

AGREEMENT

35627

THIS AGREEMENT is made and entered, in duplicate, as of August 13, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 9, 2020, by and between CASK NX LLC, a Delaware limited liability company ("Consultant"), with a place of business at 8910 University Center Lane, Suite 400, San Diego, California 92122, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed professional and technical services for system analysis, development, implementation, project management, and technical support for information technology projects and systems ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Sixty-Five Thousand Dollars (\$65,000) annually, at the rates or charges shown in Exhibit "B".

1 B. The City's obligation to pay the sum stated above for any one
2 fiscal year shall be contingent upon the City Council of the City appropriating the
3 necessary funds for such payment by the City in each fiscal year during the term of
4 this Agreement. For the purposes of this Section, a fiscal year commences on
5 October 1 of the year and continues through September 30 of the following year. In
6 the event that the City Council of the City fails to appropriate the necessary funds
7 for any fiscal year, then, and in that event, the Agreement will terminate at no
8 additional cost or obligation to the City.

9 C. Consultant may select the time and place of performance for
10 these services; provided, however, that access to City documents, records and the
11 like, if needed by Consultant, shall be available only during City's normal business
12 hours and provided that milestones for performance, if any, are met.

13 D. Consultant has requested to receive regular payments. City
14 shall pay Consultant in due course of payments following receipt from Consultant
15 and approval by City of invoices showing the services or task performed, the time
16 expended (if billing is hourly), and the name of the Project. Consultant shall certify
17 on the invoices that Consultant has performed the services in full conformance with
18 this Agreement and is entitled to receive payment. Each invoice shall be
19 accompanied by a progress report indicating the progress to date of services
20 performed and covered by the invoice, including a brief statement of any Project
21 problems and potential causes of delay in performance, and listing those services
22 that are projected for performance by Consultant during the next invoice cycle.
23 Where billing is done and payment is made on an hourly basis, the parties
24 acknowledge that this arrangement is either customary practice for Consultant's
25 profession, industry or business, or is necessary to satisfy audit and legal
26 requirements which may arise due to the fact that City is a municipality.

27 E. Consultant represents that Consultant has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this
3 Agreement has been signed by both parties and until Consultant's evidence of
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence at midnight on
6 September 1, 2020, and shall terminate at 11:59 p.m. on August 31, 2022, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner.

9 3. COORDINATION AND ORGANIZATION.

10 A. Consultant shall coordinate its performance with City's
11 representative, if any, named in Exhibit "C", attached to this Agreement and
12 incorporated by this reference. Consultant shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on the
15 Project. City shall furnish to Consultant information or materials, if any, described
16 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
17 shall perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Consultant's key
20 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
21 reference. City shall have the right to approve any person proposed by Consultant
22 to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,
24 Consultant is and shall act as an independent contractor and not an employee,
25 representative or agent of City. Consultant shall have control of Consultant's work and the
26 manner in which it is performed. Consultant shall be free to contract for similar services to
27 be performed for others during this Agreement; provided, however, that Consultant acts in
28 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

1 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
2 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
3 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
4 the usual and customary rights, benefits or privileges of City employees. Consultant
5 expressly warrants that neither Consultant nor any of Consultant's employees or agents
6 shall represent themselves to be employees or agents of City.

7 5. INSURANCE.

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

15 i. Commercial general liability insurance (equivalent in
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
18 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
19 include but not be limited to broad form contractual liability, cross liability,
20 independent contractors liability, and products and completed operations
21 liability. City, its boards and commissions, and their officials, employees and
22 agents shall be named as additional insureds by endorsement (on City's
23 endorsement form or on an endorsement equivalent in scope to ISO form CG
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
26 no special limitations on the scope of protection given to City, its boards and
27 commissions, and their officials, employees and agents. This policy shall be
28 endorsed to state that the insurer waives its right of subrogation against City,

1 its boards and commissions, and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the
3 California Labor Code and employer's liability insurance in an amount not
4 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed
5 to state that the insurer waives its right of subrogation against City, its boards
6 and commissions, and their officials, employees and agents.

