

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **32315**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 16,
4 2011, pursuant to a minute order adopted by the City Council of the City of Long Beach
5 at its meeting on June 21, 2011 by and between SOLNOVO, INC., a California
6 corporation, with a place of business at 2828 Cochran Street, # 256, Simi Valley, CA
7 93065 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

8 WHEREAS, the City requires specialized services requiring unique skills to
9 be performed in connection with computer replacement and installation ("Project"); and

10 WHEREAS, City has selected Consultant in accordance with City's
11 administrative procedures and City has determined that Consultant and its employees
12 are qualified, licensed, if so required, and experienced in performing these specialized
13 services; and

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

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

19 1. SCOPE OF WORK OR SERVICES.

20 A. Consultant shall furnish City with specialized services more
21 particularly described in Exhibit "A", (Proposal). Exhibit "A" is attached to this
22 Agreement and incorporated by this reference. Said services shall be performed
23 in accordance with the standards of the profession. City shall pay for these
24 services in the manner described below, not to exceed One Hundred Ninety-Five
25 Thousand Dollars (\$195,000.00) per year at the rates or charges shown in Exhibit
26 "B".

27 B. Consultant may select the time and place of performance for
28 these services provided, however, that access to City documents, records, and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant in due course following receipt from Consultant and approval
5 by City of invoices showing the services or task performed, the time expended (if
6 billing is hourly), and the name of the Project. Consultant shall certify on the
7 invoices that Consultant has performed the services in full conformance with this
8 Agreement and is entitled to receive payment.

9 D. Consultant represents that Consultant has obtained all
10 necessary information on conditions and circumstances that may affect its
11 performance and has conducted site visits, if necessary.

12 E. CAUTION. Consultant shall not begin work until this
13 Agreement has been signed by both parties and until Consultant's evidence of
14 insurance has been delivered to and approved by the City.

15 2. TERM. The term of this Agreement shall commence on September
16 1, 2011, and shall terminate on August 31, 2012, unless terminated earlier, as provided in
17 this Agreement. City's City Manager shall have two (2), one-year options to renew the
18 Agreement.

19 3. COORDINATION AND ORGANIZATION.

20 A. Consultant shall coordinate its performance with City's
21 representative, P.C. Replacement/ Asset Management Supervisor. Consultant
22 shall advise and inform City's representative of the work in progress on the Project
23 in sufficient detail so as to assist City's representative in making presentations and
24 in holding meetings on the Project.

25 4. INDEPENDENT CONTRACTOR. In performing its services,
26 Consultant is and shall act as an independent contractor and not an employee,
27 representative, or agent of City. Consultant shall have control of Consultant's work and
28 the manner in which it is performed. Consultant shall be free to contract for similar

1 services to be performed for others during this Agreement provided, however, that
2 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
3 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
4 Consultant's compensation, b) City will not secure workers' compensation or pay
5 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
6 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
7 of City employees. Consultant expressly warrants that neither Consultant nor any of
8 Consultant's employees or agents shall represent themselves to be employees or agents
9 of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to
16 Section 1763 of the California Insurance Code and that have ratings of or
17 equivalent to A:VIII by A.M. Best Company the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
21 coverage shall include but not be limited to broad form contractual liability,
22 cross liability, independent contractors liability, and products and
23 completed operations liability. The City, its boards and commissions, and
24 their officials, employees and agents shall be named as additional
25 insureds by endorsement (on City's endorsement form or on an
26 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
27 26 11 85), and this insurance shall contain no special limitations on the
28 scope of protection given to the City, its boards and commissions, and

1 their officials, employees and agents. This policy shall be endorsed to
2 state that the insurer waives its right of subrogation against City, its boards
3 and commissions, and their officials, employees and agents.

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

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

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

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

26 E. Consultant shall require that all subconsultants or contractors
27 which Consultant uses in the performance of these services maintain insurance in
28 compliance with this Section unless otherwise agreed in writing by City's Risk

1 Manager or designee.

2 F. Prior to the start of performance, Consultant shall deliver to
3 City certificates of insurance and the endorsements for approval as to sufficiency
4 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
5 the insurance, furnish to City certificates of insurance and endorsements
6 evidencing renewal of the insurance. City reserves the right to require complete
7 certified copies of all policies of Consultant and Consultant's subconsultants and
8 contractors, at any time. Consultant shall make available to City's Risk Manager
9 or designee all books, records and other information relating to this insurance,
10 during normal business hours.

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

17 H. The procuring or existence of insurance shall not be
18 construed or deemed as a limitation on liability relating to Consultant's
19 performance or as full performance of or compliance with the indemnification
20 provisions of this Agreement.

21 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
22 contemplates the personal services of Consultant and Consultant's employees, and the
23 parties acknowledge that a substantial inducement to City for entering this Agreement
24 was and is the professional reputation and competence of Consultant and Consultant's
25 employees. Neither party may assign or otherwise dispose of its rights or obligations
26 under this Agreement without the prior written consent of the other party. Any
27 unapproved assignment or delegation shall be void, and any assignee or delegate shall
28 acquire no right or interest by reason of an attempted assignment or delegation.

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

7 8. MATERIALS. Consultant shall furnish all labor and supervision,
8 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
9 necessary to or used in the performance of Consultant's obligations under this
10 Agreement.

11 9. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed or assembled and exclusively controlled by Consultant, in
13 connection with this Agreement, including but not limited to documents, estimates,
14 calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material, and memorandum ("Data") shall be the exclusive property of City.
17 Copies of Data may be retained by Consultant but Consultant warrants that Data shall
18 not be made available to any person or entity for use without the prior approval of City.
19 This warranty shall survive termination of this Agreement for five (5) years.

20 Consultant retains all rights to any information, work, invention, or
21 development in any form or medium, including all materials, documents, information,
22 software, or technology, created by Consultant as a result of performing the services
23 except as otherwise provided in this Agreement.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid.

1 11. CONFIDENTIALITY. The obligations of confidentiality and
2 nondisclosure survive the termination of this Agreement. Either party may disclose to
3 other party information, data, concepts, ideas, processes, methods, techniques, formulas,
4 know-how, trade secrets, and improvements which are confidential and proprietary to the
5 disclosing party (hereinafter referred to as "Confidential Information") so that Consultant
6 can perform the Services. Confidential Information shall remain the property of the
7 disclosing party. The receiving party agrees to hold all Confidential Information in
8 confidence and will exercise the same degree of care to prevent disclosure to others as it
9 takes to preserve and safeguard his/its own Confidential Information, but not less than a
10 reasonable degree of care. The receiving party agrees not to disclose otherwise
11 disseminate the Confidential Information to others. The receiving party will not reproduce
12 Confidential Information nor use Confidential Information commercially or for any purpose
13 other than the performance of his or its obligations under this Agreement.

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

20 13. ADDITIONAL COSTS AND REDESIGN.

21 A. Any costs incurred by the City due to Consultant's failure to
22 meet the standards required by the scope of work or Consultant's failure to
23 perform fully the tasks described in the scope of work which, in either case,
24 causes the City to request that Consultant perform again all or part of the Scope of
25 Work shall be at the sole cost of Consultant and City shall not pay any additional
26 compensation to Consultant for its re-performance.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach waived, except in writing signed by the parties

1 which expressly refers to this Agreement.

2 15. LAW. This Agreement shall be governed by and construed pursuant
3 to the laws of the State of California (except those provisions of California law pertaining
4 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
5 regulations of and obtain all permits, licenses, and certificates required by all federal,
6 state and local governmental authorities.

7 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter in this Agreement.

10 17. INDEMNITY. Consultant shall, with respect to services performed in
11 connection with this Agreement, indemnify and hold harmless the City, its Boards,
12 Commissions, and their officials, employees and agents (collectively in this Section,
13 "City") from and against any and all liability, claims, demands, damage, loss, causes of
14 action, proceedings, penalties, costs and expenses (including attorney's fees, court
15 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
16 include allegations and include Claims for property damage, personal injury or death
17 arising in whole or in part from any negligent act or omission of Consultant, its officers,
18 employees, agents, sub-consultants, or anyone under Consultant's control (collectively
19 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to
20 indemnify, but only to the extent permitted by law and specifically by Civil Code Section
21 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend
22 City and shall continue this defense until the Claim is resolved, whether by settlement,
23 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
24 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
25 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of
26 any Claim, shall tender the defense of the Claim to Consultant, and shall assist
27 Consultant at Consultant's sole expense, as may be reasonably requested, in the
28 defense.

1 18. AMBIGUITY. In the event of any conflict or ambiguity between this
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3 19. COSTS. If there is any legal proceeding between the parties to
4 enforce or interpret this Agreement or to protect or establish any rights or remedies under
5 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

6 20. NONDISCRIMINATION.

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

17 B. It is the policy of City to encourage the participation of
18 Disadvantaged, Minority and Women-owned Business Enterprises in City's
19 procurement process, and Consultant agrees to use its best efforts to carry out
20 this policy in its use of subconsultants and contractors to the fullest extent
21 consistent with the efficient performance of this Agreement. Consultant may rely
22 on written representations by subconsultants and contractors regarding their
23 status. Consultant shall report to City in May and in December or, in the case of
24 short-term agreements, prior to invoicing for final payment, the names of all
25 subconsultants and contractors hired by Consultant for this Project and information
26 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
27 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
28 637).

1 21. NOTICES. Any notice or approval required by this Agreement shall
2 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
3 postage prepaid, to the Consultant at 2828 Cochran Street, # 256, Simi Valley, CA
4 93065, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802,
5 Attn: City Manager. Notice of change of address shall be given in the same manner as
6 stated for other notices. Notice shall be deemed given on the date deposited in the mail
7 or on the date personal delivery is made, whichever occurs first.

8 22. COPYRIGHTS AND PATENT RIGHTS.

9 A. Consultant warrants that the Data does not violate or infringe
10 any patent, copyright, trade secret or other proprietary right of any other party.
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
12 and employees harmless from any and all claims, demands, damages, loss,
13 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
14 whether or not reduced to judgment, arising from any breach or alleged breach of
15 this warranty.

16 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

17 that Consultant has not employed or retained any entity or person to solicit or obtain this
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any
19 fee, commission, or other monies based on or from the award of this Agreement. If
20 Consultant breaches this warranty, City shall have the right to terminate this Agreement
21 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
22 from payments due under this Agreement or otherwise recover the full amount of the fee,
23 commission, or other monies.

24 24. WAIVER. The acceptance of any services or the payment of any

25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

1 25. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, and 22 prior to termination or expiration of this Agreement.

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

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

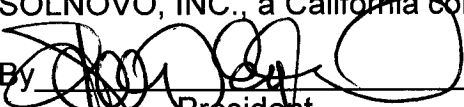
16 28. DISCLAIMER BY CONSULTANT. The express warranties and
17 representations set forth in this Agreement are in lieu of and Consultant expressly
18 disclaims all other warranties, conditions, representations (expressed or implied, oral or
19 written), with respect to the services, any products developed as a result of the services,
20 or any activities undertaken by anyone as a result of the services, including all implied
21 warranties or conditions of title, noninfringement, merchantability, or fitness or suitability
22 for any purpose, whether alleged to arise by law, by reason or custom or usage in the
23 trade, or by course of dealing. In addition, Consultant expressly disclaims any warranty
24 or representation to any person other than City with respect to the services, any products
25 developed as a result of the services, or any activities undertaken by anyone as a result
26 of the services. The language in this provision is not meant or intended to negate or be
27 in conflict with provision No. 13 which Consultant agrees to honor.

