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From: Chris Yi

Envelope Subject: Please DocuSign these documents: District of Columbia - (DC Net) Order CW48527

Attachments to Fax:

Envelope ID: 8d3a4edd-3b55-4244-946c-7dea227da897

Sender Account Name: NICE Systems, Inc.

Number of Pages: (including cover page)

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
TASK ORDER/Deliver ORDER FOR SERVICES
OFFEROR TO COMPLETE BLOCKS 18 & 29

2. TASK ORDER AGREEMENT NO. CW48527
3. Award/Effective Date See 30C below
4. CONTRACT NUMBER HGAC RP07-17
5. SORICATION NUMBER Doc288920
6. SOLICITATION ISSUE DATE 11-15-2016

7. FOR SOLICITATION INFORMATION CONTACT:
   Email: warren washington@dc.gov
A. NAME Warren C. Washington
   Contract Specialist
B. TELEPHONE (No Collect Calls) 202-727-2354
8. Offer due date 11-18-2016

9. ISSUED BY OFFICE OF CONTRACTING AND PROCUREMENT
   441 4th Street, NW, Suite 700S
   Washington, DC 20001

10. THIS ACQUISITION IS
    □ UNRESTRICTED
    □ SET ASIDE 100 % FOR SMALL BUSINESS
    □ SMALL DISADV. BUS.
    □ GSA
    □ DCSS
    □ Cooperative Agreement

11. DELIVERY FOR FOB
    DESTINATION UNLESS BLOCK IS MARKED
    □ N/A
    □ □ RESERVED

12. PAYMENT DISCOUNT TERMS
    Net 30 days

13. METHOD OF SOLICITATION
    □ RFP
    □ IFB
    □ RFP

14. ADMINISTERED BY:
    OFFICE OF CONTRACTING AND PROCUREMENT
    441 4th Street, NW, Suite 700S
    Washington, DC 20001

15. CONTRACTOR / OFFEROR
    NICE SYSTEMS INC.
    401 From Road
    Paramus, NJ 07652

16. PAYMENT WILL BE MADE BY
    DC Office of the Chief Technology Officer (Accounts Payable)
    200 1 St. SE
    Washington, DC 20001
    202-727-2277

17. DELIVER TO
    DELIVERY ATTN: Michael J. Shaw (Mick)
    Office of the Chief Technology Officer
    655 15th Street, NW, Suite 400
    Washington DC, 20005
    Phone: 202.715.379
    Email: mick.shaw@dc.gov

18. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER □
    18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS
         BLOCK BELOW IS CHECKED
         □ SEE ADDENDUM

19. SCHEDULE OF SUPPLIES/SERVICES
    20. ITEM NO.
    21. QUANTITY          22. UNIT PRICE
    23. AMOUNT

1. Nice System Licenses and Maintenance Services
   See Attachment B – Price Schedule

    1  lot  209,090.60  $209,090.60

25. ACCOUNTING AND APPROPRIATION DATA
    ENCUMBRANCE CODE:

    26. TOTAL AMOUNT (FOR GOVT. USE ONLY)

    $209,090.60

27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE
    ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH
    OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS
    AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS
    AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.

28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO
    THIS TASK ORDER IN THE FOLLOWING ORDER: (1) SEE SECTION A.

29A. SIGNATURE OF OFFEROR / CONTRACTOR

29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
    Yaron Hertz – President

29C. DATE SIGNED
    June 30, 2017

30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)

30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
    Chris Yi – Contracting Officer

30C. DATE SIGNED
    7-7-17
1. **PRODUCT REQUIRED:** The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer seeks a vendor to provide licenses and maintenance support to DC-Net's existing Nice Systems voice call recording platform.

2. **DC Supply Schedule:** N/A

3. **TASK ORDER NO.:** CW48527 /H-GAC RP07-17

4. **PERIOD OF PERFORMANCE:** The period of performance shall from the Date of Award through September 30, 2017.

