

Task Order 870
Genetec Licenses

This Task Order 870 is effective as of March 31, 2015 and is by and between the Public Building Commission of Chicago ("PBC"), a municipal corporation and unit of local government existing under the Constitution of the State of Illinois on behalf of itself and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "State") and Motorola Solutions, Inc., a Delaware corporation ("Vendor" or "Motorola") and is issued under and is subject to the terms and conditions set forth in the Master Agreement, dated January 19, 2011, between the PBC and Vendor (the "Agreement"), except as noted below and is incorporated by reference therein. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

This Task Order is issued in connection with that certain Master Intergovernmental Agreement dated as of April 19, 2011 between the Public Building Commission and the City of Chicago for Undertaking #29.

RECITALS

- A. The Agreement provides that Services, and Goods and Software must be authorized in writing in a Task Order that describes with particularity such Services, and Goods and Software, together with any Deliverables, a timetable for delivery, and other specific commercial terms and conditions regarding such Services, Goods and Software, including the applicable Fees.
- B. The PBC desires that Vendor provide certain Services, Goods and Software in connection with the project in accordance with the Agreement and as set forth herein, and Vendor desires to provide such Services, Goods and Software in accordance with the Agreement and as set forth herein.
- C. Vendor is solely responsible for successful completion of all work (regardless if performed by a subcontractor), customer satisfaction and any remediation required.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the Parties agree as follows:

ARTICLE 1. TASK ORDER AND NOTICE TO PROCEED

Upon execution of this Task Order by the Executive Director, or by the Authorized Commission Representative, if this is an Emergency Task Order, Vendor may commence performance of the Services set forth in this Task Order.

ARTICLE 2. SCOPE OF SERVICE

Project Overview

Motorola Solutions will procure and set up 1,000 Genetec Licenses for the Office of Emergency Management.

These licenses will include Software Maintenance Agreement (“SMA”) that is coterminous with the Motorola maintenance contract through December 31, 2015.

Technical Resource Hours

Vendor will supply technical resource to update the security center license. Motorola expects the update of the license to take 15 minutes with 20 minutes of scheduled downtime.

Completion Criteria

This task order will be complete when security center configuration tool shows “Number of cameras and analog monitors” to exceed 8273.

ARTICLE 3. ASSUMPTIONS

3.1. Overview

The Parties acknowledge and agree that they have entered into this Task Order 870 based on the assumptions stated in this Article 3.2 (the “Assumptions”), and that they will negotiate in good faith adjustments to this Task Order 870 (i) pursuant to the Change Control Process to the extent deviations in the Assumptions have a direct impact on the Goods, Software and Services or (ii) as otherwise provided in this Article 3.2. Vendor agrees that if an Assumption is not true, Vendor will promptly notify the PBC in writing and use commercially reasonable efforts to mitigate any adverse impact on the Goods, Software and Services and any potential increase in the Fees. Vendor agrees that these Assumptions are the only assumptions regarding the Services under this Task Order 870.

3.2. Assumptions

1. Vendor will provide Services under this Task Order during first shift, Monday through Friday. Except national holidays, unless otherwise mutually agreed. Services labor pricing has been based upon the above operating hours.
2. Written approval in the form of a Notice to Proceed must be received prior to starting any work or ordering any material for this project.
3. The services will be performed at locations in Chicago, Illinois.
4. Motorola may utilize subcontractors to staff some of this engagement.
5. Delivery of Goods and Software is dependent upon availability from the manufacturer. In the event that availability through the normal ordering process does not meet the needs of the PBC, the Change Control Process may be used to procure the Goods and

Software through other channels. If it is determined that those components may not be available through the contract period, Motorola will review this with the PBC to determine alternate solutions.

6. All changes to the Goods or the Services for such Goods will be processed through the Change Control Process.
7. Acceptance testing will not be required.