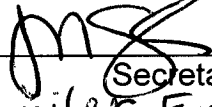
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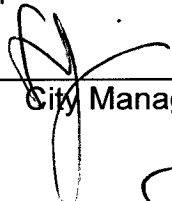
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 29. FORCE MAJEURE. Either party shall be temporarily excused from
2 performing under this agreement if any force majeure or other occurrence beyond the
3 reasonable control of either party makes such performance impossible. Under such
4 circumstances, performance under this agreement related to the delay shall be
5 suspended for the duration of the delay. Once the delaying event subsides, the delayed
6 party shall resume performance of its obligations with due diligence. The parties shall
7 use their best efforts to overcome the cause and effect of any such suspension.

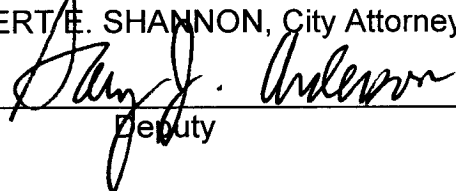
8 IN WITNESS WHEREOF, the parties have caused this document to be duly
9 executed with all formalities required by law as of the date first stated above.

10 SOLNOVO, INC., a California corporation
11 September 6, 2011 By 
12 President
13 KEVIN ENGLAND
Type or Print Name

14 September 6, 2011 By 
15 Secretary
16 Jennifer England
Type or Print Name

17 "Consultant"
18 CITY OF LONG BEACH, a municipal corporation
19 9.16, 2011 By 
20 City Manager Assistant City Manager
21 EXECUTED PURSUANT
22 TO SECTION 301 OF
23 THE CITY CHARTER.

24 This Agreement is approved as to form on Sept. 8
25 2011.

26 ROBERT E. SHANNON, City Attorney
27 By 
28 Deputy

Narrative/Technical Proposal

2010

**Personal Computer Replacement
Installation Services**



**City of Long Beach
Technology Services
Attn: Mike McNerney
333 West Ocean Boulevard, Lower Level
Long Beach, CA 90802**

RFP Proposal #: TS 10-064

RFP Response Provide By:

**Solnovo, Inc.
2828 Cochran Street
Suite 256
Simi Valley, CA 93065
(800) SOL-NOVO**

August 24, 2010

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2 Why Solnovo

Solnovo is a proven leader in providing intelligent, full-lifecycle technology solutions for corporate, government, and industry. The company leverages premier products and advanced expertise through a highly collaborative engagement model that helps customers design, acquire and build solutions targeted to solve specific business challenges.

Solnovo possesses long-standing strategic partnerships with top-tier IT security, data center, unified communications, network infrastructure and computing manufacturers. The company's skilled staff and specialized technology experts collaborate with customers from pre-sales through implementation and training, ensuring that solutions leverage industry innovations and optimize current investments. Driven by a customer-focused culture and supported by mature global logistics, customers can count on reliable services worldwide.

To ensure our solutions are on-target, Solnovo focuses the power of strong, highly-qualified resources and collaborative customer engagement to design solutions that solve the unique needs of each customer.

3 Corporate Facts

- Founded in 1989 as the IT Group, in 1999 as SAS Network Solutions, and rebranded as Solnovo in 2006 as a California Corporation.
- Privately held with headquarters in Simi Valley, CA
- 16 full time employees w/hundreds of independent contractors focused on a variety of technology certifications
- National sales and engineer presence, global distribution
- Over 90% of engineering staff possess Cisco certifications
- Cisco certified trainers on staff (National Training Program - PearsonVue Certified)

4 Competitive Edge

Strong, Highly Qualified Resources

- Strategic top tier manufacturer partnerships
- Certifications and advanced specializations
- Major contract vehicles
- Skilled, talented employees

Collaborative engagement and agile customer service

- Interactive, vendor agnostic approach
- Agile, customer-focused organization
- National sales and engineering presence

Solutions innovation proven to target and solve specific challenges

- Customized solutions
- Relevant technology focus
- Pre and post sales engineering
- Disciplined PMI-based delivery model
- Customer domain knowledge
- Track record of innovation

5 Business Leadership



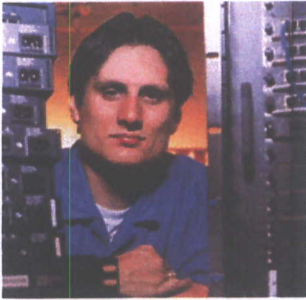
Kevin England - Senior Vice President

Kevin England is known for his entrepreneurial point of view, as an innovator, a visionary, and as a leader of extraordinary talent. He offers his clients the many benefits of his unique blend of experience in business, technology, and salesmanship. Kevin has had a successful career of developing startups, enabling turnarounds, and underwriting several successful business ventures, ranging from direct technology resellers and service consultants to Solnovo, where he continues to put his leadership and vision to work in technology. Solnovo, Inc. is a premier partner for Cisco Systems and is considered one of their leading Unified Communications and Network Integration providers in the State of California. Under his leadership, Solnovo has received Cisco's top honors in Customer Satisfaction, advanced specialization, and many other awards from a variety of industry leaders.

From September of 1989 through February of 2005, Kevin was CEO/President of the IT Group. An industry-leading provider of IP communications, computer networking solutions, advanced server technologies, and IT outsourcing support to small, medium, & enterprise businesses and public sector organizations across the State of California. The IT Group was the # 1 reseller and provider of implementation services for Gateway Computer Corporation.

A native of California, Kevin graduated from the University of Santa Barbara with a bachelor's degree in Computer Science. He has served as an invited speaker at dozens of business leadership and sales events. He is also a member of a variety of organizations that focus on the promotion of young entrepreneurs and in the development of the small business.

6 Engineering Leadership



Scott Smith - Executive Vice President

Scott A. Smith is Executive Vice President of Engineering Services for Solnovo. Since founding SAS Network Solutions, Inc., (later becoming Solnovo, Inc.) in May of 2001, he has developed an engineering focused firm, earning a reputation in the technology community as one of the top specialized advanced technology consulting firms in California.

Smith has been extolled by Cisco Systems as a Cisco Technology Solution Specialist (TSS). Smith was one of the first engineers in the West Region to be recognized for this achievement. TSS Engineers are considered to be better qualified to prepare, plan and design Cisco solutions, especially in the areas of Unified Communications and Security; having a deep understanding of product features, implementation best practices, and reference architectures.

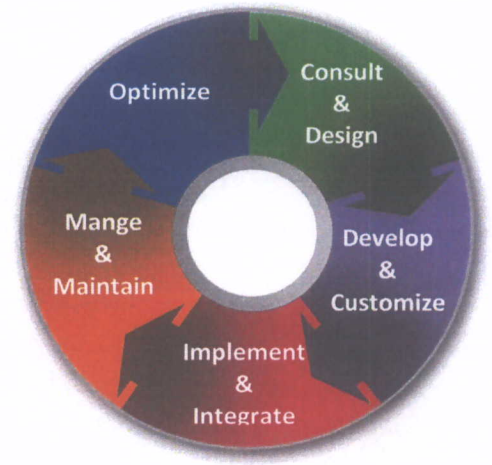
Smith has a distinguished career in the information technology arena. He earned his Bachelor's Degree in Engineering from Texas Tech University honored by faculty and the Industrial Advisory Board as the most outstanding student of his graduating class. He then went on to work as a network systems engineer at NASA's Jet Propulsion Labs, quickly advancing to the role of Director of Information Technology before moving on to a position with Cisco Systems as a systems engineer. Finally, in 2001 Smith left Cisco and founded SAS Network Solutions, Inc., which was re-branded as Solnovo, Inc. in 2006.

Since assuming the role of Executive Vice President of Engineering Services with Solnovo, Smith has developed the engineering group into one of the most specialized advanced technology Cisco partners. Additionally, Solnovo has been recognized through the TSS program for its success in advanced technology implementations the Western Region.

In addition to Smith's work with Solnovo, he currently holds a position on the Texas Tech University College of Engineering Dean's Council, assisting the dean with strategic planning, external relations and enhancing the educational and research mission of the College of Engineering.

7 Solnovo Services Life Cycle

As a premier vendor to a variety of small to medium sized business, fortune 1000 corporations, and government municipalities, Solnovo wholeheartedly and intimately understands the challenges that the City of Long Beach faces on daily basis to manage and coordinate the replacement of their city wide computer inventory. As a recognized leader in the State of California in providing desktop implementation solutions, the Solnovo technicians have an overwhelming knowledge of the city's facilities and the expertise to provide a seamless integration solution for the City of Long Beach that is unmatched in the industry and cannot be duplicated by any other vendor. Partnering with Solnovo for the cities computer replacement/installation services is the absolute right step towards ensuring that the city's CIP replacements will be completed on-time, in an efficient manner, and with utmost in customer service & satisfaction.



Solnovo is a leading provider and integrator of IT business solutions. With extensive knowledge of implementation services dating back 20 years and strategic partnerships with Microsoft®, Hewlett Packard®, Dell®, and Cisco Systems®, Solnovo's implementation services will enable the City of Long Beach to integrate their new desktops and applications into their business operations and throughout their workforce community.

When selecting an the right information technology company, businesses need a partner that is able to help them not only look at their immediate business requirements, but also their strategic initiatives. Solnovo employs a five-phased services lifecycle approach, which combines industry leading consulting and design services with the right mix of custom development, communications, and integration capabilities. This ensures that the business pain points for the City are clearly understood, and solutions provided are designed to meet business needs for now and in the future.

"I am writing this letter to commend Wesley Garrison and Brody Maughan for the levels of service they provide to staff as part of their contractual services under the Department of Technology Services.

Wesley and Brody have been extremely responsive to the needs of our staff, and have consistently provided excellent customer service. They are prompt and efficient in the completion of their duties, flexible in scheduling their work around the needs of our staff, and positive and helpful in responding to questions.

We sincerely appreciate their hard work, and ability to make our transition to our new computers as efficient as possible."

Dennis A. Keith ---

8 Solnovo Project Team

8.1 Kevin England

Senior Management In Charge of Project Operation

(818) 357-5432

kbengland@solnovo.com

Executive Profile:

Executive Leadership

Extremely experienced in advanced technologies, product design, solutions, management, and implementation.

Vision, Strategy & Execution

Instrumental in identifying, designing, evaluating, and implementing information technology initiatives that improve cost effectiveness, service quality, and business development in a constantly evolving, competitive marketplace. In-depth understanding of the key business issues that exist with regards to technology based on corporate principles, administrative techniques, organization, and management.

Development & Leadership

Technologist

Senior Consultant & Advisor

Effective and complete accountability in high-profile executive roles.

