are mirror images of each other, with no exterior removable parts or components that can be compromised by inmates.

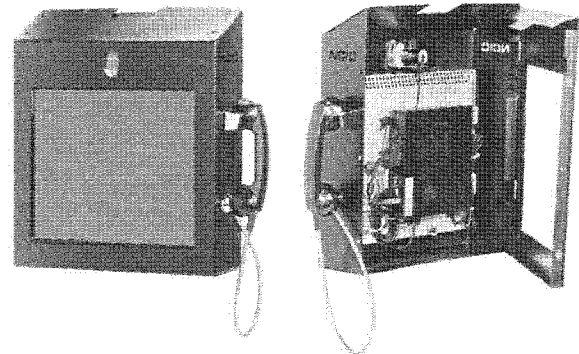
The proposed VVS software is an industry-leading solution that encompasses inmate visitation, commissary ordering, as well as a plethora of other critical inmate services that every facility relies upon. Storage and retention of all call recordings is completely configurable based on the requirements of the LBPD, and all recordings, including all attempted and completed calls, shall be protected from being purged and shall be stored online for the life of the contract and available up to five (5) years following the expiration or termination of the contract. Additional offline storage access is easily accomplished by downloading recordings to an external hard drive. NCIC always ensures that call recordings will remain accessible to the agency beyond any expiration of the Agreement. Call recordings and data are never “purged” or otherwise misplaced and this is provided at no cost.

#### A recent NCIC Video Visitation Installation



**EQUIPMENT SPECIFICATION SHEET / VIDEO VISITATION DESCRIPTION**

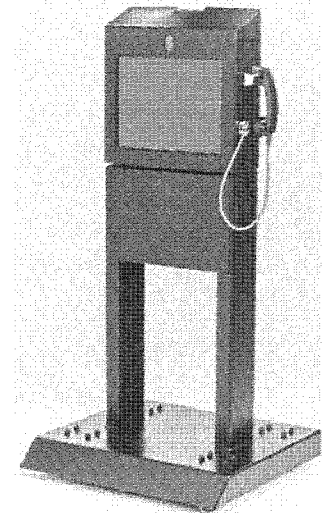
The NCIC video visitation kiosk offers touch-screen input and is made of a rugged 16-gauge steel shell that contains small openings for cooling and ventilation – there are no exterior removable parts. The NCIC kiosk employs a heavy-duty armored swivel handset that is hearing-aid compatible, and has an anti-static receiver. The NCIC kiosks are designed to be wall mounted in its structure by being securely bolted. Aside from wall mounted kiosks, NCIC also provides correctional facilities with a portable kiosk option that can be easily transported to provide video communication and a range of other inmate applications.



The interior of the proposed kiosks contain a powerful encrypted CPU and monitor designed to be secure and ideal for a correctional environment.

**FEATURES**

- **Mini PC**  
CPU : Intel Celeron Quad core @ 2.0Ghz  
Ram : 4 Gb  
Storage : 32gb SSD
- **Monitor**  
17-inch touch screen  
Tempered shatterproof touch panels
- **Cameras**  
Cinema 5.0 Mega Pixels  
ELP-USBFD06H-MF80 2mp USB Camera  
(8MM manual focus lens, 3m USB cable, without microphone)
- **Handsets**  
24inch and 32 inch swivel handsets
- **Video Visitation Unit Shells**  
17-inches wide, 19-inches in height and 6-inches in depth
- **Kiosk Shells**  
19-inches wide, 11 ½ inches in depth, 59-inches in height, with a 22-inch x 21-inch base plate



7.1.9 The capability for each phone and visitation station to handle local and long distance service.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed system is capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, interstate and international calling. The platform is capable of processing collect, pre-paid collect, pre-paid card, debit, authorized free, and speed dial calls.

7.1.10 All internal wiring and supporting equipment for phone and visitation system.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.10.1 Communicate and coordinate changes to communications infrastructure through the City's Telecommunications Division to reduce damage or interference with existing City systems.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.10.2 If damage or interference with existing City infrastructure occurs, the Vendor will remedy the issues with an applicable approved vendor selected by the City.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.10.3 Communicate and coordinate changes to service through the City's Telecommunications Division to reduce damage or interference with existing services delivered to the City.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.10.4 Vendor will allow the City to inspect and audit equipment to confirm the phone system operates independently from any City infrastructure.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

At no time will any aspect of the proposed Inmate Communications System rely on or interfere with any aspect of the City's infrastructure – NCIC will provide a separate, devoted network.

7.1.11 The capability to control access to and use of the phone and visitation system through a remote computer workstation

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed ITS and VVS are truly centralized, web-based solutions that can be accessed from anywhere the user has a reliable internet-connected device, using a secure login (username & password). The proposed ITS and VVS are completely configurable and customizable based on the needs and policies of the LBPD.

7.1.12 High speed, broadband internet service, capable of handling multiple calls simultaneously for up to ten (10) visitation stations and phone system

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

All calls can be monitored simultaneously and covertly by multiple users, without affecting the ability of the system to record calls, or the quality of the call audio for the call participants (inmate and called party). Live Monitoring on both the ITS and VVS platforms allows for all calls and sessions to be monitored and call/session activity to be viewed in real-time.

7.1.12.1 Vendor to supply the phone and broadband service

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.122 The proposed systems shall have no access to the City's network

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.13 "As Built" drawings on DVD, to include a basic viewing software and a hardcopy

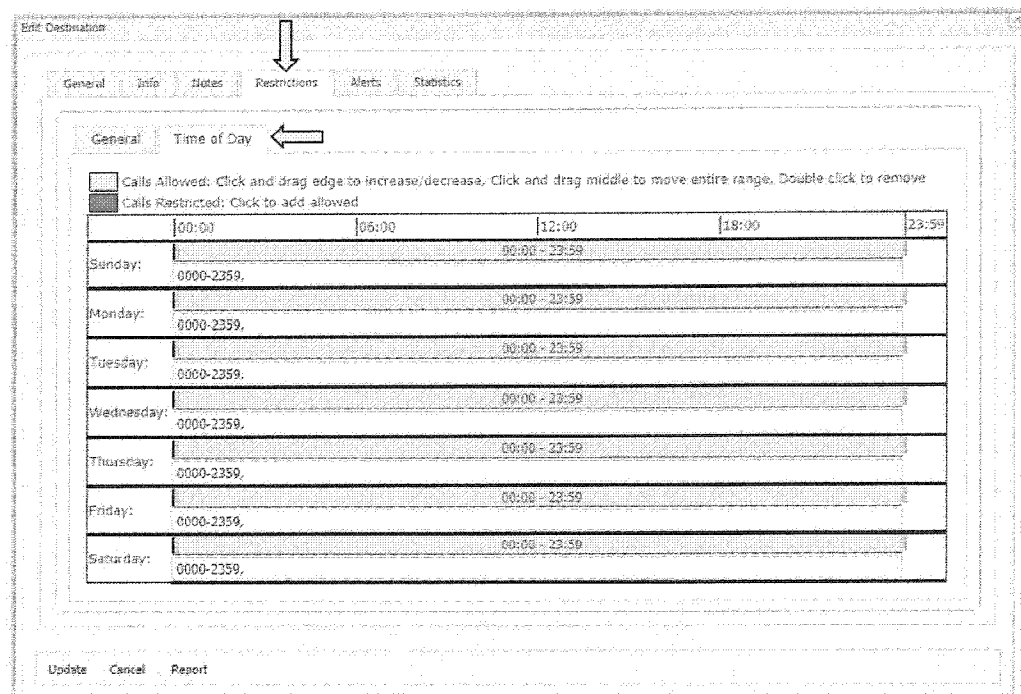
**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will provide the "As Built" drawings in hardcopy and on DVD with a basic viewing software for LBPD upon award of contract.

7.1.14 A timing limit mechanism to limit phone and visitation to a number of minutes as specified by the LBPD

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed ICE system's call duration has a Facility-wide default that staff can change based on inmate PIN, specific telephone or groups of telephones, or even destination phone number dialed. Administrators can set a maximum number of inmate calling minutes per day, week or month and provide phone access at certain times of the day. Please see the below screenshot of the "Time of Day Allowance" feature of the proposed system, specific to a destination phone number:



Similarly, the proposed VVS allows Authorized Users to place restrictions on maximum duration of VVS sessions, configurable by inmate PIN, housing area, particular (external) visitor, time of day/week, and a variety of other parameters.