7 iii. Professional liability or errors and omissions insurance
8 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

9 iv. Commercial automobile liability insurance (equivalent in
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
11 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
12 combined single limit per accident.

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

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

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

4 E. Consultant shall require that all subconsultants or contractors
5 that Consultant uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Consultant may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Consultant from employing as many employees as Consultant deems necessary
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
14 certifies that, at the time Consultant executes this Agreement and for its duration,
15 Consultant does not and will not perform services for any other client which would create
16 a conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. Consultant further certifies that Consultant does not now have and shall
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
19 other source of income, interest in real property or investment which would be affected in
20 any manner or degree by the performance of Consultant's services hereunder. And,
21 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
22 and contractors.

23 8. MATERIALS. Consultant shall furnish all labor and supervision,
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services
25 necessary to or used in the performance of Consultant's obligations under this Agreement,
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 in a format identified by City, and City shall have the unrestricted right to use and disclose
6 the Data in any manner and for any purpose without payment of further compensation to
7 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
8 Data shall not be made available to any person or entity for use without the prior approval
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

10 10. TERMINATION. Either party shall have the right to terminate this
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
12 prior written notice to the other party. In the event of termination under this Section, City
13 shall pay Consultant for services satisfactorily performed and costs incurred up to the
14 effective date of termination for which Consultant has not been previously paid. The
15 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
16 date of termination, Consultant shall deliver to City all Data developed or accumulated in
17 the performance of this Agreement, whether in draft or final form, or in process. And,
18 Consultant acknowledges and agrees that City's obligation to make final payment is
19 conditioned on Consultant's delivery of the Data to City.

20 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Consultant shall not disclose
26 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
27 of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

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

13 B. If the Project involves construction and the scope of work
14 requires Consultant to prepare plans and specifications with an estimate of the cost
15 of construction, then Consultant may be required to modify the plans and
16 specifications, any construction documents relating to the plans and specifications,
17 and Consultant's estimate, at no cost to City, when the lowest bid for construction
18 received by City exceeds by more than ten percent (10%) Consultant's estimate.
19 This modification shall be submitted in a timely fashion to allow City to receive new
20 bids within four (4) months after the date on which the original plans and
21 specifications were submitted by Consultant.

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

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Consultant shall cause

1 all work performed in connection with construction of the Project to be performed in
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
3 county or municipal governments or agencies (including, without limitation, all applicable
4 federal and state labor standards, including the prevailing wage provisions of sections 1770
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
6 marshal, health officer, building inspector, or other officer of every governmental agency
7 now having or hereafter acquiring jurisdiction.

8 16. PREVAILING WAGES.

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

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

26 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
27 constitutes the entire understanding between the parties and supersedes all other
28 agreements, oral or written, with respect to the subject matter in this Agreement.

1 18. INDEMNITY.

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

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

25 C. If a court of competent jurisdiction determines that a Claim was
26 caused by the sole negligence or willful misconduct of Indemnified Parties,
27 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

4 19. AMBIGUITY. In the event of any conflict or ambiguity between this
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

14 21. NONDISCRIMINATION.

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

25 B. It is the policy of City to encourage the participation of
26 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
27 procurement process, and Consultant agrees to use its best efforts to carry out this
28 policy in its use of subconsultants and contractors to the fullest extent consistent

1 with the efficient performance of this Agreement. Consultant may rely on written
2 representations by subconsultants and contractors regarding their status.
3 Consultant shall report to City in May and in December or, in the case of short-term
4 agreements, prior to invoicing for final payment, the names of all subconsultants
5 and contractors hired by Consultant for this Project and information on whether or
6 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

8 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
9 accordance with the provisions of the Ordinance, this Agreement is subject to the
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant
13 certifies and represents that the Consultant will comply with the EBO. The
14 Consultant agrees to post the following statement in conspicuous places at its place
15 of business available to employees and applicants for employment:

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

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

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

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

7 23. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Consultant at the address first stated above, and to City at
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
11 to the City Engineer at the same address. Notice of change of address shall be given in
12 the same manner as stated for other notices. Notice shall be deemed given on the date
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

14 24. COPYRIGHTS AND PATENT RIGHTS.