Strategic & Tactical Planning

Overcome complex business challenges and make high-stakes decisions within fast-paced, high-pressure environments using experience-backed judgment, innovation, strong work ethic, humor, and irreproachable integrity. Respected as motivational, lead-by-example manager, change agent, and proponent of empowerment and accountability.

Deal-Making

Negotiator, Strategic Partnership

Visionary thinker with global perspective and entrepreneurial drive.

National Sales, Marketing, & Distribution

Key contributor to enterprise-level planning and decision-making. Valued advisor and requested consultant to high level customers, and top-tier executives. Recently developed a national program for a key partner in conjunction with other top-level executives.

Product Development

Product Rollout & Management

Strong orientations in technical operations and finance.

Process & Performance

Improvement

Participate in high-level technical initiatives—infrastructure design, process reengineering, product procurement, reorganization, business / product integration—for small to medium sized businesses, Fortune 1000, public sector, divisions and strategic business units—startup, rapid growth, and culture change.

Business & Institutional Sales

Team Building & Leadership

High-performance executive with advanced technology experience.

Highly Effective Communicator

Consistent success in maximizing corporate performance. Drive growth, generate revenues, capture market share, improve profits, and enhance value across all markets. Mentor, motivate, and lead high-performance engineers, business, sales, marketing, product management, and development teams.

Relationship Management

Cost Conscience & Budget

Aware

Corporate leader and business negotiator.

Internal Relations

Leader in planning and implementing enterprise information systems to support operations and achieve a more cost beneficial enterprise-wide solution. Extremely knowledgeable and successful in developing and negotiating strategic business relationships and contracts.

Customer Relations

CHRONOLOGY

SOLNOVO, INC. SIMI VALLEY, CA

2006 to Present

Senior Vice President & Co-Founder

VONAZON, INC, SIMI VALLEY, CA

THE IT GROUP, WOODLAND HILLS, CA

1989 to Present

Industry-leading provider of computer networking solutions, advanced server technologies, infrastructure design, implementation, consulting, management, and IT outsourcing support to small, medium, & enterprise businesses and public sector organizations across the State of California.

Founder – CEO/President

Launched this organization and formulated a business model capitalizing on the executive management team's greatest strengths and core competencies. Visualizing the future of the industry, and founded the model on the principles of offering technology innovation to a vast client base, and executing an array of integrated technology solutions in an ever-evolving market. The business strategy was highly-creative and strongly-defined in process, to dynamically meet clients' needs.

Identified specific markets to fit the business environment & model: small, medium, to enterprise business across many vertical industries, including public sector (education, state and local government) entities, such as:

- CA State Department of Insurance
- CA State Department of Motor Vehicles
- City of Long Beach, CA
- City of Santa Monica, CA
- Los Angeles Unified School District
- San Diego City Unified School District
- University of Southern California
- Compton Community College
- Avalon Investments/Ted Waitt Foundation
- Alameda Corridor Construction Authority

Built an executive management team: the Chief Operating Officer, Vice-President of Sales, Director of Marketing, and Director of Engineering all of whom manage a staff of 45 engineers, managers, sales, and administrative employees, and led them in formulating processes and procedures that have become the company's hallmarks.

Identified that the key to organizational growth would be to partner and build strategic relationships with some of the leading manufactures and service providers in the world such as Gateway, Dell, & Cisco, providing a service arm that would extend those brand names to their customers. Developing these formal relationships provided several critical benefits: specific industry applications solutions that address the target markets and enhance core offerings, aggressive promotion of best-of-breed products, tools, and technologies, and greater functional expertise in consulting. Additionally, focused on maximizing emerging technology such as VoIP (Voice over IP) and High Capacity Storage, and positioning The IT Group/Vonazon as a driver behind these technologies' widespread applications.

- Positioned The IT Group/Vonazon as Gateway's premier partner in North America, deploying over a \$100 million dollars in software and hardware business within the State of California. Personally initiated contact directly with

Gateway's founder and CEO to structure a relationship in which The IT Group would play an integral role positioning Gateway's service business and brand.

- Conceptualized Gateway's national Network Solutions Provider (NSP) program. Consulted with Gateway's executive team to provide industry insight, then devised a highly duplicatable process for providing networking services to businesses and organization on a national level. That process is now executed by more than 200 service providers/contractors, like The IT Group/Vonazon, nationwide, and NSP program had generated over \$150 million in service revenue. Gateway on multiple occasions had tasked The IT Group/Vonazon to expand their business throughout the Western portion of the United States.
- Currently involved with implementing a plan to shift a portion of the business model from networking to communications, thereby capitalizing on emerging Voice over IP and Data over IP technology. In envisioning this future, achieved IP Tel Certification several years ago, and has since forged strong partnerships with Avaya, Nortel, Cisco, and Covad Communications.
- Established a secondary revenue source for The IT Group/Vonazon, a sales consultancy arm. Collaborate with the VP, Sales in instructing businesses on the proper, effective formulation of traditional, fundamental sales planning, with clear objectives and financials. In-house, comprehensively train the sales team on developing a complete plan of action, from proposal writing, to forecasting, to maximizing pipelines while constantly ensuring sales success.
- Cultivated an organizational culture founded on superiority in customer relationship management, product design, project management, and detailed specific techniques for the sales and engineering team to employ to keep The IT Group/Vonazon on the forefront of the customer's mind, far beyond the completion of any specific engagement. This philosophy has proven critical to maintaining key relationships since our inception.

MANAGEMENT ACTIVITIES

- *Manage several crucial areas of engineering, operations, and sales – business development, strategic partnering, product development and design, marketing, and public relations.*
- *Attract, hire, and direct talented team of IT professionals including executive staff, senior directors, engineering, sales, and administrative.*
- *Project managed high profile and technically advanced implementations for Fortune 500 and public sector organizations.*
- *Built an annual plan for the company by incorporating emerging technologies, marketing, revenue generation, financial success and engineering leadership.*
- *Developed a multitude of process and procedures to ensure a high level of corporate leadership for all departments to guarantee complete success with regards to client retention and customer satisfaction.*
- *Teamed with executives of partnered organization to developed training programs and seminars that provided tools, processes, technical engineering specifications, and sales information with regards to specific products and services.*
- *Keynote speaker at a variety of partner related events.*
- *Inspired new energy and confidence companywide by demonstrating personal enthusiasm and delivering strong, decisive leadership to newly recruited employees.*

8.2 JA Wesley Garrison

On-Site Project Manager & Lead Engineer

wesley.garrison@longbeach.gov

Overview:

Extensive operational leadership experience across diverse business operations. Strong background in conducting skills assessments needs analysis and system wide training programs. Full range of knowledge in technology support services, including installation, configuration and troubleshooting hardware, software, networks and applications within a centralized IT organization. Strong interpersonal communications skills, self-motivated, work independently and within, new or established teams, to help achieve operational objectives. CompTia A+ Hardware and Software certified, and graduate of Cisco Networking Academy.

Work Experience:

CITY OF LONG BEACH

Contractor: Solnovo, Inc./Vonazon, Inc. 2828 Cochran Street, Suite 256, Simi Valley, CA. 93063

October 2006 to Present

Lead CIP Technician with City of Long Beach's Technology Services Department. Document user technical and functional requirements for new systems and system enhancements following established procedures within City Manager's Office, City Clerk, Civil Service, Public Works, Fire and Police Departments, and Emergency Operations. Complete change management documentation, coordinate approvals according to departmental procedures. Develop and maintain project plans and coordinate project reporting. Maintain and support existing applications according to established methodology. Install software in support of business applications and assist in the analysis and resolution of application problems. Monitor contract performance. Analyze problems related to applications, desktop, network and apply corrective actions.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

4343 Ocean View Blvd., San Diego, CA 92113-1915

July 2005 to September 2006

Cisco Certified Network Associate (CCNA) graduate August 2006. A+ Hardware/Software Graduate September 2006. Instructional Aid during Fall 2005 and Spring/Summer 2006 Semesters: Install, configure, and test computer hardware, software and peripheral equipment. Technical resource to instructor and students, troubleshoot, diagnose and resolve complex hardware, software and network connectivity problems. Review, tests and finalized instructions, conducted student training and developed technical training materials.

AMERICAN EXPRESS BUSINESS TRAVEL TRAINING

5120 Gold Leaf Circle, Suite 310, Los Angeles, CA 90056

September 2004 to May 2005

System Wide Training Specialist, Western Region

ROSENBLUTH INTERNATIONAL

300 N. Continental, El Segundo, CA 90245
March 2000 to September 2004

TRAINING MANAGER, WESTERN REGION - Responsible for development and implementation of corporate training program. Perform workflow analysis and develop scope and objectives of training classes and participate in design sessions. Develop conversion implementation plans and implement training and tests plans. Prepare systems documentation and user manuals. Assist in development and maintenance of project plans and coordination of project reporting. Act as technical resource and identify trends in problem calls and implement improvements. Analyze and make recommendations regarding support needs in improving customer satisfaction. Review, test and finalize user instructions and procedures, conduct formal training and develop orientation and technical training materials. Participated in large project upgrade teams with general direction.

June 1999 to July 2000

TEAM LEADER/ACCOUNT MANAGER - UCLA Travel Center, On Site – Responsibilities included daily operations, CMS monitoring and programming, associate development, and client/account management. Analyze and make recommendations regarding customer support needs and improving customer satisfaction. Identify trends in call center calls and implement improvements

April 1995 to June 1999

Regional Floater with experienced in multiple operating systems and environments. Provide operational and training support with system implementations, new client startups and technical upgrades. Conduct standards, procedures and client specific training.

Education & Certifications:

B.S., Business Administration and Management

University of Redlands, Redlands, CA GPA: 3.7

CompTia A+ Hardware and Software Certified, August 2006, Career ID Number COMP001004629085

Cisco Network Academy, Graduated August 2006, Cisco Certified Network Associate (CCNA)

Certified International and Corporate Orientation Trainer, 1998

Diploma, Travel & Tourism, Travel & Trade Career Institute, Long Beach, CA, December 1993. GPA: 93.8

"Thanks for everything that you do Wesley. You're a great representative for TSD"

Stephan P. Scott ---

8.3 Michael (Brody) Maughan

CIP Technician/Engineer Level 3

brody.maughn@longbeach.gov

Work Experience:

CITY OF LONG BEACH

Contractor: Solnovo, Inc./Vonazon, Inc.