7.1.15 A vendor supplied web site for authorized LBPD employees to access the phone and visitation system

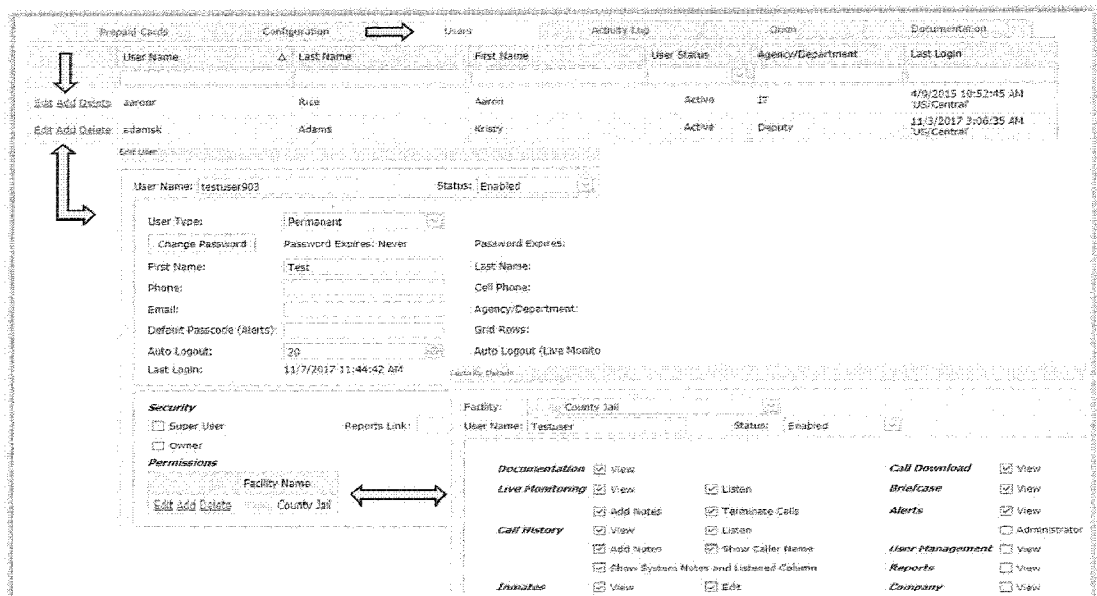
**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed ITS and VVS are permissions-based systems that are able to create customizable user profiles based on the daily job functions of each Authorized User. During the installation phase, NCIC will work with the appropriate LBPD personnel to ensure that all profiles for Authorized Users are created in a manner that allows only the required level of access for each user.

7.1.16 A vendor supplied administrative web site for LBPD administrators granting and controlling user level access

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Our interface works on all available browsers: Chrome (preferred), Internet Explorer, Safari and Firefox. Authorized personnel will have a secure user login (username and password), allowing them to access the system based on their security level remotely, via the Internet. Users can securely perform all functions of the system, including live monitoring, monitoring recorded calls / VVS sessions, blocking/unblocking numbers, terminating calls / VVS sessions, PIN administration, Call History searches, managerial reporting or any other function needed in real-time. All page views and modifications to the database are logged in detail, to provide an audit trail in our User Activity Log report. With these checks in place, any views or changes are logged with the specific user's login information, date/timestamp and their location (IP address) allowing the change to be tracked back to the user, for administrative tracking purposes. All information is stored in geographically separate backup locations to ensure 100% reliability. Please reference the User Set Up Screen below, as well as the variety of available user permission options:



The proposed VVS includes a wide range of functionality that is only available to facility staff based on user type/access level. The various available levels of user access permissions are designed to only allow the level of access which corresponds to each user's specific amount of responsibility, and daily job functions.



7.1.16.1 A mechanism for the "visitor" to provide verifiable identification to the LBPD (US Government issued identification required)

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.16.2 A mechanism for the LBPD to approve the visitation

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed VVS includes approval functionality which is configurable based on the requirements of LBPD. Approval can either be automated (“passive”), automated for only portions of the population / category of visitor, or require manual approval for all visits / visitors.

7.1.16.3 A mechanism for the LBPD to schedule the visitation

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed VVS allows Authorized Users to remotely and securely manage all visitation scheduling using all available web browsers, although Chrome is preferred for optimal functionality.

7.1.16.4 The ability to monitor both phone and visitation in real time and to record

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed VVS includes standard security features, including the ability to remotely disconnect or interrupt in-progress sessions as needed, and send a custom message to either party or both parties.

### Sample Screenshot – VVS Live Monitoring



7.1.16.5 Provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection capable of supporting all

components including recording devices for a minimum of fifteen (15) minutes.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

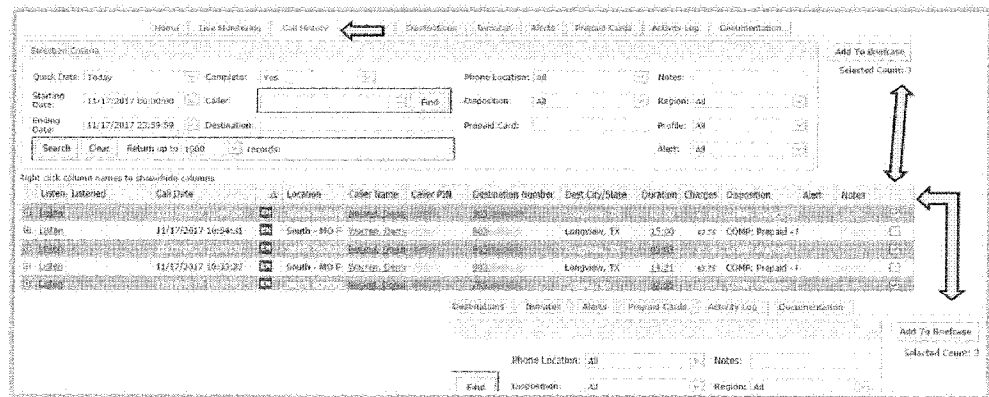
All equipment is connected to a network-enabled Uninterruptible Power Supply (UPS) backup in order to prevent down-time during power failures or conversations from power to generator. The UPS units allow for remote power management by our Network Operations Center (NOC) for up to four (4) hours.

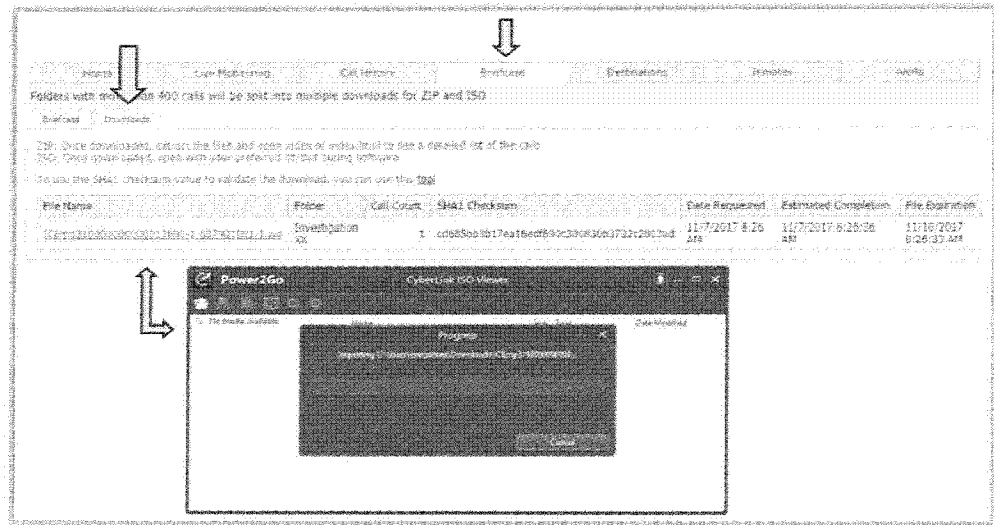
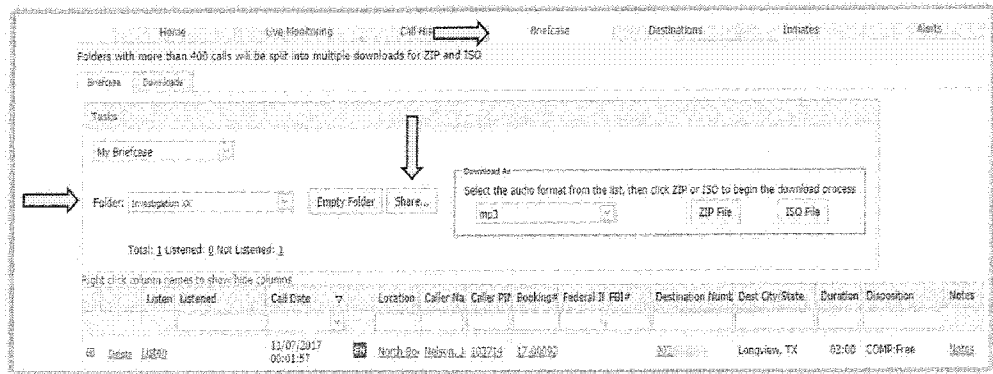
7.1.16.6 A mechanism for authorized LBPD employees to have the ability to download the phone, and audio/video files of the visitation system to their local workstations

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed platform utilizes an innovative “Briefcase” for management of call recordings. A configuration/alert can be set that automatically organizes call recordings from particular inmates, phones, or called numbers into an unlimited number of designated investigative Briefcase. This allows for quick access to these calls for the user to view, listen, share with others, or download for investigative purposes.

Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC’s, Macs, tablets and smart phones. The user can also burn the files to a CD or DVD or ZIP file. Windows XP or newer has the capability to burn disks built in.