15 A. Consultant shall place the following copyright protection on all
16 Data: © City of Long Beach, California ____, inserting the appropriate year.

17 B. City reserves the exclusive right to seek and obtain a patent or
18 copyright registration on any Data or other result arising from Consultant's
19 performance of this Agreement. By executing this Agreement, Consultant assigns
20 any ownership interest Consultant may have in the Data to City.

21 C. Consultant warrants that the Data does not violate or infringe
22 any patent, copyright, trade secret or other proprietary right of any other party.
23 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
24 and employees harmless from any and all claims, demands, damages, loss, liability,
25 causes of action, costs or expenses (including reasonable attorney's fees) whether
26 or not reduced to judgment, arising from any breach or alleged breach of this
27 warranty.

28 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

13 27. CONTINUATION. Termination or expiration of this Agreement shall
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
15 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

27 30. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration of

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

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

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

CASK NX LLC, a Delaware limited liability company

Aug 26, 2020

By [Signature]
Name MARK LAESEN
Title PRESIDENT

Aug 26, 2020

By [Signature]
Name Lauren Pies
Title Contracts Admin

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 18, 2020

By [Signature]
City Manager

"City"

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

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



CITY OF
LONG BEACH

Cask NX, LLC Response to:

RFP #TI 19-027, As-Needed IT Professional Services
Part I - Narrative / Technical Proposal

Prepared for:

The City of Long Beach

Submitted:

October 8, 2019

Prepared by:

Liz Mikos
Account Executive
liz.mikos@caskllc.com
858.413.7236

Katherine Castagnola
Contracts Manager
katherine.castagnola@caskllc.com
858.634.6228

1. RFP No. TI 19-027 COVER PAGE



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

City of Long Beach
Request for Proposals Number TI 19-027

For

As-Needed Information Technology Professional Services

Release Date:	08/15/2019
Questions Due to the City:	08/22/2019
Posting of the Q & A:	09/10/2019
Due Date:	09/17/2019

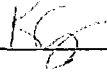
City Contact: *Sokunthea (Soey) Kol* Buyer II 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name Cask NX, LLC Contact Person Katherine Castagnola
 Address 8910 University Ctr Ln, Ste 400 City San Diego State CA Zip 92122
 Telephone (858) 634 - 6228 Fax () N/A Federal Tax ID No.
 E-mail: katherine.castagnola@caskllc.com

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

I have read, understand, and agree to all terms and conditions herein. Date Sept. 17, 2019

Signed 

Print Name & Title Katherine Castagnola, Contracts Manager

Rev 2016 0919

2. RFP No. TI 19-027 COVER LETTER

October 8, 2019

Sokunthea Kol
City of Long Beach
Department of Financial Management
Business Services Bureau
333 W. Ocean Blvd, 7th Floor
Long Beach, CA 90802

Re: Request for Proposal for As-Needed Information Technology Professional Services

Cask NX, LLC (Cask) is pleased to resubmit the following in response to the City of Long Beach (the City) request for As-Needed Information Technology Professional Services.

Founded in 2004, Cask is a business and technology management consulting firm focused on helping our clients use and unlock the value of technology in more efficient and cost effective ways. We maintain a long-standing strategic partnership with ServiceNow, and are a certified Elite partner and authorized license reseller. We submit this proposal to provide application-specific services and project-specific services to the City of ServiceNow related efforts.

With Cask, the City aligns with a boutique ServiceNow partner that delivers the right team with the right credentials. We maintain a 9.4 of 10 customer satisfaction rating with a long track record of proven innovation, well-earned trust, and partnership success with local and State government clients throughout California.

Please contact myself, or Liz Mikos at liz.mikos@caskllc.com, 858.413.7236, should further information and/or clarification of our enclosed proposal be required.

I, Katherine Castagnola, as Contracts Manager am authorized to bind Cask contractually. This response is a firm and irrevocable offer good for one-hundred-and-eighty (180) days from submittal, October 8, 2019.