CIP Technician

May 2007 to Present

- Document the scope and objectives necessary to maintain information systems
- Work to implement network systems and designs
- Analyze data and assess city programs to ensure compatibility within new PC operating system
- Manage and perform custody requirements for the entire City of Long Beach
- Troubleshoot and analyze developmental and existing programs to transition older PC platforms to newer operating systems
- Maintain inventory for all replaced computer equipment and develop procurement strategies for upgrade

CLOVER ELECTRONICS

January 2007 to May 2007

Technical Support and Remote Troubleshooter

- Analyze remote computer systems telephonically
- Setting up video surveillance systems, which servile on multiple time data orientations
- Problem solve DVR systems to provide customer based analyst data

CHROMALOX

July 2005-December 2006

Outbound Shipping Coordinator

- Assured accurate shipping of product for worldwide outbound heating systems
- Provided personal management and hazardous materials Material Safety Data Sheets (MSDS)
- Supervised 3 people in shipping and receiving

U.S. AIR FORCE INDUSTRIAL SERVICE SQUADRON

July 2003-July 2005

Assistant Systems Administrator

- Maintained and updated systems server and hardware for 300 end-users and 240 computer stations
- Developed a system hard drive, which set-up new users on new accounts minimizing system and end-user downtime
- Team member for development of request for information (RFIs), request for proposal (RFPs), request for quotes (RFQs) and statements of work (SOWs) which leading to contract awards

U.S. NAVY - AVIATION LIFE SUPPORT & EQUIPMENT

June 1991-November 1999

- Provided all intra-cockpit life support equipment maintenance
- Provided maintenance support on squadron, intermediate and depot levels
- Functioned as work center and shift supervisor. Providing leadership and management of personnel
- Maintained a computer based inventory of all mission critical aviation life support equipment

Certifications:

<p>Cisco Systems</p> <ul style="list-style-type: none"> • CCNA Cisco Certified Network Associate • CCNP Cisco Certified Network Professional • CCSP Cisco Certified Security Professional • CCVP Cisco Certified Voice Professional • CCIP Cisco Certified Internet Professional • CCDA Cisco Certified Design Associate • Cisco IPS Specialist • Cisco Firewall Specialist® (PIX and ASA) • Cisco Security Specialist® • Cisco (642-642) Quality of Service (QOS) 	<p>Microsoft</p> <ul style="list-style-type: none"> • MCP Windows® NT 4.0 Server • MCP Windows® NT Workstation • MCP Windows® NT4.0 Server in the Enterprise • MCP Windows® 2000 Professional • MCP Windows® 2000 Server
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Education & Certifications:

<p>Devry University Currently Enrolled for a degree in Computer Forensics made Dean's List for maintaining a 3.5-4.0 grade point average</p> <p>Weber State University, Ogden, UT Communications Electronic Media, College of Arts and Media Enrolled 2000-2002 (Degree program)</p> <p>U.S. Navy, Collateral Duty Inspector (CDI) direct authority of the Quality Assurance team to ensure the upkeep of Support Equipment to the assigned level of maintenance.</p> <p>U.S. Navy, TAD (Temporary Assigned Duty) Supply replenish, procurement, shipping and receiving of company supply stores through the Naval Supply System</p> <p>U.S. Navy, Explosive Handler permit and Liquid Oxygen permit</p>

9 Testimonials, Case Studies, & References

Solnovo, Inc. has extensive experience and service delivery excellence in IT solutions. Solnovo is well known for unmatched innovation, experience and reach, uniquely positioned to deliver a proven, cost-effective solution that brings added choice and convenience to Solnovo clients.

The Senior Vice President and Co-Founder has over 20 years worth of experience in deploying and integrating desktop computers, peripherals, and devices with a variety of complex software applications for a multitude of customers throughout the State of California. He is well respected in the industry and is highly recommended his peers, partners, and clients.

"I would like to commend the actions of two Information Technology contractors. They are Wesley Garrison and Brody Maughan. In my encounters with them I have found them to be courteous, professional, and efficient. Their technical knowledge met or exceeded all expectations.

During the CIP process they displayed a very high level of knowledge and expertise that from my experience with other IT Techs met or exceeded those of other individuals. They are extremely good assets to the city's repertoire. Not only did they do their job but they were able to answer any and all questions put to them by the recipients of the new CPU's. If they did not have the answer at the time they found the answer and returned with various solutions to choose from.

Never in my almost 30 years at the city of which I have been working closely with IT Professionals, both within the city and in private industry, have there been more pleasant, professional or knowledgeable individuals to work.

Thank you for this opportunity to express my gratitude to outstanding fellow employees."

Timothy R. Brix ---

9.1 City of Long Beach

333 W. Ocean Blvd/Lower Level
Long Beach, CA 90802

Mike McNerney
(562) 570-5899
mike_mcnерney@longbeach.gov

About:

The City of Long Beach Technology Services Department, Customer Services Bureau, is responsible for maintaining over 10,000 personal computing assets. For the last six years, the City has maintained a four-year replacement cycle for its personal computer (both desktop and laptop) assets. The City replaces between 600-900 computers per year, depending upon the actual deployment dates.

The City's PC's and laptops are purchased from one manufacturer (Dell Computers). The computers being deployed require connection to the City's network and any new or existing peripherals. Peripherals refer to devices such as Flat Panel monitors, wireless or wired keyboards and mice, PC speakers, PDA devices, multi-function devices/printers, etc.

Project Timeline: December 2005 - Present

Project Description:

The onsite CIP Technician's for Solnovo/Vonazon bring a combined 11 years of experience in desktop software and hardware, implementation and support, which includes over seven years worth of experience working with the City of Long Beach's Technology Services Department in performing CIP PC Replacements.

Over the past many years in working with the City of Long Beach, the Solnovo/Vonazon Technicians have developed a keen understanding of department specific applications. The understanding of these types of applications have created efficiencies within the CIP PC replacement process that has resulted in a high level of quality and competence. Listed below are a few examples of the mission critical applications implemented by our technicians.

- M/LAB and NextGen at the Health Department
- Forensic related applications at LBPD Crime Lab
- Dispatch, Meter Truing and AutoCAD applications at Gas and Oil
- Telestaff at the Fire Department
- Timeslips at the Auditor's Office
- Chameleon at Animal Control

Solnovo/Vonazon Technicians have an attention to detail that enables them to review complex data, applications and peripherals to determine relevant information to the CIP process. In order to ensure consistency in CIP process, our technicians have developed a checklist for each step of the CIP process, which follows the CIP Interview sheets provided by the City. This checklist provides the on-site Technicians a quick reference to ensure that all elements of the CIP process have been completed.

The needs of the specific customer and/or departments are routinely assessed as they relate to the CIP process. Any plausible impacts to the day to day function of a department are communicated to the Technology Services Departments PC Replacement/Asset Management Supervisor, and a plan is developed to eliminate potential impacts to business productivity. This level of oversight and quality by the Solnovo/Vonazon technicians has

resulted in fewer follow up calls from users upon the completion of their PC replacements and thus increased the productivity of the IT department as a whole.

As a preferred partner of the City of Long Beach we continue to develop enhancements and efficiencies within the CIP process, our goal is to provide the highest level of quality and customer service that meets or exceeds the requirements of the City of Long Beach. On numerous occasions throughout the many CIP PC replacements that we have completed, the biggest single compliment we receive is when a user comments to our technicians, after we have completed their PC replacement, that it looks like we didn't do anything. This lets us know, that we have accomplished our task without any interruption to the user's ability to perform their day to day function efficiently and effectively.

"I want to commend the two technicians, Wesley and Brody, for their professionalism, pleasant nature, and sense of humor. I met them this week when they were verifying PCs to be replaced. They were very positive in the way they did their job and any inconveniences did not seem to affect their pleasant disposition. It was nice to have people from tech services who didn't seem to mind dealing with non-technical people. I commend their work and the spirit in which it was done. I also love my new computer"

Norma Hamilton ---

"It's always a pleasure to work with Mike and his crew (Wesley, Brody and Stacie J. in particular). They are always so helpful and provide great customer service by coming up with solutions to challenges that works best for all those involved."

Nerissa Mojica ---

"Wesley and Brody, Great Job at Health! They love you out there ... I have been receiving comments from many users throughout the City praising your work and I wish to thank the both of you for all your hard work!"

Mike McNerney ---

9.2 AT&T Interactive

611 N Brand Blvd.
Glendale, CA 91203

Roger Oliver
(818) 519-0345
roliver@attinteractive.com

About:

Following nearly a decade of mergers, technological enhancements and enormous industry growth, the three leading local search websites -- SMARTpages.com (SBC Communications Inc.), RealPages.com (BellSouth Corporation) and YellowPages.com (independently owned) -- were combined between 1997 and 2005 to create a new leading local search site --- YELLOWPAGES.COM, which eventually evolved to become AT&T Interactive's flagship web property.

Located in 75 major cities across the country, AT&T Interactive provides customers counsel and guidance on what information to include on their YELLOWPAGES.COM ad as well as on their own business online placement websites, their YELLOWPAGES.COM ads and SEM programs.

AT&T Interactive, a subsidiary of AT&T Inc, is an industry leader in creating local search products and services that empower consumers to discover, find, connect and transact with businesses across the devices and interactive platforms they use most including online, mobile and IPTV.

Project Timeline: **May 2007 - July 2009**

Project Technical Description:

Solnovo was contracted to provide professional engineering services to plan, design, implement and optimize a redundant Unified Communication architecture, including Cisco Unified Communications Manager, Unity Unified Messaging integrated with the Customer Exchange message store and IPCC Express Enhanced Contact Center with custom scripts and skills based workforce management. Additionally, Solnovo engineers reconfigured the Customer LAN and WAN to support converged applications. The overall scope included over forty CSR agents, data center integration of UC applications, over ten remote sites integrated in a centralized call processing model over an MPLS VPN WAN and redundant a Unified Communications Manager cluster. Solnovo provided end-user training and basic administrative training as well as "go-live" day one and day two support. Finally, Solnovo was responsible for completing Unified Communications system wide upgrades from legacy versions to more recent 7.x versions. These upgrades included Unified Call Manager, Contact Center Express and Unity as well as all voice gateways and telephony user endpoints.

Solnovo was initially responsible for planning, designing, implementing and operating the systems for the Yellowpages.com corporate offices in Glendale, California. These systems included routing and switching infrastructure, voice gateways, Unified Communications servers and the Yellowpages.com national call center. This responsibility grew into implementing Cisco Unified Communications nationally for Yellowpages.com. When completed, the solution included three major regional offices, two regional data centers and several sales and marketing offices throughout the United States. Solnovo was recognized by Cisco region wide for excellence in the lifecycle of this project.

9.3 TUV Rheinland

12 Commerce Road
Newtown, CT 06470

Michael Kerpen
(203) 426-0888
MKerpen@us.tuv.com

About:

TUV was established in 1872 by Gustav Schlieper. TUV has over 13,300 employees in 60 countries with over 340 offices. TUV Rheinland is a global leader in such business fields as industry services, mobility and transportation, product safety, IT services, innovation, education and consulting for domestic and foreign markets.

TUV Rheinland's first North American office was established in 1980 in New York City. The business was incorporated in 1983 and expanded to today's respectable size. TUV Rheinland offers a broad range of services reflecting the rapid technical developments of the past few years. TUV Rheinland appraises, tests and certifies technical equipment and products according to international quality standards and then registers those in compliance.

Project Timeline: October 2007 - April 2010

Project Technical Description:

Solnovo has an active relationship with TUV Rheinland of North America in developing, designing, deploying and operating the LAN and WAN infrastructure, network security systems and unified communications systems. These solutions encompass over twenty locations in North, Central and South America. Solnovo is currently working with TUV to build a redundant operations center on the West Coast to support their Corporate Offices on the East Coast. The Unified Communications architecture includes and MPLS VPN WAN, remote SRST and CME locations, Unified Communications Manager Clusters in a distributed environment and Cisco Unity High Availability Clusters.