3.3. PBC Responsibilities

1. The PBC will perform its obligations under the Master Agreement.
2. The PBC will provide a PBC Project Manager. The PBC Project Manager's responsibilities include:
 - A) Serve as the interface between Motorola Solutions the OEMC, CTA and any of the City's appointed subcontractors as required by the scope of the project.
 - B) Designate one individual as the person that will be responsible for executing the deliverable acceptance procedure and the person will be named within five (5) days of contract execution.
 - C) Adhere to the Change Control Process with the Motorola Solutions Project Manager.
 - D) Attend Project status meetings.
 - E) Help resolve Project issues and escalate issues
 - F) Coordinate with the OEMC as required on project activities in which Motorola Solutions requires input or output from OEMC personnel.

ARTICLE 4. DELIVERABLES

Motorola will provide the following deliverable:

- 1000 Genetec licenses for users

ARTICLE 5. WARRANTY AND MAINTENANCE

Licenses include a Software Maintenance Agreement ("SMA") that is coterminous with the Motorola maintenance contract through December 31, 2015.

APPENDIX ITEMS

Insurance

Unless stated otherwise in this task order, no additional insurance coverage, limits, or evidence of the same; other than that previously provided by Motorola, shall be required.

The following subcontractors will perform work pursuant to this Task Order.

- A) None

Execution of this Task Order by the Commission shall be evidence of the Commission's approval of use of the subcontractors by Motorola.

Pricing Detail

| Resource | Rate | Quantity | Total |
|--|-------|----------|------------------|
| Project Management – License Procurement | \$200 | 2 | \$400 |
| Genetec Licenses | \$125 | 1,000 | \$125,000 |
| Task Order Total | | | \$125,400 |

Total Project Cost: \$125,400

Start Date: Date of NTP Issuance

Substantial Completion: 5 calendar days after NTP

Payment Schedule: Financial Terms are subject to the terms and conditions set forth in the Master Agreement, dated January 19, 2011, between the PBC and Vendor.

The pricing quoted herein is valid for 90 days from the date of this Task Order. If this Task Order is not accepted during that price validity period, MSI may provide a revised Task Order and pricing is subject to change.

Signature Page

In Witness Whereof, the Parties hereto have executed this Task Order 870 as of the date first written above.

Agreed to:

Public Building Commission of Chicago

Agreed to:

Motorola Solutions, Inc.

By:

Authorized Signature

By:

Authorized Signature

Name (type or print)

Name (type or print)

Date:

Date:

Approved by:

Office of Emergency Management Communications

Agreement Number: PS1836

By:

Authorized Signature

Task Order Number: 870

Name (type or print)

Vendor Office Address:

Motorola Solutions, Inc.
1301 E. Algonquin Rd.
Schaumburg, Illinois 60196

Date:

Customer Address:

The Public Building Commission of Chicago
50 W. Washington Street
Chicago, Illinois 60602

M/WBE

| Contractor Estimate* | |
|-----------------------------|--------------------------|
| Contractor | Motorola Solutions, Inc. |
| Task Order Number | 870 |
| Project Title | Genetec Licenses |
| Date | March 31, 2015 |
| Estimate | \$125,400 |

| Contractor | Duties | Trade | M/WBE Status | Ethnicity | Total \$ | M/WBE \$ | % of Project |
|--|---------------|--------------|---------------------|------------------|-----------------|-----------------|---------------------|
| N/A | N/A | N/A | N/A | N/A | \$ | \$ | % |
| This Task Order is for software licenses only thus eliminating the option to use any M/WBE services. | | | | | | | |

| Type | Amount | Percentage |
|--|---------------|-------------------|
| Total MBE Subcontractor Participation Scheduled | \$ | % |
| Total WBE Subcontractor Participation Scheduled | \$ | % |
| Total M/WBE Subcontractor Participation Scheduled | \$ | % |

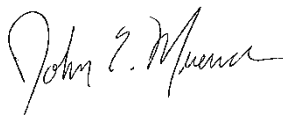
| Type | Amount | Percentage |
|--|---------------|-------------------|
| Total MBE African American Subcontractor Participation | \$ | % |
| Total MBE Hispanic Subcontractor Participation | \$ | % |
| Total MBE Asian Subcontractor Participation | \$ | % |

| Key |
|---|
| Trades—S: Subcontractor; M: Material Supplier |
| M/WBE's—M: Minority; W: Women; N: Non-M/WBE |

* The pricing elements included above are estimated prior to project completion

John Muench

Name (printed)



Name (signed)

March 31, 2015

Date