5. **OPTION TO EXTEND THE TERM OF THE CONTRACT**

5.1 The District may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

5.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

5.3 The price for the option period shall be as specified in the Section B of the contract.

5.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

6. **CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Chris Yi  
Office of Contracting and Procurement  
200 I Street, SE Fifth Floor  
Washington, DC 20003  
Telephone: 202-724-5069  
E-mail: chris.yi@dc.gov
7. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

a. The CO is the only person authorized to approve changes in any of the requirements of this contract.

b. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

c. In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

8. Contract Administrator (CA)

a. The CA is responsible for general administration of the contract and advising the CO as the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

b. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract; Coordinating site entry for Contractor personnel, if applicable;

c. Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

e. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

f. The address and telephone number of the CA is:

Christina Thiele, Manager
Telecommunications Support Services, OCTO
200 I Street, SE, 5th Floor, Washington DC 20003
202-727-5745
Christina.thiele@dc.gov
9. The CA shall NOT have the authority to:
   a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
   b. Grant deviations from or waive any of the terms and conditions of the contract;
   c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the Contract.
   d. Authorize the expenditure of funds by the Contractor;
   e. Change the period of performance; or
   f. Authorize the use of District property, except as specified under the contract.
   g. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

10. Payment

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

11. Invoice Submittal

a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Accounts payable at the Office of the Chief Technology Officer, with a concurrent copy to the Contracts Administrator (CA) specified in Section 7. The address of the Office of the Chief Technology Officer is:

   Office of the Chief Technology Officer/ Accounts Payable
   2001 Street, SE, Room 5410-D
   Washington, DC 20003

b) To constitute a proper invoice, the Contractor shall submit the following information:
   i. Contractor’s name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
   ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
   iii. Description, price, quantity, and dates of work actually performed;
   iv. Other supporting documentation or information, as required by the Contracting Officer;
v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

vi. Name, title, phone number of person preparing the invoice;

vii. Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

viii. Authorized signature.
12. **Delivery**

The Office of the Chief Technology Officer will not accept any re-furbished software for original re-purchases. No substitution of hardware manufacturer, model, or type will be accepted. Equipment is to be shipped in its entirety to the address below in the original manufacturer packaging.

Michael J. Shaw (Mick)  
Office of the Chief Technology Officer  
655 15th Street, NW, Suite 400  
Washington DC, 20005  
Phone: 202.715.3789  
E-mail: mick.shaw@dc.gov

13. **Attachments**

- Attachment A – Statement of Work  
- Attachment B – Price Schedule  
- Attachment C – H-GAC RP07-17 contract
ATTACHMENT A: Statement of Work

A.1 Scope

The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer seeks a vendor to provide a maintenance support plan to DC-Net’s existing Nice Systems voice call recording platform.

A.2 Applicable Documents
N/A

A.3 Definitions
N/A

A.4 Background

a) In May of 2008, The Office of the Chief Technology Officer’s DC-Net program engaged Avaya to assist in the procurement of a Voice Call Recording Server (VCRS) compatible with the Avaya switch platforms voice service and consistent with District of Columbia agency call centers requirements.

b) Since this procurement, call center agent recording services have been part of the DC-Net product portfolio. The core platform and application in support of this technology is based on equipment from NICE Systems.

c) DC-Net currently provides call recording services to several DC Government agencies, some of the agencies have operations 24x7.

A.4.1 System Usage and Demand

The NICE VCRS currently serves call agents at the following District government agencies:

1) Child and Family Services Agency (CFSA)
2) Office of the Chief Technology Officer (OCTO)
3) Health Benefit Exchange Authority (DCHBX)
4) Public Services Commission (PSC)
5) Office of the Attorney General (OAG)
6) Department of Employment Services (DOES)
7) Department of Police Complaints (DCPC)
8) Board of Elections and Ethics (BOEE)
9) Department of Transportation (DDOT)
10) Department of Human Services (DHS)
11) Office of Contracts and Procurement (OCP)
12) Department of Regulatory Affairs (DCRA)
13) Department of Public Works (DPW)
A.5 Requirements

The Contractor shall provide 24x7 maintenance support for the existing call recording system to include the installation of periodic patches to improve performance and resolve issues. The Contractor shall provide a maintenance plan outlining the execution strategy for the maintenance support.

A.5.1 The Contractor shall provide the following in support of the necessary expansion:

   a) The contractor shall provide maintenance support for the NICE Engage 6.4 recording system.
      a) The support shall include 24x7 remote support to give DC-Net engineers direct access to the NICE technical support team to quickly escalate call recording issues.
      b) The support shall include the installation of periodic patches to the system to improve performance and to resolve identified issues.

   b) The contractor shall provide 200 Interaction Management Platform licenses

   c) The contractor shall provide 75 AIR Voice Capture Channel licenses

   d) The contractor shall provide 75 Encryption licenses for AIR Channels.

   e) The contractor shall provide all necessary professional services to deliver and deploy the additional licenses. All installation and professional services labor requirements shall be performed by Nice Systems certified personnel.