7.1.16.7 Preferred, but not required, that all media files be playable via Windows, rather than using proprietary software

**XNCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

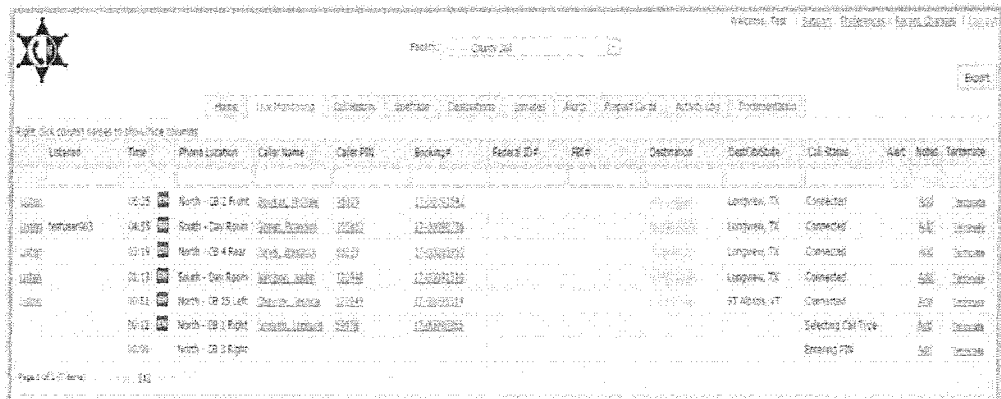
The system is compatible with any Windows-based computer and various web browsers including Internet Explorer, Chrome (recommended), Safari and Firefox. All functions of the system are accessible 24/7/365 via any internet-enabled computer, tablet or smart-phone allowing Authorized Users access throughout the platform based on their level of access authorization.

7.1.16.8 Ensuring that all media features provided, including "live" monitoring, and recording are compatible with the City's network infrastructure and programming

**XNCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The Live Monitoring feature of the proposed ICE system allows authorized users to monitor all non-privileged calls. All monitored calls can be paused during playback. Our web-based

HTML5 player allows users to move back and forth within the call, as well as increase/decrease the playback speed, allowing users to significantly reduce work-time in listening to call recordings. All the information can be sorted in real-time and calls can be easily terminated with a single click of the mouse, if required. Please refer to a sample screen shot of the Live Monitoring screen, below:



Call ID	Time	Phone Location	Call Name	Call PPS	Booking#	Release ID#	PPS#	Clearance	Description	Call Status	Action
10001	04:25	North - CB 2 Front	Shelton, B. G. M.	11000	11-0000001				Langston, TX	Connected	Stop
10002	04:26	South - Cab Room	Shelton, B. G. M.	11000	11-0000002				Langston, TX	Connected	Stop
10003	04:27	North - CB 4 Rear	Shelton, B. G. M.	11000	11-0000003				Langston, TX	Connected	Stop
10004	04:28	South - Cab Room	Shelton, B. G. M.	11000	11-0000004				Langston, TX	Connected	Stop
10005	04:29	North - CB 15 Left	Shelton, B. G. M.	11000	11-0000005				ST Abscon-4T	Connected	Stop
10006	04:30	North - CB 1 Right	Shelton, B. G. M.	11000	11-0000006				Selecting Call Type	Stop	Stop
10007	04:31	North - CB 2 Right	Shelton, B. G. M.	11000	11-0000007				Ernest PPS	Stop	Stop

Similarly, all media features provided as part of the proposed VVS, including live monitoring and recording, shall be compatible with the City's network infrastructure and programming.

7.1.16.9 Providing a comprehensive training program at no cost to the City for up to 10 persons, to include those persons authorized to operate the visitation system, and others involved in the administration/operation of the program

**XNCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.16.10 Training shall be for a minimum of 16 hours in length per person, with follow-up training when needed due to employee turnover

**XNCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

7.1.16.11 Training shall include, but not be limited to:  
 a. System description and features  
 b. Basic troubleshooting skills  
 c. Familiarization with the software used for the system

**XNCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC provides free training to all of its customers and will provide free recurring training as needed and/or requested by the LBP. Facility Administrators, along with any City staff who will have access to the equipment and the website are thoroughly instructed on how to use our platform. Staff will receive hands-on training to ensure they are properly acquainted with the new system. Training can be provided over multiple days and shifts to ensure all Facility

staff has a chance to participate. All staff will be provided with a detailed syllabus, as well as a training manual. In addition, the proposed ICE platform also offers the Documentation section where users can search for features to obtain instructions; there are more than thirty (30) “How To” sections.

NCIC will provide on-site training based on staffs’ areas of expertise, including, but not limited to:

- System administration, operation, and reporting
- Investigative features for investigative staff

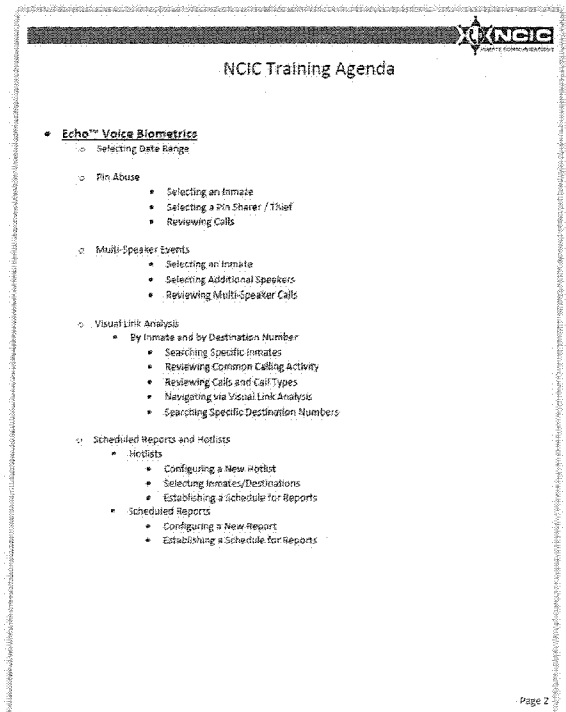
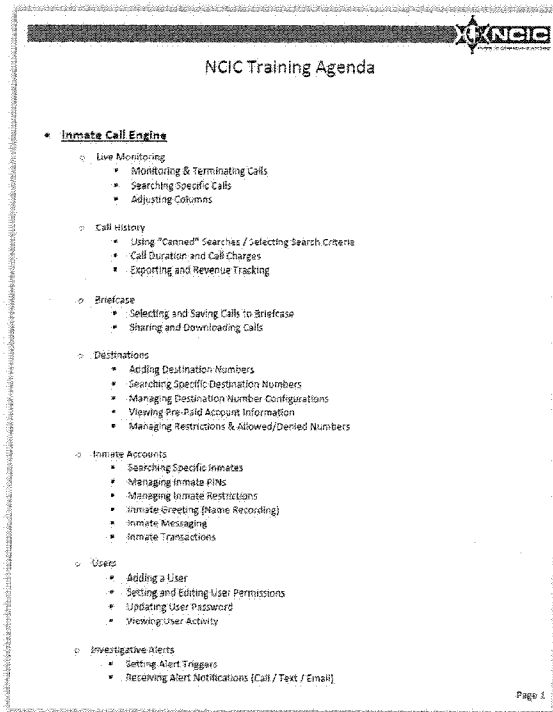
Initial on-site training is provided during the implementation and is included as part of the overall project plan. NCIC will work with the City of Long Beach Project Manager to identify who is to be trained along with the type of training the staff is to receive (e.g., Administrator, Operation, Reporting, Investigative).

A hands-on demonstration and training is provided to all necessary individuals to ensure they are properly acquainted and familiar with the new system. Training will be provided over multiple days and shifts to ensure:

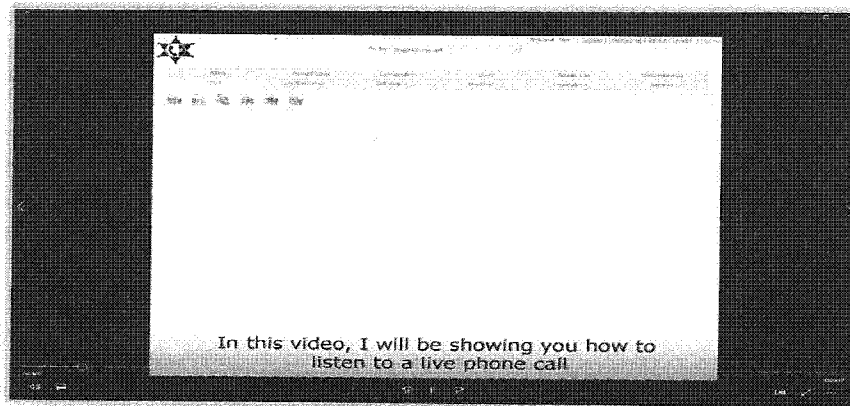
- All staff can attend;
- Trainings are provided for the staff’s area of focus (e.g., administration, investigation);
- Smaller class sizes; and
- To accommodate the staffs’ schedules.

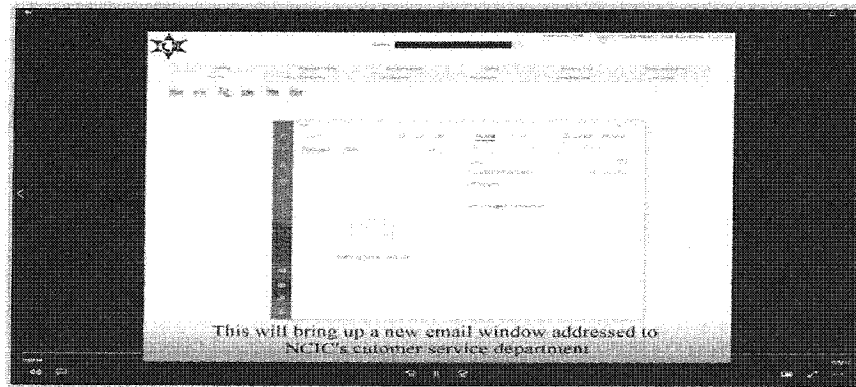
On-demand, ongoing training will be available via Phone/WebEx, or on-site if preferred by LBPD. Phone/WebEx training can be done same day in the case of emergency, and all ongoing refresher training is provided at no cost to the City. Please see the sample training agendas on the following page:

*(THIS SECTION INTENTIONALLY LEFT BLANK)*



Additionally, within the proposed ITS and VVS, Authorized Users are able to access a large range of brief “How To” videos, covering various common functions of the proposed systems. Please see example screenshots that follow:





7.2 Provide expert witnesses as needed for testifying in court and/or depositions regarding the technical operation and accuracy of the system

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC offers an expert witness program to verify the security, authenticity and tamperproof guarantee of all call and visitation recordings if disputed in court.