Thank you for the opportunity to partner with the City,

A handwritten signature in black ink, appearing to read "KC" with a flourish.

Katherine Castagnola
Contracts Manager
katherine.castagnola@caskllc.com
858.634.6228

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3. EXECUTIVE SUMMARY

Cask has detailed the enclosed qualifications to provide application-specific and project-specific services to the City of Long Beach for ServiceNow-related projects. In 2018, *Forbes Magazine* ranked ServiceNow the **most innovative company in the world**. Thousands of customers transform the way they work with ServiceNow, including: over one-third of Forbes Global 2,000; over half of Fortune 100; and many small- and medium-size organizations worldwide. Their clients span Federal, State, County and Local entities that have achieved impressive benefits from implementing ServiceNow solutions.

Cask began a strategic partnership with ServiceNow in 2011. Now, we stand atop the ServiceNow partner ecosystem as a **certified Elite partner** and have long been a trusted solution provider by clients and ServiceNow alike. We are an implementation leader recognized by *The Forrester Wave*TM with experience across Federal, State, Local and Higher Education clients. We maintain a 9.4 of 10 customer satisfaction rating with a long track record of proven innovation, well-earned trust, and partnership success. Our expertise spans **+400 implementations**, which employ a full suite of services to ensure client success when collaborating with our platform-wide subject matter experts.

Cask has the experience, knowledge and expertise to provide unparalleled ServiceNow service to the City. We are able to provide fixed-price cost estimates specific to project scope, agree to the City's development standards and conventions, will complete knowledge transfer as required (ServiceNow source code is protected), and agree that all Cask work product will be the property of City.

Our proposal is submitted in multiple parts, as requested.

- Part I, below, details our background, qualifications, references and other requirements
- Part II, attached separately, details our Cost Proposal
- Part III, attached separately, includes all Required Forms and acknowledged addenda
- Part IV, attached separately, includes sufficient Financial Documentation for the City to determine financial stability sufficient to our contractual responsibility

Thank you for the opportunity to share our qualifications and capabilities with the City as you evaluate long-term partnerships to support future technology initiatives.

4. COMPANY BACKGROUND

4.A Primary Contractor Information

Contractors must provide a company profile. Information provided shall include the following (RFP 9.1)

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

Cask NX is a wholly owned subsidiary of Cask Technologies, LLC. Cask NX (Cask) is an LLC incorporated in the State of Delaware, December 10, 2018. Cask is also registered with the Secretary of State for the State of California and is in good standing.

- *Location of the company offices*

Cask NX
8910 University Center Lane, Suite 400
San Diego, CA 92122

- *Location of the office servicing any California account(s)*

Same as above.

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

Cask employs approximately 200 personnel. Currently, we have team members that reside in the greater Los Angeles area but no employees reside within the City of Long Beach.

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

Cask personnel may be assigned from our headquarters in San Diego, or other regional teams located in: greater Sacramento, CA; greater Dallas, TX; greater Phoenix, AZ; greater Salt Lake City, UT; greater Denver, CO; and other areas throughout the Mountain West and/or Pacific Northwest. Cask has additional personnel located on the Eastern seaboard to meet the needs of our Federal clients. Depending on utilization, resource capacity, and specialized experience and/or accreditations, these resources may be assigned to City efforts as required.

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

Name / Title: Katherine Castagnola, Contracts Manager

Address: Cask NX

8910 University Center Lane, Suite 400

San Diego, CA 92122

Email: katherine.castagnola@caskllc.com

Phone: 858.634.6228

4.B Company Background & Qualifications

Company background/history and why Contractor is qualified to provide the services described in this RFP (RFP 9.1)

4.B.i Cask Background & History

Cask NX is a wholly owned subsidiary of Cask Technologies, LLC. Cask NX was recently formed as a subsidiary to wholly devote business and operational focus to our ServiceNow-specific clients and partnership. Cask NX and Cask Technologies' history is therefore intertwined, detailed below in this proposal section. When using the general organizational name "Cask," this section refers to Cask NX and Cask Technologies' shared history and qualifications.