A.5.2 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer’s normal [and extended] warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, “gray market” or substitute third party items will not be accepted. The responding Contractor shall be an authorized reseller of the products specified.
A.5 Deliverables

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable in accordance with the following:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>QTY</th>
<th>Format / Method of Delivery</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Interaction Management. Platform license key</td>
<td>200 each</td>
<td>Electronic</td>
<td>Date of Award</td>
</tr>
<tr>
<td>0002</td>
<td>AIR Voice Capture Channel license key</td>
<td>75 each</td>
<td>Electronic</td>
<td>Date of Award</td>
</tr>
<tr>
<td>0003</td>
<td>Encryption license key for AIR Channels</td>
<td>75 each</td>
<td>Electronic</td>
<td>Date of Award</td>
</tr>
</tbody>
</table>

All materials to be delivered to:

Office of the Chief Technology Officer  
655 15th Street, NW, Suite 400  
Washington DC, 20005  
Phone: 202.715.3789  
E-mail: mick.shaw@dc.gov
ATTACHMENT B: Pricing Schedule

B.1 The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer seeks a vendor to provide a maintenance support plan to DC-Net’s existing Nice Systems voice call recording platform.

B.2 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.2.1 The District contemplates award of a firm fixed price contract.

B.3 PRICING SCHEDULE-FIRM FIXED PRICE

B.3.1 Base Year
(Date of Award through September 30, 2017)

<table>
<thead>
<tr>
<th>Contract Line Item No. (CLIN)</th>
<th>Description Name</th>
<th>Part Number</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>NICE Enterprise Maintenance Support</td>
<td>PS-MNT-ENH-DIR</td>
<td>1 lot</td>
<td>$146,140.60</td>
<td>$146,140.60</td>
</tr>
<tr>
<td>0002</td>
<td>Interaction Management Platform licenses</td>
<td>NICE-IM-LMP</td>
<td>200 each</td>
<td>$120.00</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>0003</td>
<td>AIR Voice Capture Channel licenses</td>
<td>NICE-IM-VC-AIR</td>
<td>75 each</td>
<td>$360.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>0004</td>
<td>Encryption licenses for AIR Channels</td>
<td>NICE-IM-ENCR-AIR</td>
<td>75 each</td>
<td>$60.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>0005</td>
<td>Professional Service for license delivery and installation</td>
<td>PS-PM-DYL-01</td>
<td>1 lot</td>
<td>$7,450.00</td>
<td>$7,450.00</td>
</tr>
</tbody>
</table>

Base Year Total $209,090.60

B.2 OPTION YEAR ONE (1)
(October 1st 2017 through September 30, 2018)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description Name</th>
<th>Part Number</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>NICE Enterprise Maintenance Support</td>
<td>PS-MNT-ENH-DIR</td>
<td>1 Year</td>
<td>$143,107.61</td>
<td>$143,107.61</td>
</tr>
</tbody>
</table>

Option Year 1 Total $143,107.61
### B.3 OPTION YEAR TWO (2)
(October 1\textsuperscript{st} 2018 through September 30, 2019)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description Name</th>
<th>Part Number</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>NICE Enterprise Maintenance Support</td>
<td>PS-MNT-ENH-DIR</td>
<td>1 Year</td>
<td>$143,107.61</td>
<td>$143,107.61</td>
</tr>
</tbody>
</table>

Option Year 2 Total: $143,107.61

### B.4 OPTION YEAR THREE (3)
(October 1\textsuperscript{st} 2019 through September 30, 2020)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description Name</th>
<th>Part Number</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>NICE Enterprise Maintenance Support</td>
<td>PS-MNT-ENH-DIR</td>
<td>1 Year</td>
<td>$143,107.61</td>
<td>$143,107.61</td>
</tr>
</tbody>
</table>

Option Year 3 Total: $143,107.61

### B.5 Grand Total

- Base Year: $209,090.60
- Option Year 1: $143,107.61
- Option Year 2: $143,107.61
- Option Year 3: $143,107.61
- Grand Total: $638,413.43