9.4 Signature Consultants

2101 W. Commercial Blvd
Suite #3000
Fort Lauderdale, FL 33309

Jorge Rivera
(954) 302-5032
jrivera@sigservco.com

About:

Signature Consultants was established in 1996 with a singular focus: Provide our clients and consultants with superior staffing solutions. Whether your staffing need revolves around information technology or finance and accounting, Signature is the company for you. Signature's clients can expect to receive staffing solutions founded on quality, service and results.

Signature's operations span the continental United States and beyond. No matter where your need exists, Signature has a solution for you. Whether your need is in a large metropolitan area or in adjacent markets, Signature is equipped to deliver the resources you require. Combining our National Service Center in Boston, Massachusetts and our Regional Service Centers in Charlotte, NC; Orlando, FL; Fort Lauderdale, FL; and Boston, MA; Signature Consultants has developed a nationwide network of professionals that allows us to meet your needs.

Project Timeline: November 2009 - Present

Project Technical Description:

Solnovo was hired to upgrade the current combination of Avaya PBX- and multi-line Key Telephone solutions and include an upgrade of the existing Cisco Call Manager. The solution was designed to be scalable to satisfy future growth across a variety of locations.

The installed project included the replacement of the wide area network routing equipment at approximately 14 locations, including remote centers, and the replacement of all phone systems with Cisco-based products. The new system was based upon Cisco Unified Communications products, including Cisco Integrated Services Routers with T-1 voice and data connections, Cisco Unified Communications Manager servers for call processing, and a Cisco Unity voicemail server, Cisco Analog Terminal Adapters for Fax Machines, Analog Phones, and other devices such as RAS/modems. Analog Gateways for multiple analog phones and fax machines connectivity, and IP Phones at all locations.

9.5 Bethpage Federal Credit Union

899 South Oyster Bay Road
Bethpage, NY 11714

Chris Leidy
(516) 349-6718
CLEidy@bethpagefcu.com

About:

Bethpage Federal Credit Union is a full-service financial institution, committed to providing our members with extraordinary value and service, anytime, anywhere. They are headquartered on Long Island in Bethpage, NY, and have assets of over \$3.7 billion with a broad membership base of approximately 165,000 members nationwide. These members represent a diverse cross-section of the Long Island economy, including employees of many of the largest firms in the high tech, manufacturing, pharmaceutical, legal and service industries. Bethpage is on a continual growth pattern with over 250 locations.

Project Timeline: **October 2009 - Present**

Project Technical Description:

Solnovo was originally contacted by Bethpage Federal credit union to provide Cisco training to their already advanced staff of engineers. During the extensive one week training process, the knowledge and expertise of our certified instructor and engineering team became very apparent to the customer and thus providing an opportunity to discuss future technology requirements.

Bethpage with over 250 locations throughout the state of New York and surrounding areas had a highly technical necessity to upgrade their local and wide area networks and to implement a cost effective VoIP phone system that would leverage their future growth. In addition, Bethpage had a couple of requirements to implement an IVR and contact center solution. The Solnovo design and consulting team sprang into action by delivering a comprehensive solution to meet the client's needs. By leveraging Solnovo's partnership with Cisco Systems the solution was developed and implemented utilizing a variety of Cisco Products. Cisco unified communications CallManager along with contact center express and IVR features became the center for all telecommunications requirements. An upgrade and switching infrastructure was also implemented using Cisco's 3750 product line and wireless access points were added to many locations. Enhanced security was implemented via an MPLS by using Cisco's ASA 5500 products. In addition, routing endpoints were added at a variety of locations to enhance the already existing technology.

Solnovo an additional value by training their staff and administrators on all products implemented across the new infrastructure.

9.6 Burbank Federal Credit Union

1800 West Magnolia Blvd.
Burbank, CA 91506

Doug Jackman
(818) 846-1710 x 311
djackman@burbankcity.org

About:

Burbank Community Federal Credit Union is a member-owned financial cooperative. The Credit Union was chartered in 1940 by the Burbank Teachers Association to help members live a healthy, stable and rewarding financial life. Today, the Credit Union has expanded its field-of-membership and now offers financial services to anyone who lives, works, goes to school, worships, volunteers, or belongs to an association in the City of Burbank.

As a not-for-profit financial institution, BFCU members enjoy lower rates on loans, higher earnings on savings, and free or discounted services. BFCU work closely with members to foster positive financial habits. BFCU is able to help members become more knowledgeable about their personal finances, providing them the resources and education to reach their financial goals.

Project Timeline: May 2006 - April 2010

Project Technical Description:

Solnovo was contracted to provide professional engineering services to plan, design, implement and optimize a redundant Unified Communication architecture, including Cisco Unified Communications Manager, Unity Unified Messaging integrated with the Customer Exchange message store and IPCC Express Enhanced Contact Center with custom scripts and skills based workforce management. Additionally, Solnovo engineers reconfigured the Customer LAN and WAN to support converged applications. The overall scope included over forty CSR agents, data center integration of UC applications, over ten remote sites integrated in a centralized call processing model over an MPLS VPN WAN and redundant a Unified Communications Manager cluster. Solnovo provided end-user training and basic administrative training as well as "go-live" day one and day two support.

10 Overview of Project

10.1 Purpose

The following statement of work (SOW) describes the exact professional services and deliverables to be provided by Solnovo, Inc. in the process of replacing 600-900 computer per year for the City of Long Beach. During the CIP implementation process, Solnovo will be using full-time employees and NOT independent contractors to perform the work required.

10.2 City Responsibilities

The City will set the schedule of personal computer replacements for each department and provide that schedule to the selected replacement/installation firm. The City will supply the selected firm with a set of instructions detailing the information required to deploy each PC and associated peripherals. The City will designate a Technology Services staff member as the PC Deployment Coordinator. This person will be the main point of contact with the selected firm and will act as a liaison between City departments.

Additionally, the City will assign the work to the selected firm via the Remedy Service Management tool, currently used by the Technology Services Department. Any issues that arise during the engagement, such as hardware or software failures, complications or scheduling conflicts, should be reported to the PC Replacement Coordinator.

"This letter is being written to serve as a testimonial to the excellence of service provided by the Solnovo/Vonazon staff.

In order to perform the duties assigned to me, of reconciling inventory and information, and billing back City Departments for work performed in and by the Technology Services Department, Customer Support Bureau, I depend on the documentation provided by the City of Long Beach, Technology Services technicians, analysts and other support personnel, as well as outside contractors.

The work performed by the technicians, Wesley Garrison and Brody Maughan, employed by your Solnovo/Vonazon, is of the highest quality in every aspect of their work. The processes and procedures created and maintained by Wesley and Brody, are used as templates and provided to other technicians as a tool for training and/or to assist them in providing the required documentation.

Wesley and Brody are always professional and courteous, and it is my opinion that they are a great asset to the Customer Support Bureau as well as to the other departments.

I would like to take this opportunity to commend them both.

.Stacie Jerden ---

11 Scope of Project - Overview

Solnovo will conduct interviews with each City staff member prior to replacing their assigned computer using the CIP Worksheet Customer Interview form provided by the City and attached as Exhibit A.

A detailed scope of work has been provided by the city and reviewed by our technicians. The following is just a overview of the work to be performed.

- Downloading PC Replacement Interview form from Remedy Change Request and updating work log and status of Remedy Change Task
- Contacting the client to schedule an on-site survey and personal interview to collect data as described in PC Replacement Instructions
- Confirmation of equipment to be replaced; determine business impact; determine needed software / peripheral upgrades; Inform the PC Replacement Coordinator of any special client software that must be reinstalled by an outside vendor and coordinate install with client/vendor; discuss target date of new device install with customer
- Submit a completed interview to PC Replacement Data Entry personnel
- Unpack computers from shipping boxes
- Imaging of hard drives, if needed (computers currently being ordered with preloaded City image)
- Notifying the PC Replacement Coordinator of any abnormalities with City image – corrections will be made only by TSD Image staff
- Configure computer for the customer (individual whose computer is being replaced)
- Work with TSD WAN/LAN, Systems, Applications, or Network Admin groups in deployment / troubleshooting installations of hardware/software
- Transport new equipment to (and old equipment from) job site using non-City provided vehicles
- Follow procedures in preferred method of PC labeling; removing and adding devices on domain; data transfer; software configuration; install / configure peripheral devices
- Transport old equipment back to Technology Services desktop computing operation in City Hall
- Remove old hard drives from replaced device, label and date for Department of Defence wipe

- Notify the PC Replacement Coordinator for end of life equipment salvage
- Identify/Recommend any personal computer replacement/installation process changes or needed improvements that can enhance the department's service to its customers.

"Just a quick email to say that Wesley and Brody did a great job working with the staff during the computer upgrades. They made it easy and painless, worked within our schedule and did a great job."

Tom Papademetriou ---

12 Deliverables

The Solnovo project management team will provide detailed information regarding the performance our technical staff on a bi-weekly basis to the Technology Services Departments PC Replacement/Asset Management Supervisor.

12.1 Bi-Weekly Report Generated from Remedy (Sample)



Change Request ID	Date Completed	Login Name	Client Name	Technician
CHG00000068175	6/30/2010 8:58	dazenov	Dan Zenovka	Wesley Garrison
CHG00000074721	7/2/2010 12:59	dekeeth	Dennis Keith	Wesley Garrison
CHG00000074783	7/2/2010 13:01	iusuesu	July Suesue	Brody Maughn
CHG00000074705	7/2/2010 13:02	laquach	Lavenia Quach	Wesley Garrison
CHG00000074782	7/2/2010 13:04	debrown	Dea Brown	Brody Maughn
CHG00000074717	7/2/2010 13:05	ednelso	Edwn Nelson	Wesley Garrison
CHG00000074788	7/2/2010 13:08	besque	Tina M Esqueda	Brody Maughn
CHG00000074786	7/2/2010 13:10	brthorne	Bradley Thomas	Brody Maughn
CHG00000074714	7/2/2010 13:12	mareyna	Maria Reyna	Wesley Garrison
CHG00000074840	7/2/2010 13:12	anangli	Anne Anglim	Brody Maughn
CHG00000074838	7/2/2010 13:14	anangli	Anne Anglim	Brody Maughn
CHG00000074708	7/2/2010 13:14	sesarmi	Serafina Sarmiento	Wesley Garrison
CHG00000074785	7/2/2010 13:20	almange	Alemayehu Mengesha	Brody Maughn
CHG00000074720	7/2/2010 13:21	stcadwe	Stephanie Cadwell	Wesley Garrison
CHG00000074464	7/2/2010 13:22	anrucke	Antonio Rucker	Brody Maughn
CHG00000074704	7/2/2010 13:26	roarias	Ron Arias	Wesley Garrison
CHG00000074723	7/2/2010 13:28	magoss	Mable Goss	Wesley Garrison
CHG00000074784	7/2/2010 13:30	calowe	Caron Lowe	Wesley Garrison
CHG00000074554	7/2/2010 13:31	chquen	Charles Querido	Brody Maughn
CHG00000074845	7/9/2010 13:50	remiyas	Rene Miyasato	Wesley Garrison
CHG00000074844	7/9/2010 13:53	thrunta	Thanayu Nuntametha	Wesley Garrison
CHG00000074846	7/9/2010 13:55	kaxiong	Ka Xiong	Wesley Garrison
CHG00000074843	7/9/2010 14:00	phdianz	Philex Dianzon	Wesley Garrison
CHG00000074837	7/9/2010 14:06	roraine	Robert (Bob) Rainey	Wesley Garrison
CHG00000074712	7/9/2010 14:08	sxguzma	Saira Guzman	Wesley Garrison
CHG00000074716	7/9/2010 14:18	chtrini	Christabel Trinidad	Wesley Garrison

Note: No additional notes.