7.3 Provide evidence, system maintenance logs, records, and any related information as required by a court

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC retains evidence, system maintenance logs, records and all other pertinent information as required by a court, in order to support the operations of the LBPD in all legal proceedings.

7.4 Provide a secured facility where all recorded information is to be stored, backed up, and available for retrieval as needed

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The proposed system was the first inmate telephone service to use the Cloud to provide the utmost redundancy and security in call recording and call detail storage. It utilizes Amazon's S3 (Simple Storage Solution) storage services where call recordings are stored in a minimum of 3 separate locations and encrypted in AWS' proprietary encryption code. All call records and system data are backed up in real-time and available through any internet-enabled device. The call recordings and call detail are immediately copied to Amazon Cloud for off-site redundancy, in addition to the two geographically separate physical storage locations.

Storage and retention of all call recordings is completely configurable, and all recordings, including all attempted and completed calls, shall be protected from being purged and shall be stored online for the life of the contract and available up to five (5) years following the expiration or termination of the contract. Additional offline storage access is accomplished by downloading recordings to an external hard drive. NCIC always ensures that call recordings will remain accessible to the agency beyond any expiration of the Agreement. Call recordings and data are never "purged" or otherwise misplaced and this is provided at no cost.

- 7.5 Provide names and contact information for engineers who will be available 24- hours per day, seven days per week to respond to system problems that may arise

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC's Bi-Lingual Customer Service Department is available 24x7x365 and can be contacted by telephone at 903-757-4455 or toll-free 888-686-3699, or through email (for trouble-ticketing). Callers can easily access a live agent within a few seconds, by following the easy prompts. NCIC directly provides the technical services including customer service and also facility support. NCIC does not subcontract any portion of our customer support, ensuring it is all based within the United States. NCIC will provide cellphone and email addresses upon award.

- 7.6 Charge a vendor fee for usage of the video visitation system to the visitor, (not the inmate). Vendors are permitted to establish their own fee schedule and rate, subject to any applicable laws.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

The rates charged for VVS are configurable based on the preferences of the LBPDP. Typically, NCIC provides on-site VVS at no charge, and charges a fee for off-site (remote) VVS. NCIC is proposing a low, per-minute rate for off-site VVS, as shown in the Cost Proposal.

- 7.7 Provide payment to the LBPDP Inmate Welfare Fund at a commission rate of total revenue specified by the vendor in the bid section of this RFP.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC pays commission based on TRUE Gross Call Revenue, INCLUDING INTERSTATE CALLS. NCIC's method for calculating Gross Revenue is simple, due to our use of truly per-minute calling rates. Gross Revenue is calculated simply by multiplying the number of completed minutes by the agreed-upon per-minute calling rate. NCIC never applies any deductions or adjustments for bad debt, fraudulent calling activity, unbillable calls, etc.

- 7.7.1 Commission to the LBPDP Inmate Welfare Fund to be paid monthly

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

- 7.7.2 Checks for service charges to be mailed to:

Inmate Welfare Fund  
Long Beach Police Department  
Financial Bureau – 2<sup>nd</sup> Floor  
400 West Broadway  
Long Beach, CA 90802

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

- 7.8 Provide a detailed description of proposed rate structure and all fees.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Please reference the Cost Proposal.



## SECTION 8 WARRANTY/MAINTENANCE AND SERVICE

Please specify in detail the following:

- 8.1 The length and terms of the warranty/maintenance and service provided with each piece of equipment and/or software to be installed

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will maintain and service all equipment and software for the duration of the contract. All proposed equipment and software comes with a lifetime guarantee.

- 8.2 Vendors shall specify if subcontractors will perform warranty/maintenance, or service locations where warranty/maintenance/service will be performed, along with contact names(s) and phone number(s)

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC will directly perform all warranty and maintenance work for the City of Long Beach – no subcontractors are being proposed.

- 8.3 Specify service response time when a service technician will be on-site

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Please refer to NCIC's standard Service Priority Levels matrix on the following page. These are configurable, based on the requirements of the LBPD.

- 8.4 Specify additional charges, if any, for quicker response time

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC does not and will not charge any maintenance fees. At no time will the LBPD be responsible for any costs associated with any aspect of the proposed systems.

- 8.5 Detail how a major component failure will be handled to ensure no or minimal loss of service

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

For typical maintenance requests, the technician responds to the Service Request by first contacting the Customer to acknowledge receipt of the request and gather additional information required to troubleshoot and resolve the issue (e.g., how many units are affected, location of issue, is system operational, is it a software or hardware issue, etc.).

The technician uses a variety of tactics including conducting remote testing, if available. If on-site support is required, the technician contacts the facility to arrange access and escorts. The technician works on the problem through resolution. During the course of the Service Request, the technician provides ticket updates to ensure timely communication is shared with our customers and the account team. Upon resolution, the technician conducts on-site testing, notifies the on-site customer contact, and provides ticket documentation for trouble resolution and closure.

A review of monthly usage and trends of activity (e.g., zero usage stations, stations where usage has dropped significantly, stations with high demand) are conducted monthly. By

monitoring traffic, we can identify potential failure on ports and/or equipment. Where feasible, we conduct remote access testing to identify potential locations of concern.

The primary technician is accountable for remaining familiar with the facility's infrastructure, layout, daily contacts, and general protocol for entry and work in the facility (e.g., procedures for bringing in tools, getting gate passes, coordinating escort coverage). Our approach enables our field force to be nimble in moving through our customers' clearance protocols so that problems are addressed promptly. Technicians work with designated facility personnel to keep the systems running at maximum efficiency, meet the telephone needs of the inmate population and eliminate operational problems and/or security hazards as quickly as possible after they are identified. In summary, technicians are available 24x7x365 and work in a close team environment so they back-up each other on after-hour coverage. NCIC responds promptly to all service outages and maintenance requirements. Please reference NCIC's standard Service Priority Matrix.

#### Service Priority Levels

Description of Priority Levels with Examples	Response Times (Maximum Time After Service Request)	Repair Times (Maximum Time After Service Request)
Priority Level 1 <ul style="list-style-type: none"> <li>• Emergency service problems</li> <li>• More than 25% or more of all Offender phones down at a single facility</li> <li>• Any loss of blocking, monitoring or recording functionality</li> </ul>	1 Hour	4 Hours
Priority Level 2 <ul style="list-style-type: none"> <li>• Normal Service Problems</li> <li>• 0%-25% of Offender phones down at a single facility</li> <li>• Workstation requiring trouble-shooting</li> </ul>	4 Hours	24 Hours

## SECTION 9 COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC first entered the correctional market in 1998 (which is also the year we started doing business in California), and since then, we have grown to be the largest independently-owned inmate communications provider in the United States. NCIC was incorporated in the state of Texas on August 29, 1996.

- Location of the company offices.  
NCIC Company Headquarters are located at 607 East Whaley Street, Longview, TX 75601.
- Location of the office servicing any California account(s).

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC local service offices are located at 6400 East El Paseo Street, Long Beach, CA 90815 and 41572 Willow Run Road, Temecula, CA 92591.

- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC has approximately one hundred (100) employees covering all job positions and located all over the United States, and abroad. Four (4) of these employees are locally located. Approximately thirty (30) of those employees are qualified, highly-trained technicians.

- Location(s) from which employees will be assigned.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Employees will be assigned primarily from company headquarters (Longview, TX) with local managerial oversight being provided by our California offices.

- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

**Name:** Mark Edgecombe, Project Manager  
**Address:** 41572 Willow Run Road, Temecula, CA 92591  
**Telephone Number:** 760-405-7879  
**Email:** [mark.edgecombe@ncic.com](mailto:mark.edgecombe@ncic.com)

- Company background/history and why Contractor is qualified to provide the services described in this RFP.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC offers secure, reliable inmate communications services. NCIC's Inmate Call Engine ("ICE") platform is installed and operational in more than 750 facilities in the United States and another 8 other countries. NCIC's comprehensive suite of inmate communications technologies covers Inmate Communications Systems, Video Visitation System (VVS), inmate tablets, kiosks, messaging, cellphone interdiction/detection, and all related technologies.

NCIC has been in business for more than 23 years, and unlike the other large inmate phone providers in the industry, we are not owned by private equity firms. We have remained a privately-held, employee-owned operation which grants us the flexibility to invest in technology and product development as we see fit. NCIC has approximately 100 employees covering all job positions and located all over the United States, and abroad. NCIC directly handles 100% of our operations, including software development, call processing, call center operations, rating & billing of calls. We do not outsource any aspect of our operations, ensuring that it is all based here in the United States.

NCIC has been providing phone service in correctional facilities since 1998 and redesigned our ICE platform in 2007 to focus exclusively on jails and prisons along with the technology and infrastructure to provide a secure 100% VoIP network. ICE is a wholly centralized platform, with all core functions managed at company headquarters in Longview, Texas. Authorized users of the ICE platform are able to log in and use the system from anywhere, on any device, with the appropriate login credentials (a secure Username and Password).

- Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC has been providing a range of secure inmate communications for more than twenty-three (23) years.

- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Key Personnel			
Name	Location & Contact Number	Primary Role/ Responsibility	Experience & Work History
<b>Primary Contact</b> Mark Edgecombe, Project Manager  On-Site	Bonsall, CA 92003 (903)757-4455 (760) 405-7879 <a href="mailto:Mark.Edgecombe@ncic.com">Mark.Edgecombe@ncic.com</a>	Primary contact for the City and responsible for orchestrating installation and ongoing maintenance of inmate telephone and equipment.	AS and BS in Business Management. 33 years of sales installation and service in the telecommunications industry. Extensive VoIP experience Assisted with the Pay Phone Industry's first fully transparent VoIP system.
Andrey Sarfaraz, Maintenance  On-Site	Torrance, CA (310) 408-0904	Primary repair technician and system specialist, assists with training and ongoing functionality of all communication systems.	15 years' telecommunications equipment in the correctional environment.
Dana Pojman, Repair Technician  On-Site	Long Beach, CA (562) 277-8454	Assist with installation, ongoing maintenance and troubleshooting Experience.	13 years' telecommunications equipment in the correctional environment.
Tim Euper, Maintenance  On-Site	Calabasas, CA (818) 707-2300 (818) 590-7211	Assist with installation, maintenance of inmate telephones and equipment.	The past 17 years have been dedicated to Communication System Integration and Customer Service focusing on the California Community.
Michael Reithmeier, Installation Engineer  On-Site	Longview, TX (903) 757-4455	Oversee VoIP bandwidth testing and Gateway wiring. Will work closely with onsite field (phone) technicians to ensure phone and system are fully operational	Experience with installations at over 400 jails, and approx. 16 years' experience with Network Management, Inmate Card Systems and Computer Technology.
Randy Polk, Customer Service  Phone/Email	Longview, TX (903) 757-4455  <a href="mailto:randy.polk@ncic.com">randy.polk@ncic.com</a>	Manages the NCIC Customer Service team and oversees training on the ICE platform and related systems.	21+ years customer service experience. Pivotal in cultivating the company's overall approach to customer support and call center operations.
Luisa Rios, Customer Service  Phone/Email	Longview, TX (903) 757-4455  <a href="mailto:luisa.rios@ncic.com">luisa.rios@ncic.com</a>	Handle Customer Service issues and training staff on the ICE interface.	19+ years customer service experience. Successfully contributed to the company's efficiency improvements in call center operations and human resource development.

## RESUMES

<b>Mark Edgecombe</b> <b>West Coast Regional Director</b> <b>NCIC Inmate Communications</b>	
<b>Education:</b>	AS Grossmont College San Diego BS Cal Poly Pomona
<b>Qualifications:</b>	<ul style="list-style-type: none"> <li>• President Public Pay Phone, Inc.</li> <li>• Managed 2,000 phones, customer service and sales</li> </ul>
<b>Certifications:</b>	Protel certified technician
<b>Total Years of Related Work Experience:</b>	33 years in telecommunications industry
<b>Time to Devoted to Work Under this Agreement:</b>	Available 40 hours+ per week until completion of project.
<b>Recent Relevant Experience:</b>	
<p>NCIC West Coast Sales Director – Managing sales installation and service for West Coast division.</p> <p>Created and operated Public Pay Phone, Inc., one of the larger phone companies in California from 1984 to 2015. Managed all aspects of a medium sized corporation.</p>	

<b>Tim Euper</b> <b>Regional Sales Manager</b> <b>NCIC Inmate Communications</b>	
<b>Education:</b>	AA – El Camino College Gardena, CA
<b>Qualifications:</b>	<ul style="list-style-type: none"> <li>• Owner – Inmate Phone Services</li> <li>• 15 Correctional facilities under contract</li> </ul>
<b>Certifications:</b>	Quadran and Protel Communications trained technician
<b>Total Years of Related Work Experience:</b>	31 years managing communication related projects
<b>Time to Devoted to Work Under this Agreement:</b>	On Call 7 days – Respond/Resolve customer requirements on an as needed basis
<b>Recent Relevant Experience:</b>	
<p>December 2009 to Current  NCIC-Inmate Phone Service  Regional Sales Manager  Develop Correctional Communications opportunities in previously undeveloped Western Region.</p> <p>November 1994 to December 2009  Pay Phones North, Inc.  President  Built pay telephone company from ground up into successful route throughout Southern California.</p>	

- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings and a balance sheet

~~NCIC~~ RESPONSE: HAS READ, AGREES, AND WILL COMPLY.

Please reference NCIC's Confidential 2017 & 2018 Financial Statements in the separately submitted file. As a privately-held company, we respectfully request that these be withheld from any Public Record or FOIA request.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

~~NCIC~~ RESPONSE: HAS READ, AGREES, AND WILL COMPLY.

## 9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No   X   Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

## 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);



- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name and telephone number.

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

Additional Type 1 reference accounts are available upon request.

<b>Facility Name:</b>	<b>Covina Police Department</b>
<b>Facility Address:</b>	444 N. Citrus Ave., Covina, CA 97123
<b>Client Project Manager/Title:</b>	Sargent Trevor Gaumer
<b>Telephone Number(s):</b>	626-384-5612
<b>Email Address:</b>	<a href="mailto:tgaumer@covinaca.gov">tgaumer@covinaca.gov</a>
<b>Project Dates (starting and ending):</b>	July 2010 – Currently active
<b>Project Description:</b>	Inmate Telephone System – Type 1 Jail
<b>Staff assigned to reference engagement that will be designated for work per this RFP:</b>	Tim Euper, Project Manager Mark Edgecombe, Supervisor of Maintenance

<b>Facility Name:</b>	<b>Fullerton Police Department</b>
<b>Facility Address:</b>	237 W. Commonwealth Ave., Fullerton, CA 92832
<b>Client Project Manager/Title:</b>	Sargent Daniel Castillo
<b>Telephone Number(s):</b>	714-738-6715
<b>Email Address:</b>	<a href="mailto:dcastillo@fullertonpd.org">dcastillo@fullertonpd.org</a>
<b>Project Dates (starting and ending):</b>	June 2010 – Currently active
<b>Project Description:</b>	Inmate Telephone System – Type 1 Jail
<b>Staff assigned to reference engagement that will be designated for work per this RFP:</b>	Tim Euper, Project Manager Mark Edgecombe, Supervisor of Maintenance

<b>Facility Name:</b>	<b>El Dorado County Detention Facilities</b>
<b>Facility Address:</b>	300 Forni Road, Placerville, CA 95667 1051 Al Tahoe Blvd., Placerville, CA 96150
<b>Client Project Manager/Title:</b>	Lt. Terrell Green and Sgt. Steve Kowalczyk
<b>Telephone Number(s):</b>	530-573-3040 and 530-573-3323
<b>Email Address:</b>	<a href="mailto:green@edso.org">green@edso.org</a> and <a href="mailto:kowalczyks@edso.org">kowalczyks@edso.org</a>
<b>Project Dates (starting and ending):</b>	August 2017 – Currently active
<b>Project Description:</b>	Installation and maintenance of a fully integrated phone, VV, and tablet communication
<b>Staff assigned to reference engagement that will be designated for work per this RFP:</b>	Mark Edgecombe, Project Manager and Supervisor of Maintenance

<b>Facility Name:</b>	<b>Plumas County Jail</b>
<b>Facility Address:</b>	80 Abernathy Lane, Quincy, CA 95971
<b>Client Project Manager/Title:</b>	Commander Chad Hermann
<b>Telephone Number(s):</b>	530-283-6361 and 530-283-627
<b>Email Address:</b>	<a href="mailto:chermann@pcso.net">chermann@pcso.net</a>
<b>Project Dates (starting and ending):</b>	November 2013 to currently active
<b>Project Description:</b>	Installation Telephone System/Video Visitation System at County Jail
<b>Staff assigned to reference engagement that will be designated for work per this RFP:</b>	Tim Euper, Project Manager Mark Edgecombe, Supervisor of Maintenance

<b>Facility Name:</b>	<b>Riverside Probation Department</b>
<b>Facility Address:</b>	10000 County Farm Rd, Riverside, CA 92503
<b>Client Project Manager/Title:</b>	Daniel Castaneda, Assistant Director
<b>Telephone Number(s):</b>	760-259-5904
<b>Email Address:</b>	<a href="mailto:dcastane@rivco.org">dcastane@rivco.org</a>
<b>Project Dates (starting and ending):</b>	May 2013 - Currently active
<b>Project Description:</b>	Ward Telephone System at 400 bed Juvenile Hall (4 facilities)
<b>Staff assigned to reference engagement that will be designated for work per this RFP:</b>	Tim Euper, Project Manager Mark Edgecombe, Supervisor of Maintenance

#### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**NCIC RESPONSE:** HAS READ, AGREES, AND WILL COMPLY.

NCIC is Texas corporation and is registered as a Foreign Corporation in the state of California. NCIC meets all current certification requirements for the State of California Public Utility Commission, the FCC, and Office of the California Secretary of State. Appropriate documentation / certifications can be provided upon request.

## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE   
William L. Pope, President

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

#### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
N/A	N/A	N/A – No exceptions are being claimed.

## **Attachment B**

### **PRO-FORMA AGREEMENT**

NCIC has read and acknowledges all terms and conditions in the Pro Forma Agreement.

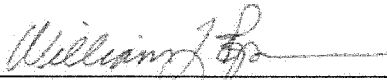
## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.