Cask opened our doors in 2004, aiming to help clients use and unlock the value of technology in more efficient, cost effective ways. A business and technology management consulting firm, we provide a dynamic range of services that address public agencies' critical needs at the nexus of people, processes, technology, and governance. Technology-agnostic, we have developed several strategic partnerships with technology partners that offer what we have identified as a "best in breed" solutions, including ServiceNow.

Our origin is unique. The leadership that founded Cask came from a background experienced in supporting Federal acquisition programs. They saw that their ability to support customers was negatively impacted by corporate bureaucracy and that decisions that fostered unsustainable growth weakened corporate culture. Therefore, when they created Cask in 2004 they chose to be great instead of big, insisting that clients and internal clients (their employees) come first.

This cornerstone shapes both client engagements as well as drives our dedication toward recruiting, retaining, and helping high quality personnel continue to grow professionally. We recognize that when employees are enabled and treated like stakeholders, they are fully engaged and provide an outstanding customer experience. This environment directly results in our reputation for delivering quality results and promotes our high retention rate, for which we are continually recognized as best place to work. Indeed, Cask has continually been recognized by *Consulting Magazine*, *Inc. Magazine*, and *The San Diego Business Journal* for the following:

- 2011 - *Inc. Magazine*, 500/5000, fastest-growing private companies in America
- 2012 - *Inc. Magazine*, 500/5000, fastest-growing private companies in America
- 2013 - *Inc. Magazine*, 500/5000, fastest-growing private companies in America
- 2013 - *Inc. Magazine*, Hire Power, job creator accolade, #6
- 2018 - *Inc. Magazine*, 500/5000, fastest-growing private companies in America
- 2018 - *Inc. Magazine*, Best Workplaces, #9
- 2011 - *Consulting Magazine*, Best Small Firms To Work For, #3
- 2012 - *Consulting Magazine*, Best Small Firms To Work For, #4
- 2013 - *Consulting Magazine*, Best Small Firms To Work For, #5
- 2014 - *Consulting Magazine*, Best Small Firms To Work For, #4
- 2015 - *Consulting Magazine*, Best Small Firms To Work For, #3
- 2017 - *Consulting Magazine*, Best Small Firms To Work For, #9

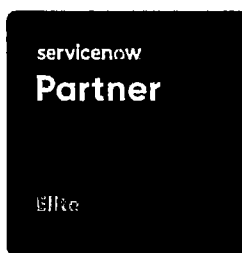
- 2017 - *Consulting Magazine*, Fastest Growing Firm, #58
- 2011 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2012 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2013 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2014 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2015 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2016 - *San Diego Business Journal*, Top 100 Fastest Growing Private Companies
- 2017 - *San Diego Business Journal*, Best Places to Work

As an intentionally small business, our associates, also known as Coopers, are our most important asset. We emphasize building and maintaining a great working environment with challenging projects to ensure we are able to attract the most qualified and dedicated individuals in their fields.

We attract strong personnel, and also continue to build them up. Our organizational practice areas have established performance and hiring standards, which are supplemented by professional development tracks. Coopers must establish and maintain core capabilities in their respective skill areas as well as other complementary areas to ensure currency and fluency in multiple areas. The end result is a pool of subject matter experts that on average have more than 15 years of professional experience, hold a Master's degree or above, and maintain specialized certifications and other industry-specific training including: PMP, CISSP, CISA, LEED AP, ITIL Expert, ISO 20000 and Six Sigma Black Belt.

Our expertise and client satisfaction has led to continual growth over the last several years. Cask has maintained an approximate growth rate of 20% year over year. Once a Cooper, associates join a highly productive, experienced team that does not turn over; we maintain a turnover rate of less than 10%. Through the strength, continuity and experience of our team, our client partnerships achieve quality results, innovative capabilities, and mature process with low risk to customers' unique expectations.