Brody Maughn 9
Wesley Garrison 17

13 Exhibit A - CIP Worksheet Customer Interview



CIP Worksheet Customer Interview

Data to be migrated to the new Computer (Check all that apply):

<input type="checkbox"/> <u>Type of file:</u> (ex: Office documents)	Path: C:\ or D:\My Documents; C:\winnt\profiles\username in NT; or C:\Documents & Settings username in Windows 2000 or in My Documents or in Desktop
<input type="checkbox"/> <u>Type of file:</u> Archived mail a_userid.nsf, l_userid.nsf, arc_userid, log_userid.nsf	Path: C: or D:\Lotus\Notes\Data
<input type="checkbox"/> <u>Type of file:</u> Notes.ini (unless multi-user pc)	Path: C: or D:\Lotus\Notes
<input type="checkbox"/> <u>Type of file:</u> bookmark.nsf, desktop5.dsk, user.dic	Path: C: or D:\Lotus\Notes\Data
<input type="checkbox"/> <u>Type of file:</u> Blackberry configuration files (Intellisync folder)	Path: C:\Documents and Settings\userid\Application Data\ Research in Motion\BlackBerry
<input type="checkbox"/> <u>Type of file:</u> Internet links	Location: In Favorites in User Profile directory and Bookmark.htm in Netscape user directory if one exists

Remember, some data is stored within the software program directory. Customer may need to assist you in locating these files.

Type of file: _____ Path: _____

Type of file: _____ Path: _____

Type of file: _____ Path: _____

<p>Software: (CLB Tech will install)</p> <p><input type="radio"/> Access <input type="radio"/> Publisher _____ version</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Customer installed software:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Other Software: (outside vendor installation)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Software upgrades required:</p> <p>Charge Point Index: _____</p> <p>Chg Request # for Software upgrade(s) order: _____</p>	<p>Hardware and Peripherals:</p> <p>Blackberry <input type="checkbox"/> Palm <input type="checkbox"/> Windows CE <input type="checkbox"/></p> <p><input type="checkbox"/> Pylon or <input type="checkbox"/> Intellisync - License # _____</p> <p>Speakers? <input type="radio"/> Y or <input type="radio"/> N</p> <p>Expansion cards:</p> <p>Type: <input type="checkbox"/> Parallel port <input type="checkbox"/> Serial Port</p> <p><input type="checkbox"/> IDE <input type="checkbox"/> SCSI card</p> <p>Drives: (user may need to copy data from unsupported drives to home directory or local drive)</p> <p><input type="checkbox"/> Has ZIP <input type="checkbox"/> Has JAZ</p> <p><input type="checkbox"/> Has DVD: <input type="checkbox"/> Other: _____</p> <p>ADDITIONAL COMMENTS:</p> <div style="border: 1px solid black; border-radius: 50%; width: 100%; height: 100%; background-color: #f0f0f0; margin-top: 10px;"></div>
--	--



CIP Worksheet Customer Interview

Chg Request # _____

Interview date: _____

CIP Date: _____

Building: _____

Current Operating System: _____ New OS: _____

Address: _____

Old PC Name: _____ New PC Name: _____

Floor: _____

HOST Access required? YES NO

Department: _____

LTerm _____ PTerm _____ PU _____

Full Name: _____

Host applications used (Check all that apply):

RACFID/Username: _____

ADPICS FAMIS UB PAYROLL Other

Phone Number: _____

Do client print from the mainframe? YES NO

Domain password: _____

Configure for: Bluezone or Extra?

Ok to go to DHCP? Yes No

Currently DHCP

Type of connection to use: TN3270 802.2

Static IP required? If Yes, for what purpose?

SNASERV CLBESP

GIS Machine? Yes No

Recycle Definitions YES NO

IP Address: _____

Home Directory? : YES NO Path: _____

GW: _____ SM: _____

Roaming profile? : YES NO Path: _____

Email Setup: Email Program: Lotus Notes

Desktop Client or iNotes

Desktop Client password: _____

Address book for e-mail = Names.Nsf should reside on N:\Lotus\Notes\Data
Copy from local drive if present from C: or D:\Lotus\Notes\Data and check which was modified last

Is there an Archive File in Data folder? Yes No

Location: _____

Is there a signature file? Yes No

Location: _____

PC Swap Info

Printers:

Old PC model: _____

Default Printer Model: _____

Old PC Serial Number: _____

Local Networked Shared

Old Monitor model: _____

Serial Number: _____

Old Monitor Serial number: _____

UNC or IP Address: _____

New PC model: _____

Secondary Printer Model: _____

New PC Serial Number: _____

Local Networked Shared

New Monitor model: _____

Serial Number: _____

New Monitor Serial Number: _____

UNC or IP Address: _____

Other Networked Printer/Copier/Scanner: _____ Print Server: _____ UNC or IP Address: _____

COMMENTS:

15 Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), dated as of September 1, 2010 (the “Effective Date”), is entered by and between the City of Long Beach, with an office at 333 W Ocean Blvd, 7th Floor, Long Beach, CA 90802 (“CLB”) and Solnovo, Inc. a California corporation (“Solnovo”), with offices at 2828 Cochran Street, Suite 256, Simi Valley, CA 93065 (each of Solnovo and CLB, a “Party” and together, the “Parties”).

RECITALS

- A. Solnovo provides consulting, technical, and other professional services.
- B. CLB desires to engage Solnovo to perform certain consulting, technical, and/or other professional services.

For and in consideration of, and conditioned on, the covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINED TERMS.

In addition to the terms defined above and elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

1.1 “Change Order” shall mean a written order signed by both parties that refers both to this Agreement and to the associated Statement of Work, which shall be substantially in the form of Exhibit B.

1.2 “Confidential Information” shall mean: (a) any and all Intellectual Property and Proprietary Rights that are owned or acquired by CLB, and any and all confidential information of the CLB (including, without limitation, any and all confidential or proprietary information, data, trade secrets, processes, ideas, technological know-how and other technical information, business, financial, customer information, and product development and marketing plans, forecasts, strategies and opportunities); and (b) the terms and existence of this Agreement as set forth in Section 6.2; provided, however, that Confidential Information shall not include information that: (i) is or becomes part of the public domain through no act or omission of Solnovo; (ii) was in Solnovo’s possession prior to the disclosure, provided that such Confidential Information was not previously obtained by Solnovo either directly or indirectly from CLB; (iii) is lawfully disclosed to Solnovo by a third party who is not in breach of any obligation not to disclose the information; or (iv) Solnovo proves is independently developed by Solnovo without reference to CLB’s Confidential Information.

1.3 “Solnovo Property” shall mean, collectively or individually, all technology, software or other Intellectual Property that: (a) is owned by or licensed to Solnovo; (b) is in existence prior to the Effective Date; (c) Solnovo intends to use in performing the Services.

1.4 “Deliverables” shall mean the deliverables set forth in the applicable Statement of Work.

1.5 “Documentation” shall mean the written user manuals, instructions or guides, if any, that Solnovo provides to CLB in connection with the Deliverables.

1.6 “Foreign Jurisdictions” shall mean all jurisdictions other than the federal and state governments of the United States of America.

1.7 “Intellectual Property” shall mean all intangibles, including but not limited to, inventions, works of authorship, documents (whether in draft or final, complete or incomplete form), utility models, trade secrets, software, subroutines, codes, databases, algorithms, designs, know-how, processes, procedures, methodologies, ideas, marks, names, symbols, logos, industrial designs of any kind, text, translations, and any similar intangibles, as well as the prototypes, samples, copies, and other materialized forms or representations of such intangibles.

1.8 “Project Manager” shall mean the representative of each Party who shall coordinate such Party’s performance and be such Party’s primary contact with respect to a Statement of Work.

1.9 “Proprietary Rights” shall mean copyrights, patent rights, rights to patent applications, trademarks, trade names, service marks, trade secrets, and designs of any kind, or any other proprietary rights to Intellectual Property, recognized in any country of the world, whether or not currently perfected.

1.10 “Services” shall mean the consulting, technical, and/or other professional services Solnovo provides hereunder, which are more fully described in the Statement(s) of Work.

1.11 “Specifications” shall mean the Documentation, if any, and the specific specifications, features, functions, and capabilities of Deliverables expressly described in a Statement of Work.

1.12 “Statement of Work” shall mean a mutually executed statement describing the Services and Deliverables that Solnovo will provide hereunder, as may be amended from time to time by written agreement of the Parties.

1.13 “Work” shall mean all of the Deliverables and all other work product produced by Solnovo for the benefit of CLB in connection with providing the Services, including but not limited to all forms of Intellectual Property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

2. SCOPE OF SERVICES.

2.1 Services. Solnovo shall provide the Services described in the initial Statement of Work. If CLB requests additional services outside the scope of the Services stated in the initial Statement of Work, the parties will mutually agree upon the scope and terms of such additional services in a subsequent Statement of Work, and the services described therein will become part of the Services. A Statement of Work may be modified only by a Change Order substantially in the form of Exhibit B hereto. Any reference to a Statement of Work in this Agreement will be also be deemed to refer to all Change Orders related to such Statement of Work. Each Statement of Work shall identify each Party’s Project Manager.

2.2 Delivery of Services. Solnovo shall complete the Services and deliver the Deliverables in a timely manner in accordance with the applicable Statement of Work. CLB acknowledges and agrees that Solnovo’s timely performance of the Services is dependent in part on CLB’s reasonable cooperation under this Agreement and any applicable Statement of Work.

2.3 Acceptance of Services and Deliverables. Unless otherwise set forth in a Statement of Work, upon Solnovo's submission of a Deliverable to CLB, CLB shall have ten (10) days in which to accept the Deliverable. If CLB rejects any Deliverable, CLB shall specify in writing the manner in which the Deliverable does not materially conform to the Specifications. Solnovo shall then have an additional fifteen (15) days, or such other period set forth in the Statement of Work, to implement such changes as shall be reasonably required to bring the Deliverable in material conformity with the Specifications. Solnovo shall notify CLB of all corrections it made to the Deliverable and submit the revised Deliverable to CLB for CLB's acceptance. In the event CLB determines the Deliverable continues not to conform materially to the Specifications, CLB, in its sole discretion, may: (a) accept the defective Deliverable at a discount negotiated between the Parties; (b) require that Solnovo make additional corrections to the Deliverable according to a schedule mutually agreed upon by the Parties; or (c) terminate this Agreement and/or the applicable Statement of Work and receive a full refund for all pre-paid amounts corresponding to the defective Deliverable and any other Deliverable rendered useless as a consequence of the defective Deliverable.