July 29, 2019

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Authorized signature and date

**William L. Pope, President**

---

Print Name & Title

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

NCIC Inmate Communications \_\_\_\_\_ Business/Contractor/Agency

William L. Pope  
Name of Authorized Representative

President  
Title of Authorized Representative

  
Signature of Authorized Representative

July 29, 2019  
Date

r20141001

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment – Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13

# Attachment E

## W-9 Request for Taxpayer Identification Number and Certification

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
--	--	--

Print or type. See Specific Instructions on page 3.	<b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION	
	<b>2 Business name/disregarded entity name, if different from above</b> dba NCIC INMATE COMMUNICATIONS	
	<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5 Address (number, street, and apt. or suite no.) See instructions.</b> 607 E. WHALEY ST.	Requester's name and address (optional)
	<b>6 City, state, and ZIP code</b> LONGVIEW, TX 75601	
	<b>7 List account number(s) here (optional)</b>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	<b>Social security number</b> _____ - _____ - _____
	or <b>Employer identification number</b> _____

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>William Z Pope</i>	Date ▶ 3/15/19
------------------	--	----------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.




## Attachment F Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)


Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: [www.kepler.sos.ca.gov/](http://www.kepler.sos.ca.gov/)

[Skip to Main Content](#) | [Skip to Footer](#)



### Alex Padilla

## California Secretary of State



Home
About
Business
Notary & Authentications
Elections
Campaign & Lobbying
State Archives
Registries
News
Contact
RSS
Facebook

**Business Entities (BE)**

**Online Services**

- [File LLC Statement of Information](#)
- [File Corporation Statement of Information](#)
- [Business Search](#)
- [Current Processing Dates](#)
- [Disclosure Search](#)
- [Service Options](#)
- [Name Availability](#)
- [Forms, Samples & Fees](#)
- [Statements of Information \(annual/biennial reports\)](#)
- [Filing Tips](#)
- [Information Requests \(certificates, copies & status reports\)](#)
- [Service of Process](#)
- [FAQs](#)
- [Contact Information](#)
- [Resources](#)
- [Business Resources](#)

### Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, May 13, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

**C2113384 NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

Registration Date:	07/02/1998
Jurisdiction:	TEXAS
Entity Type:	FOREIGN STOCK
Status:	ACTIVE
Agent for Service of Process:	<a href="#">NATIONAL REGISTERED AGENTS, INC. (C1941322)</a>

To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

**Entity Address:** 607 EAST WHALEY STREET  
LONGVIEW TX 75601

**Entity Mailing Address:** 607 EAST WHALEY STREET  
LONGVIEW TX 75601

A Statement of Information is due EVERY year beginning five months before and through the end of July.

Document Type	File Date	PDF
SI-NO CHANGE	07/02/2018	<a href="#">PDF</a>
SI-COMPLETE	07/21/2018	<a href="#">PDF</a>
REGISTRATION	07/02/1998	<a href="#">PDF</a>

## LETTERS OF RECOMMENDATION



GREGORY J. HAGWICE  
SHERIFF/COMMANDER

### Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

May 24<sup>th</sup>, 2018

RE: Inmate Phone Services

As the Commander for the Plumas County Correctional Facility, I have had the opportunity to work with a variety of companies and vendors for a full list of services utilized at our facility. Some companies are global and are not willing to work or adjust to meet the needs of a small facility. Many of the representatives for these companies have one thing in common; to gain a client for their company and earn another commission. That is not said to be a disparaging, it is just the facts of doing business.

However, there are companies like Inmate Phone Services that do things a little different. Working with this company and our area representative, Tim Euper has been nothing but great. Tim has taken the time on a routine basis just to check in and say Hi; to assure the system is living up to our expectations, and to advise when technical changes are being made. Needless to say, their service is top notch.

When it comes to service, their I.T. staff is quick to respond when there is a system issue that needs addressed. If it requires a replace component, Inmate Phone Services has it shipped as quickly as possible. Their I.T. department has always been willing to work with our technicians on developing programs and relationships with additional companies such as VendEngine to enhance our inmate services and programs. Once again, when we asked much larger companies for help, they turned us away saying we were too small.

Needless to say, I have nothing but respect and admiration for the way Inmate Phone Services have treated my department and staff. Should you be in the market, consider Inmate Phone Services as your next vendor for your inmate communication needs.

Respectfully Submitted,

Chad Hermann  
Jail Commander,  
Plumas County Correctional Facility,  
(530) 283-6361  
chermann@pcso.net

*I was first and foremost impressed with the personalities at NCIC. Secondly, the initiative, optimism, persistence of the crew and staff has been unmatched by any other. The personal attention you get from NCIC is overwhelming. They moved our facility, technology wise from the Flintstones to the Jetsons, and we couldn't be more satisfied!*

**Chief Norris**  
**Clarke County**

*I have been impressed with the quantity of information available through the Inmate Call Engine (ICE) in a user friendly call platform. The software makes it easy to manage system users and conduct investigations and has benefits for my entire department, especially my Jail Division and Criminal Investigation Division of the Sheriff's Department, and to some of the Police Departments at are local. The staff at NCIC that I have had contact with are professional and have provided prompt and courteous service.*

**Warden John Kleiner**  
**Escambia County Detention Center, Alabama**

Mark,

You and your staff are fantastic to work with. There is a night and day difference between your company and the other company we used for inmate phone service. We are a small operations for your company and the staff never makes us feel that way. Everyone is always friendly and helpful. The phone company we used before NCIC always had excuses why things could not get done. With NCIC everyone is always thinking or working on ways to make everything work together so refreshing. We are very satisfied with your company and the service we receive.

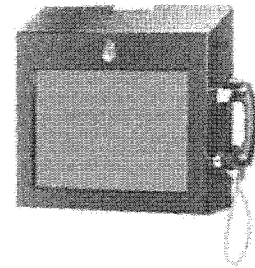
**Russ Boring**  
**Lieutenant- Jail Operations**  
**Springfield Police Department**  
**(541)744-4171**

## Additional Technologies

### Proposed by NCIC Inmate Communications

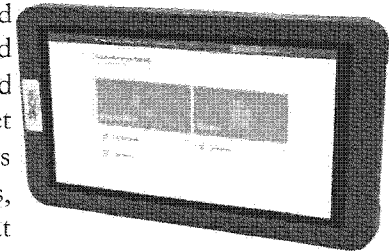
#### **Mail Scanning Solution:**

NCIC's proposed Mail Scanning Solution can help the Facility significantly cut down on incoming contraband, and provides an additional revenue source for LBPD. We developed our Mail Scanning Solution in response to our customer's needs to eliminate physical mail entering the facility, which are sometimes laced with drugs and other contraband. With the proposed solution, physical incoming mail (aside from legal mail which is typically handled separately) can simply be scanned in to the in-pod inmate kiosks for secure retrieval by the inmates. Inmates then have the option to initiate electronic messaging with their outside contacts. This solution has assisted our Facility customers in cutting down on incoming physical mail by up to eighty percent (80%).



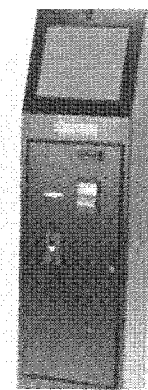
#### **Inmate Tablets:**

NCIC's proprietary Inmate Tablets are multi-functional, secure, and able to be provided at no cost to LBPD. The proposed Inmate Tablets are able to deliver all of the same functions and applications that are available on the Inmate Kiosks, including inmate messaging, Video Visitation (if approved), access to Law Library, Commissary Ordering, Inmate Messaging, and even access to the Inmate Telephone System for audio calling. Should LBPD wish to explore the option of Inmate Tablets, NCIC will be glad to provide a comprehensive on-site demonstration of Inmate Tablet functionality, features and benefits. NCIC will provide Inmate Tablets and all associated equipment and infrastructure (including charge carts, wireless access points, etc.), at the quantities required by LBPD and at no cost to the County.



#### **Lobby / Booking Kiosks:**

NCIC's Multi-functional lobby & booking kiosks can be provided at no cost to LBPD, in order to streamline the process for depositing funds and collecting cash from incoming inmates. We offer lobby deposits with the lowest fees in the industry. The secure, robust kiosk allows friends and family members to deposit money into inmate phone or commissary accounts, allowing the inmate to spend the money on phone time or other services. Booking kiosks remove the burden of handling cash from officers, and provides a detailed receipt both to the inmate and Facility, to avoid disputes about amounts collected/deposited.



**Cordless Inmate Phones (Ideal for Medical):**

NCIC is able to provide LBPD with the required quantity of cordless, robust phones that are ideal for Medical or Segregation areas, and work directly with the Inmate Telephone System. Below, we show the preferred Uniden cordless phones, as well as the after-market modifications made to the phones, ensuring that they interface securely with the inmate telephone system:



These robust phones integrate seamlessly with the inmate telephone system, and are also waterproof – which is important, as they can be wiped down with anti-bacterial cloths between use, to help reduce germs or infection.

### **Message Broadcasting to Inmates:**

The County will have the option to send Broadcast messages to the entire inmate population, groups of inmates or individual inmates regarding facility news or notifications, eliminating the workload of posting signage in each pod or dormitory. The system timestamps when the inmate listened to the message and how many times that inmate listened to the message. The recorded message will remain in our Call History for the duration of the Agreement and beyond, if necessary, allowing staff to review the recordings at any time in the future. Broadcast messages can be sent using the traditional wall-mounted phones or videophones.