2.4 Personnel and Subcontractors. Solnovo shall not subcontract any or all of its obligations and rights under this Agreement without the prior written consent of CLB. Solnovo shall cause any permitted subcontractors to comply fully with all terms and conditions of this Agreement and Solnovo shall be liable to CLB for any breach of this Agreement by Solnovo's permitted subcontractors. As between Solnovo and CLB, Solnovo shall be fully and solely responsible for the compensation of all of its employees and permitted subcontractors, if any, who perform the Services hereunder and the filing of any and all returns and reports and the withholding and payment of all applicable federal, state, and local wage tax, or employment related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by gross income, Social Security taxes, and unemployment taxes for Solnovo and Solnovo's employees and permitted subcontractors.

2.5 Additional Obligations of Solnovo. Solnovo shall take all necessary precautions to prevent injury to any persons (including employees of CLB) and damage to property (including CLB's property) during the term of this Agreement. Should CLB permit Solnovo to use any of CLB's equipment, tools, or facilities during the term of this Agreement, such permission shall be gratuitous and Solnovo shall be responsible for any injury to any person (including death) and damage to property (including CLB's property) arising out of Solnovo's use of such equipment, tools, or facilities, whether or not such claim is based upon its condition or on the alleged negligence of CLB permitting its use.

2.6 CLB's Duties and Responsibilities. Subject to Section 6, CLB shall make available to Solnovo all data, facilities, documentation or other information and resources reasonably requested by Solnovo to enable Solnovo to perform the Services.

3. FEES AND PAYMENTS.

3.1 Fees. CLB shall pay Solnovo for the Services in accordance with this Agreement and the applicable Statement of Work. Unless otherwise specified in the Statement of Work, Solnovo shall invoice CLB for Services and expenses chargeable hereunder monthly. For Statements of Work specifying a fixed fee, Solnovo shall invoice CLB in accordance with the payment schedule listed on the applicable Statement of Work. Solnovo shall not have any right to increase the fees or rates for the Services or Deliverables set forth in the Statement of

Work without CLB's prior written consent. CLB shall pay all such invoices within thirty (30) days of the date of invoice. All invoiced amounts shall be expressed in U.S. Dollars, and CLB shall make all payments hereunder in U.S. Dollars within 30 days of receipt of invoices.

3.2 Taxes. All amounts payable by CLB to Solnovo under this Agreement are exclusive of any tax, levy, or similar governmental charge that may be assessed by any jurisdiction, whether based on the delivery, possession or use of the Deliverables, the provision of Services, the execution or performance of this Agreement or otherwise, and including without limitation all sales, use, excise, import or export, value-added, governmental permit fees, license fees, and customs; provided, however, that CLB shall have no liability for income or franchise taxes assessed to Solnovo by the United States or any state thereof.

3.3 Expenses. CLB shall reimburse Solnovo for all reasonable out-of-pocket expenses necessarily and actually incurred by Solnovo in connection with providing the Services, provided that the expenses are itemized either on the Statement of Work and pre-approved in writing, or by email, by CLB.

4. OWNERSHIP AND TRADEMARKS.

4.1 Work for Hire. Subject to Section 4.4, all Work shall be specifically commissioned as a work made for hire by CLB, as that term is used in the United States copyright laws. Subject to Section 4.4, all materials prepared by Solnovo in performing and producing the Work, whether or not furnished to or used by CLB, shall be deemed the property of CLB when prepared. Without limiting the foregoing, CLB shall exclusively own in perpetuity on a worldwide basis all right, title and interest in and to the Work and all elements thereof that may be created, designed, developed or provided by or for Solnovo in the course of performing the Work, and any Intellectual Property and Proprietary Rights embodied therein or pertaining thereto, whether or not accruing during the term of this Agreement, for any and all uses in any media without any compensation except as set forth in this Agreement. CLB shall have the right to adapt, change, revise, delete from, add to or rearrange the results and proceeds of the Work, and Solnovo expressly waives the benefit of any law, doctrine or principle known as "droit moral," moral rights, rights of artistic integrity or any similar law, doctrine or principle, however denominated.

4.2 Assignment. If any of the Work is determined not to be a work made for hire, Solnovo hereby assigns to CLB, worldwide and in perpetuity, all rights, including Proprietary Rights and related rights, and all extensions and renewals thereof, in and to the Work. If Solnovo has any rights to the Work that cannot be assigned to CLB, Solnovo unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CLB during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights. Solnovo shall ensure that all of its employees performing the Work have executed an invention assignment and nondisclosure agreement that is consistent with Solnovo's obligations to CLB under this Agreement. Without limiting the foregoing, Solnovo shall obtain any assignment and/or waiver of all "droit moral," moral rights, rights of artistic integrity, or similar rights from any and all individuals involved in the creation, development or authorship of the Work, or part thereof, to the extent such individuals own and are capable of assigning or waiving such rights, and/or such assignment or waiver is permitted by applicable law.

4.3 Procurement and Enforcement of Rights. Solnovo agrees to cooperate with CLB or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of CLB's rights in the Work and to execute, when requested, any other documents deemed necessary by CLB to carry out the purpose of this Agreement. Upon request of CLB, Solnovo shall execute and deliver any and all assignments of right, title and interest in and to the Work, including all Proprietary Rights thereto, and/or any other documents as may be necessary to effect such assignment to CLB. In the event CLB is unable for any reason after reasonable effort, to secure Solnovo's signature on any document needed in connection with the actions specified in this Section 4.3, Solnovo hereby irrevocably designates and appoints CLB and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4 with the same legal force and effect as if executed by Solnovo.

4.4 Exclusions. Solnovo represents that Exhibit C lists all Solnovo Property to be used in the performance of the Services. Subject to the license set forth in this Section 4.4, Solnovo shall continue to own all right, title and interest in and to the Solnovo Property. Solnovo hereby grants CLB a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, transferable right and license, with rights to sublicense through multiple levels of sublicenses, to use, reproduce, make, have made, prepare derivative works of, publicly perform and publicly display by all means now known or later developed, and distribute all Solnovo Property necessary for CLB fully to exercise and exploit all of CLB's rights in all Work (including any modifications, improvements and derivatives thereof).

5. TERM AND TERMINATION.

5.1 Term. This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance with Section 5.2 or 5.3, until all of the Services have been completed in accordance with each Statement of Work.

5.2 Termination for Cause.

(A) If either Party fails to observe or perform any material obligation under this Agreement, the non-defaulting Party may give written notice to the defaulting Party specifying the material failure. If the material failure is not corrected within thirty (30) days after the date of such notice, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party. The right of the non-defaulting Party to terminate this Agreement under this Section 5.2 is in addition to all other rights that are available to it under this Agreement, at law or in equity. In the event of a claim of intellectual property infringement by any third party relating to the Deliverables, the Services or Documentation, the Parties may mutually agree to terminate certain rights granted hereunder. In such event, Solnovo shall refund a reasonable pro-rata portion of pre-paid fees corresponding to such Deliverables, Services or Documentation.

(B) CLB may terminate this Agreement for any reason at any time upon ten (10) day written notice.

5.3 Bankruptcy. Either Party may terminate this Agreement upon written notice if the other Party experiences a Bankruptcy Event. "Bankruptcy Event" means: either Party (a) files a petition for bankruptcy; (b) has an involuntary petition in bankruptcy filed against it that is not challenged within five (5) days and dismissed

within thirty (30) days; (c) becomes or is declared insolvent; (d) admits in writing its inability to pay its debts as they come due; (e) is the subject of any other voluntary or involuntary proceeding related to its liquidation, administration, provisional liquidation, insolvency, or the appointment of a receiver or similar officer for it; (f) passes a resolution for its voluntary liquidation; (g) has a receiver, manager, or similar person appointed over all or substantially all of its assets; (h) makes a general assignment for the benefit of all or substantially all of its creditors; (i) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations; (j) has any significant portion of its assets attached; or (k) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

5.4 Effect of Termination. Termination or expiration of this Agreement or any Statement of Work hereunder by either Party shall not limit either Party from pursuing any other remedies available to it, including injunctive relief. Upon any termination of this Agreement, CLB shall pay to Solnovo, within thirty (30) days of such termination, all amounts then accrued and payable under any Statement of Work. In the event of termination by either Party in accordance with any of the provisions of this Agreement, neither Party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, expenditures, inventory, investments, leases or commitments, or loss of goodwill of such Party. Upon expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party all Confidential Information of such other Party.

5.5 Survival. The rights and obligations under Sections 1, 2.5, 4, 5.4, 5.5, 6, 7, 8.1(d)-(h), 8.4, 9 and 11 and Exhibit C will survive expiration or termination of this Agreement for any reason.

6. CONFIDENTIAL INFORMATION.

6.1 Confidentiality. Each Party shall maintain in strict confidence all Confidential Information (as defined below) it has obtained or shall obtain from the other Party. Each Party shall use the same degree of care to protect the Confidential Information of the other that it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care and shall not disclose to any third party or use the other Party's Confidential Information for its own benefit or the benefit of any other person or party, except as may be specifically permitted in this Agreement. Neither Party shall use the Confidential Information of the other Party except for the purposes expressly contemplated by this Agreement. This Section 6.1 will not apply to any Confidential Information that is required to be disclosed by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing Party as soon as practicable in order to afford the disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

6.2 Confidentiality of Agreement. The terms and conditions of this Agreement, and the existence hereof, shall be each Party's Confidential Information, provided that either Party may disclose such Confidential Information: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of such Party; (d) in connection with the requirements of an initial public offering or securities filing; (e) in confidence, to accountants, banks, and financing sources and their advisors; (f) in confidence, in

connection with the enforcement of this Agreement or rights under this Agreement; or (g) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

6.3 Enforcement. Each Party acknowledges that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm to the Party whose Confidential Information is so disclosed, which harm cannot be compensated by damages alone. Therefore, in addition to all other rights and remedies at law and in equity, a Party may seek an injunction to prevent a violation of the obligations of confidentiality.

7. INDEMNIFICATION.

7.1 Solnovo Indemnification. Except as provided below, Solnovo will, at its own expense, defend, indemnify and hold harmless CLB, its affiliates and their respective directors, employees, agents, investors and customers from and against any claims, actions, damages, losses, liabilities, fines, costs and expenses (including, without limitation, court and attorney fees) arising in connection with: (a) any breach or purported breach by Solnovo of any covenant, representation or warranty set forth in this Agreement; or (b) any physical injury to persons or damage to property resulting from any act or omission of Solnovo. CLB shall comply with the requirements of Section 7.2 in asserting any claim for indemnification hereunder. In addition to the indemnity obligations set forth above, in the event the Services, Deliverables or Documentation, or any part thereof, are held, or in Solnovo's sole opinion, may be held, to constitute an infringement, Solnovo, upon the mutual determination of the Parties, will: (i) procure for CLB a right to continue using the Services, Deliverables or Documentation as set forth in this Agreement; (ii) modify the Services, Deliverables or Documentation to make them non-infringing; (iii) procure for CLB the right to use a substitute product with similar functionality, which substitute shall be reasonably acceptable to CLB; or (iv) terminate the relevant rights and refund to CLB the fees paid to Solnovo by CLB with respect thereto.

7.2 Indemnification Procedure. In the event that CLB seeks indemnification pursuant to Section 7.1, CLB shall: (a) give the Solnovo prompt written notice of each such claim; (b) tender to Solnovo control of the defense or settlement of each such claim at Solnovo's expense; and (c) cooperate with Solnovo, at the Solnovo's expense, in defending or settling each such claim. Subject to the foregoing, CLB shall have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Solnovo Representations. Solnovo represents and warrants that:

(a) Solnovo has the requisite professional and technical knowledge, skills and experience to perform the Services in accordance with the highest professional and technical standards applicable to the Services, as well as the Project;

(b) Solnovo's performance of the Services and all terms of this Agreement do not, and will not, breach any agreement that Solnovo has, or will have during the term of the Agreement, with another party, and there is no other contract or duty on the part of Solnovo now in existence inconsistent with this Agreement;

- (c) all Work shall be original work product of Solnovo, and any third parties have executed, or will execute, all necessary assignments of rights reasonably acceptable to CLB;
- (d) neither the Work nor any element thereof infringes, or will infringe, the Proprietary Rights or any rights of privacy or publicity of any third party;
- (e) neither the Work nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments, and Solnovo shall not grant, directly or indirectly, any rights or interest whatsoever in the Work to third parties;
- (f) in performing Services hereunder, Solnovo has not used, and will not use, any confidential or proprietary information of a third party, nor will Solnovo disclose to CLB, or bring onto CLB's premises, or induce CLB to use, any confidential information that belongs to any party other than CLB or Solnovo; and
- (g) Solnovo has obtained, and will obtain, non-disclosure, assignment of rights and other appropriate agreements with its employees and Solnovos sufficient to protect CLB's Confidential Information and sufficient to allow it to provide CLB with the assignments and licenses provided for herein, such agreements to contain terms and conditions no less restrictive than the terms and conditions set forth in this Agreement

8.2 Deliverables Limited Warranty. Solnovo warrants that the Deliverables will conform to the Specifications in all respects. For any breach of such warranty, without limiting any other remedy available to CLB, Solnovo shall: (i) modify the Deliverables such that the foregoing warranty is true; or (ii) if Solnovo is unable to do so, provide CLB with a full refund of all fees and expenses paid by CLB in connection with such defective Deliverables and any other Deliverables affected thereby.

8.3 Services Limited Warranty. Solnovo warrants that any Services will be performed in a professional manner, consistent with generally accepted industry standards. For any breach of the foregoing warranty, without limiting any other remedy available to CLB, Solnovo shall re-perform the applicable Services.

8.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1, 8.2 AND 8.3, SOLNOVO MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY, AS TO THE SOLNOVO PROPERTY, SERVICES, DELIVERABLES OR DOCUMENTATION OR ANY MATTER WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOLNOVO HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY.

CLB'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE AMOUNTS PAID BY CLB TO SOLNOVO UNDER THIS AGREEMENT AS OF THE DATE OF THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY. SOLELY TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CLB WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED FILES OR DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WHETHER OR NOT CLB

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. INSURANCE.

Solnovo shall maintain, during the term of this Agreement and any Statement of Work, all insurance and/or bonds required by law or as may be reasonably required by CLB, including: (a) Workers' Compensation Insurance as required by each of the state(s) in which Solnovo provides the Services; (b) Employer's Liability Insurance with limits of not less than \$500,000 per occurrence or any amount required by applicable law whichever is greater; (c) Comprehensive General Liability Insurance, on an occurrence basis, including but not limited to (premises-operations, broad form property damage, contractual liability, independent contractors, personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence; and (d) Professional Liability, Errors and Omissions Insurance, with limits of not less than \$1,000,000 per occurrence.

11. GENERAL TERMS.

11.1 Relationship of the Parties. In performing this Agreement, Solnovo shall have the status of, and operate as, an independent contractor. This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between the parties. CLB is interested only in the results to be achieved. Neither CLB nor Solnovo (or any of Solnovo's representatives) shall have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. Without limiting the foregoing, Solnovo shall be solely responsible for paying when due all taxes, including estimated taxes, incurred as a result of the compensation paid by CLB to Solnovo for the Services under this Agreement.

11.2 Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

11.3 Construction.

(a) All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits of this Agreement.

(b) As used in this Agreement, neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require.

(c) The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Agreement.

(d) The word "including" when used herein is not intended to be exclusive and means "including, without limitation."

(e) Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting Party shall apply in the interpretation of this Agreement.

(f) The Section headings and titles appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement or the interpretation hereof.

(g) All references to “dollars”, “US\$” or “\$” shall mean United States dollars.

11.4 Assignment. Solnovo shall not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of CLB. Any purported assignment in violation of this section shall be void. CLB may assign this Agreement and its rights and obligations hereunder in its sole discretion. Subject to the preceding sentences, this Agreement will inure to the benefit of the Parties’ successors and assigns.

11.5 Nonsolicitation. During the term of this Agreement and for one (1) year thereafter, neither Party will solicit for employment any employee of the other. A general advertisement or a request for employment that is initiated exclusively by an employee of the other shall not be considered a solicitation pursuant to this section.

11.6 No Waiver. The failure of each Party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

11.7 Notices. All notices and other communications under the Agreement shall be in writing and in English, shall be delivered by facsimile transmission (being followed by a confirmation copy by mail), overnight courier service, in person or by registered or certified mail with return receipt requested, and shall be deemed to have been duly given on the date of any receipt or record maintained by the service or person making delivery. Delivery shall be to the facsimile number set forth below or the address set forth in the first paragraph of this Agreement or such other facsimile number or address as may hereafter be furnished in writing by either Party to the other:

If to Solnovo:

ATT: Business Development
Solnovo, Inc.
2828 Cochran Street, STE 256
Simi Valley, CA 93065
email: legal@solnovo.com
818-357-5432

If to CLB:

ATT: General Counsel
City of Long Beach
333 W Ocean Blvd
7th Floor
Long Beach, CA 90802

11.8 Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflicts of law’s provisions. The Parties agree that the U.N. Convention on Contracts for the International

Sale of Goods shall not apply to this Agreement. The state and federal courts within Los Angeles, California will have non-exclusive jurisdiction over all disputes arising out of this Agreement.

11.9 Legal Expenses. In the event legal action is taken by either Party to enforce its rights under this Agreement, all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing Party, shall be paid by the other Party.

11.10 Local Compliance. Solnovo shall, at its sole expense, obtain and maintain the governmental authorizations, registrations and filings. Solnovo shall comply with all laws, regulations and other legal requirements within any Foreign Jurisdictions that apply to this Agreement.

11.11 Integration. This Agreement, together with the Exhibits hereto, which are hereby incorporated by this reference, completely and exclusively state the agreement of the Parties regarding their subject matter. This Agreement supersedes, and its terms govern, all prior proposals, offers, agreements, or other communications between the Parties, oral or written, regarding the subject matter herein.

11.12 Force Majeure. Except with respect to confidentiality obligations and obligations to protect proprietary items, a delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing Party shall not constitute a breach of this Agreement during the period of time such conditions persist, provided that the delayed Party has notified the other of the delay in writing. Conditions beyond a Party's reasonable control include, but are not limited to: natural disasters, acts of government, power failure, fire, flood, force majeure, riots, bombs, bomb threats, acts of war or terrorism and epidemics.

11.13 Amendments. This Agreement may only be amended by an agreement signed by the duly authorized representatives of Solnovo and CLB. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or trade practices.

11.14 Public Statements. Except as required in the exercise of reasonable judgment under law, rule or regulation, administrative or court order or the rules of a securities exchange, Solnovo will not advertise or make any public statement, representation or announcement about CLB, its business or services or the relationship established in this Agreement without CLB's prior written permission. Solnovo will not make any untrue statement or representation concerning CLB or its business or services. Solnovo will not perform any act, public or private, legal or illegal, that would tend to dishonor or embarrass CLB or its officers, directors or employees, or discredit, reflect adversely upon or in any manner injure the reputation of CLB, its officers, directors or employees, or its services or subject CLB to potential liability.

11.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

11.16 Severability. If any portion of this Agreement is held to be unenforceable, the remainder of this Agreement will remain valid.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers or representatives as of the Effective Date.

City of Long Beach

Solnovo, Inc.

By: _____

By: _____

Name: _____

Name: Kevin England

Title: _____

Title: Senior Vice President

Date Signed: _____

Date Signed: _____

Cost Proposal

2010

**Personal Computer Replacement
Installation Services**



**City of Long Beach
Technology Services
Attn: Mike McNerney
333 West Ocean Boulevard, Lower Level
Long Beach, CA 90802**

RFP Proposal #: TS 10-064

RFP Response Provide By:

**Solnovo, Inc.
2828 Cochran Street
Suite 256
Simi Valley, CA 93065
(800) SOL-NOVO**

August 24, 2010

14 Pricing/Cost

Below is a fixed cost for providing CIP replacements to the City of Long Beach. Solnovo will use two engineers as our on-site presence that will be full-time employees of our company and NOT independent contractors or temporary laborers. The fixed costs are separated between the CIP replacement and the on-site & remote project management. An on-site hourly rate is also provided in case of unforeseen delays in production or City provided requirements outside the scope of this project. There are no other out-of-pocket expenses associated to this project. It is expected that the Solnovo employees will be working with the City for approximately 2080 hours per year for a single employee including holidays, vacation, sick days, and specified furlough days as indicated by the State of California and/or the City of Long Beach.

Product/Part #	Description	Qty	Retail	Ext. Retail	Discounted Billing Rate	Discounted Price
Consolidated Billing ID # 20100704						
Engineering-Level 3	Engineering Project Billing (Single CIP Replacement)	1	\$401.82	\$401.82	\$221.00	\$221.00
Project-Manager	Project Management - Project Billing (Single CIP Replacement)	1	\$86.68	\$86.68	\$47.67	\$47.67
Services	Additional Billing Per Project Manager	0	\$95.00	\$0.00	\$52.25	\$0.00
			\$488.50	\$320.93		\$268.68

Note: Please see details as listed above.

Sample based on hours worked during the payment period.

Engineer-Level 3: 40 Hours (20100704) & 32 Hours (20100711)

Engineer-Level 3: 40 Hours (20100704) & 40 Hours (20100711)

***** Hourly billing is based on unforeseen delay in project production. The hourly rate is 52.25 per hour.**

Installation & Configuration:	\$268.68
Sales Tax:	\$0.00
Total:	\$268.68

Total Savings --> \$219.83