### **Inmate Customer Service Voicemail:**

Perhaps the feature that relieves the most workload from facility staff is our Inmate Customer Service Voicemail. If allowed by LBPD, inmates will be able to leave a message for our customer service department when they have questions about their account or wish to call a specific number. NCIC's Customer Service Department will leave a pre-recorded message back to the inmate's inquiry to customer service via their personal I.D.

How it works: When an inmate picks up to make a call, a prompt will announce "you have a message, please press 1". The message will indicate whether the problem has been resolved with some 30 "canned" disposition messages. Additionally, a manager can leave an actual voice message if the nature of the request is not available in our pre-recorded messages. We can also set thresholds on how many messages an inmate can leave in an 8-hour period, in order to prevent inmates from leaving harassing messages.

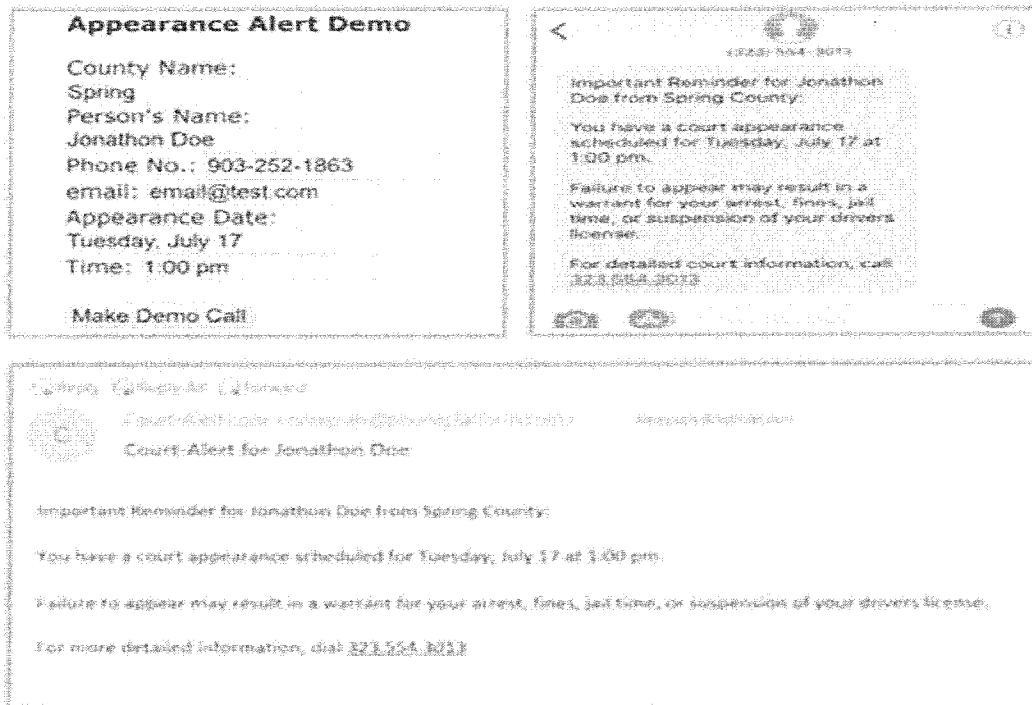
### **Court-Alert:**

Many issues face our corrections industry today with compliance of inmates and defendants. A prominent issue of the probationary sector is the increasing trend of defendant's failure to appear for court when released on their own recognizance. Tehama County, CA first made us aware of this issue, reporting as many as 80% of their defendants are not showing up for court. NCIC and the Board of Supervisors are considering final approval for our new Court-Alert notification system, which will link with the County's case management system.

NCIC's Court-Alert notification system is intuitive, straight-forward, and easy to use. Once the County personnel enters the defendant's name, cell phone number, email address, court date and time an automated reminder of an up-coming court appearance is immediately sent out via text, voice message and email from our VoIP servers. This messaging service will extend for the life of the court case, in some instances is over a year.

The defendant's failure to appear for court dates creates back logs for the courts and jails. Our goal with Court-Alert notification service is to assist the County by saving time and money, thereby reducing the number of bench warrants and other court costs.

Please see the following sample screenshots/notifications of the Court-Alert technology.



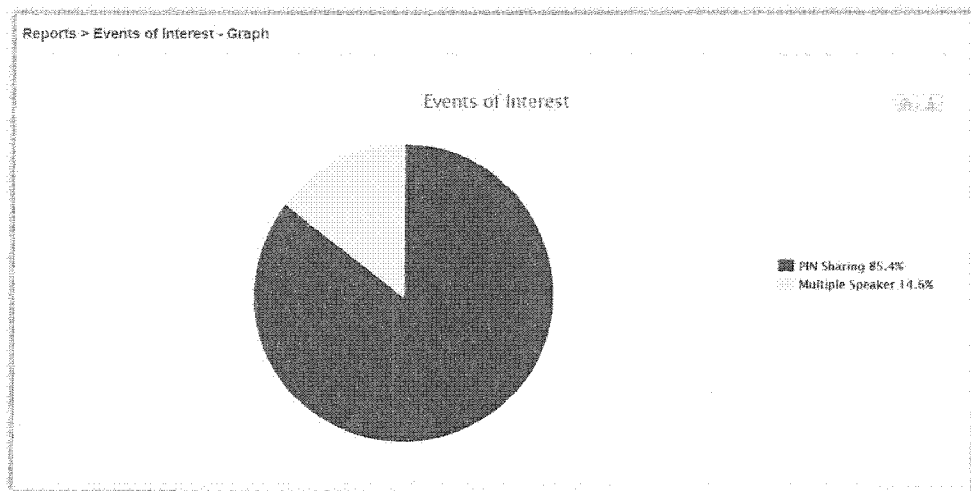
**Voice Biometrics:**

NCIC offers the industry-leading Echo™ Voice Biometrics product, which is a “continuous” voice biometrics application that synthesizes voice prints upon every use of the inmate telephone. There is no formal, cumbersome enrollment process for the Echo™ system (meaning absolutely no staff/officer involvement during the intake process) and inmates don’t know that their voice prints are being created and refined with every call. Facility staff are able to locate instances of PIN theft and PIN sharing quickly and easily, and use the intuitive Echo™ user interface to locate events of interest, identify three-way calling events and pinpoint the exact point within a call that the voice print changes from one inmate to another (“Multi-Speaker Events”). Additionally, call or voice audio can be taken from other external sources (outside of the County inmate telephone system) and manually fed through the proposed Echo™ Voice Biometrics system in order to determine if a particular voice print belongs to an inmate who has previously been housed at any Facility using Echo™, or if that person has been called by previous inmates at any Facility using Echo™. Voice Biometrics is offered at no cost or commission deduction to the County.

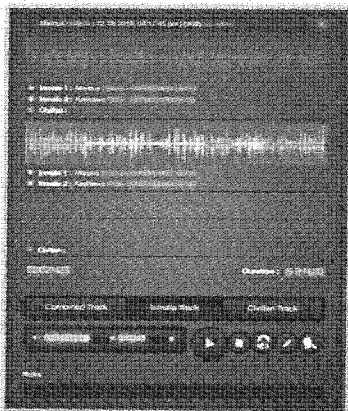
Echo™ provides correctional personnel with numerous investigative tools to aid investigation in the analysis of calls and facilitates the discovery of actionable intelligence revealed through biometric processing, that may otherwise go unseen. Some of the advantages offered by Echo™ include:

- No lengthy enrollment process – Voice Prints are automatically and covertly created and continuously improved, delivering highest accuracy rates possible.
- Identify PIN sharing events – Along with the identity of the imposter, allowing investigators to focus their efforts on calls that have the highest likelihood to include actionable intelligence.

- Query records by voice – Identify all calls in which the targeted inmate may have spoken. Voices of civilians can also be run against database, providing investigators with unparalleled intelligence gathering tools.
- Create voice prints on request – Prints can be processed against historical calls, allowing investigators to listen to and extract potential intelligence, regardless of inmate or civilian identity or number of telephone numbers used.
- Continuous Voice Identification – Provides investigators not only verification of whom is speaking, but also the identity of all inmate(s) who speak during a call.
- Link civilians by voice – Echo™ is the only solution that can create and match on demand or automatically, prints and biometric results for civilians in addition to inmates.



The Echo™ Voice Biometrics system offers the most advanced tools for implementing restrictions and fraud controls. The security and fraud prevention capabilities of the Echo™ system currently in use in over 550 facilities in 12 countries will provide LBPD with a low-risk and robust method of preventing and/or prosecuting criminal activity, and ensuring the integrity of the system and true identity of the callers.

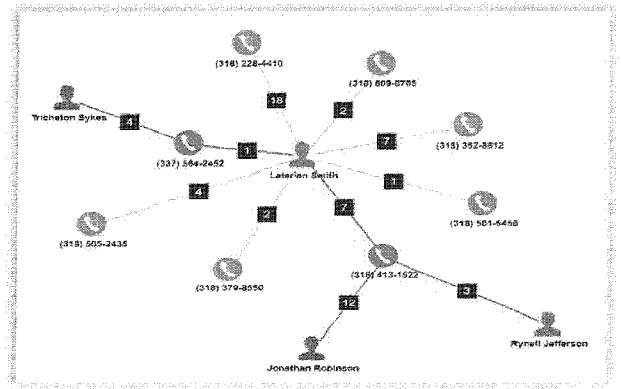


The proposed Voice Biometrics System is independent of Language, Channel, or Text: This means the Biometric Voice Print can be recorded or extracted from any source and used to match in any other channel. Additionally, regardless of what language the Voice Print is created in it can be matched in any language the detainee speaks, regardless of what is said. Additionally, the Multi-Speaker Report within the proposed Voice Biometrics application shows when multiple inmates are participating in the same call,

regardless of which inmate PIN was used to initiate the call.

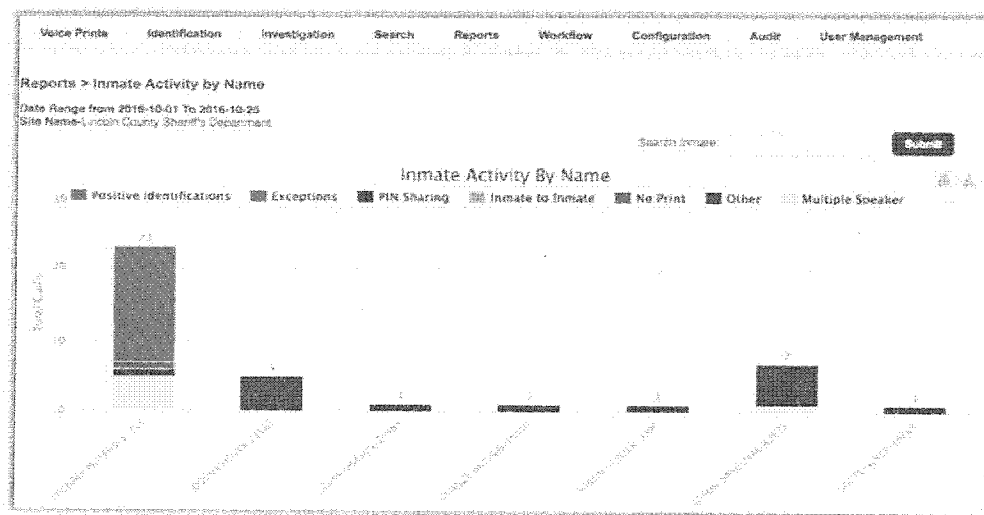


The Echo™ Voice Biometrics application contains a proprietary Visual Link Analysis (“VLA”) application, depicting common call associations involving inmates and Called Parties. The overall Inmate Communications System comes with training and continual support covering all aspects of the system. Shown herein is a sample screenshot of the VLA report.



The proposed PIN System, utilizing both PIN1 and PIN2 security, combined with our Echo™ Voice Biometrics, has the following features:

- Echo™ provides for continuous voice identification, providing investigators not only verification of whom is speaking but also the identity of the detainee.
- Echo™ is the only solution that DOES NOT require a lengthy, formal enrollment process. Prints are automatically created and continuously improved delivering the highest accuracy possible.
- Echo™ is able to create voiceprints on request. This is a powerful tool to have when a suspect is not a detainee and is using many different phone numbers. Once the print is created, the voice can be searched through historical calls so investigators can listen to and extract potential intelligence.
- Echo™ is not only able to identify PIN sharing but also the identity of the PIN thief, allowing investigators to focus their investigative efforts.
- The database can be queried by voice, identifying all the calls in which a targeted detainee may have spoken. Much more than this, a voice of a targeted NON-DETAINEE can also be run against the database giving investigators unparalleled intelligence gathering tools.
- In the event that Echo™ cannot positively identify the identity of an impostor, the system will still notify that the speaker was not the owner of the PIN.



# EXHIBIT “B”

Rates or Charges



**City of Long Beach**  
**Inmate Telephone & Jail Video Visitation System**  
**RFP Number PD 19-079**

**Due Date: August 1, 2019**  
**at 11:00am**

City of Long Beach  
Purchasing Division  
333 West Ocean Blvd, 7<sup>th</sup> Floor  
Long Beach, CA 90802

NCIC COST PROPOSAL



**Inmate Telephone and Video System**  
**EXHIBIT "A"**

Commission rate paid to the Inmate Welfare Fund on a monthly basis:

60% of total revenue generated by the telephone and video visitation system.

Charge for removal of current equipment: \$ 0.00

(Note: The City is intending for removal to be provided at no charge. Bids charging for removal may be rejected)

Charge for onsite maintenance and repair: \$ 0.00 Per hour

(Note: The City is intending for maintenance and repair to be provided at no charge. Bids charging for system maintenance and repair may be rejected)

Response time for onsite repairs: Please refer to Service Response Times Matrix on Page 22 of the Narrative Proposal.

Note: If the response time is more than 4 hours, the bid may be rejected)

Charge for telephone technical support: \$ 0.00

(Note: The City is intending for technical support to be provided at no charge.

Bids charging for technical support may be rejected)

Hours of availability of technical support: 24 x 7 x 365

(Note: If less than 24 hours per day, 365 days per year, the bid may be rejected) Charge for as-needed expert testimony:

\$ 0.00 Per hour as *applicable*

\$ 0.00 Per diem as *applicable*

\$ 0.00 Travel costs as *applicable*

NCIC is proposing a completely no-cost, revenue-generating Agreement for the City of Long Beach. The City of Long Beach will never receive an invoice from NCIC at any time throughout the course of the Agreement, related to any aspect of the proposed Inmate Communications System (including initial installation and ongoing maintenance). In addition to the traditional commission %, NCIC is offering a Minimum Monthly Guarantee ("MMG") Per Inmate. The MMG is designed to assist the City of Long Beach in navigating the myriad of unrealistically high, percentage-based commission offers that are typically tossed around in response to Inmate Telephone RFPs.

Additional information regarding NCIC's proposed compensation offer is on the following chart.

## RATES, FEES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.25	\$0.00	\$0.25
INTRALATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTERSTATE	\$0.00	\$0.21	\$0.00	\$0.21
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	60% of TRUE Gross Call Revenue			
MINIMUM MONTHLY GUARANTEE (MMG):	\$50.00 per Inmate, per Month*			
ANNUAL AUDIT FUNDING PAYMENT:	\$2,500.00 (To be allocated towards an annual, independent audit of NCIC's operations)			
VIDEO VISITATION SYSTEM (VVS)				
ON-SITE VISITATION (per-minute rate):	\$0.00			
OFF-SITE VISITATION (per-minute rate):	\$0.38			
VVS REVENUE-SHARE:	25% of Gross Visit Revenue			

\*The Minimum Monthly Guarantee (MMG) is based on the Average Daily Population (ADP), which is calculated based on average number of active inmate PINs for each traffic month.

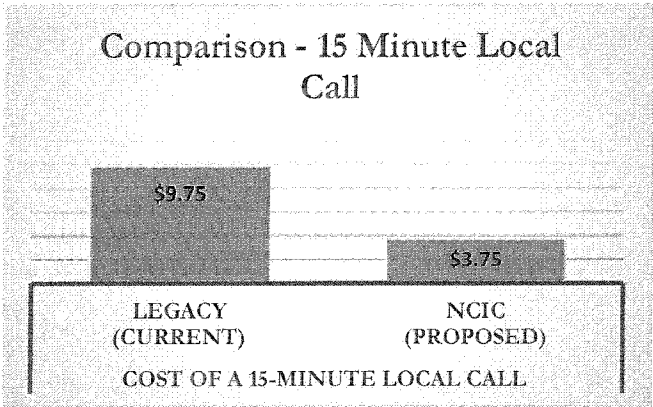
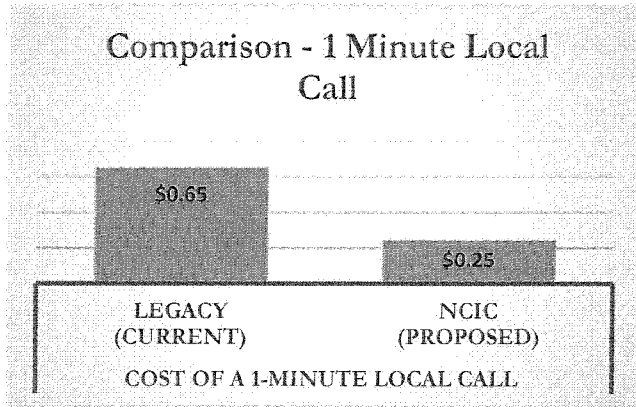
INMATE TELEPHONE SYSTEM - FEES	
CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	\$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	\$3.00
WEB TRANSACTION FEE:	\$3.00

In addition to the commission percentage proposed in the table above, NCIC is offering a "Minimum Monthly Guarantee" (MMG) of \$50.00 per Inmate. On a monthly basis, the greater of the two amounts (60% of TRUE Gross Revenue OR the MMG of \$50.00/Inmate) will be the applicable compensation payable to the City of Long Beach. For the City's reference, the incumbent Inmate Telephone Provider has been paying a monthly Commission per Inmate of around \$44.05 (see table below).

### Legacy Inmate Communications – Performance at LBPB (January – June 2019)

Gross Revenue	Commission Paid	Monthly Gross Revenue	Monthly Commission Paid	Monthly Revenue per Inmate	Monthly Commission per Inmate
\$33,039.93	\$23,788.75	\$5,506.66	\$3,964.79	\$61.19	\$44.05

On the following page, we show a comparison between the *current* call costs, versus the *proposed* call costs.



# EXHIBIT “C”

City’s Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

# EXHIBIT “D”

Additional Materials/Information Furnished:

NONE



# EXHIBIT “E”

Contractor’s Key Employee:

William Pope  
903-757-4455  
bill.pope@ncic.com