4.B.ii Cask Qualifications & ServiceNow Proven Partner



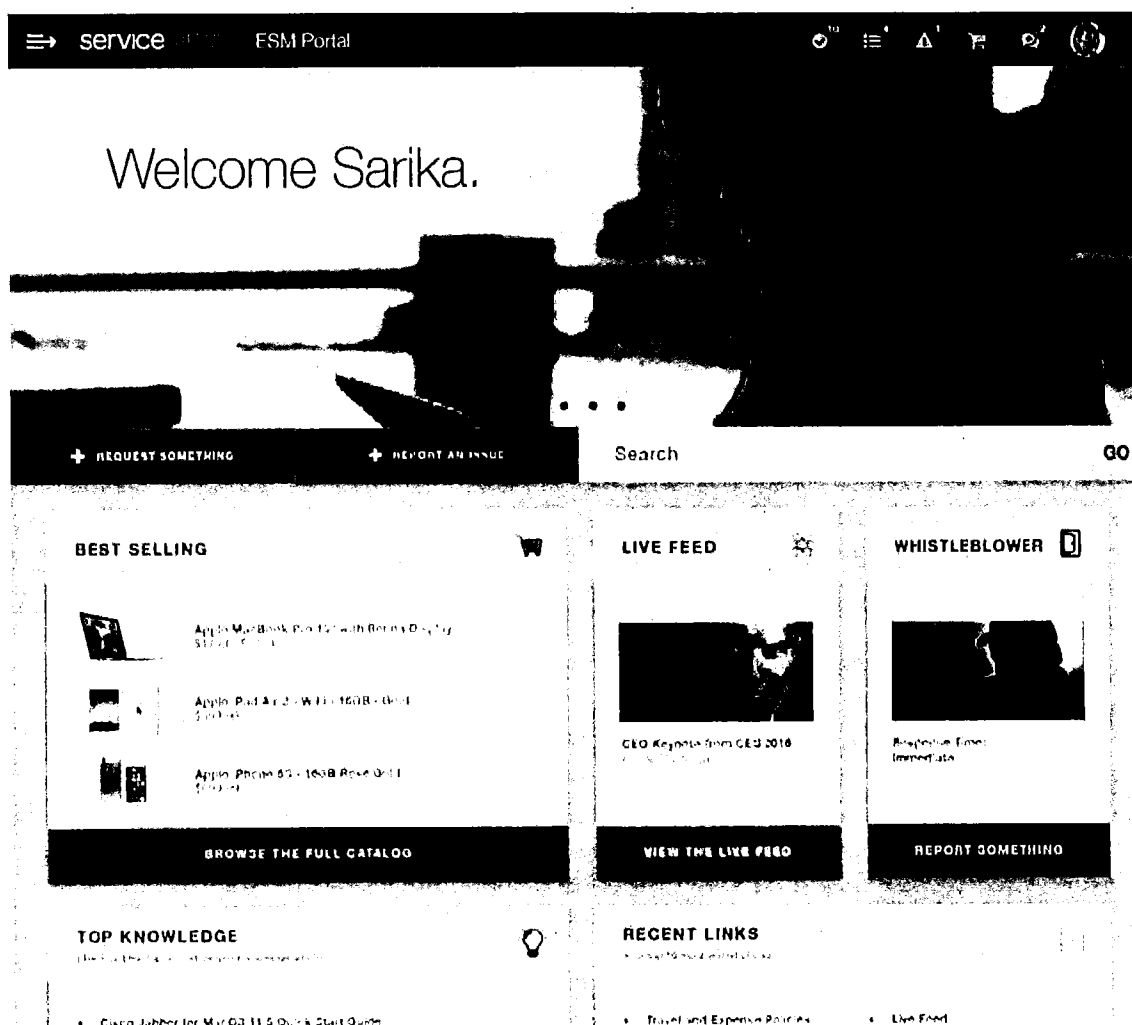
Cask maintains several strategic partnerships with best-in-breed solutions. Our collaboration with ServiceNow began in 2011 when we recognized the platform as a best in class technology product. Over the last eight years we have established ourselves as a top-tier partner within the ServiceNow ecosystem, and are now recognized as a top-tier, **certified Elite partner** and authorized license reseller who has long been a trusted solution provider by clients and ServiceNow alike.

ServiceNow was founded in 2004 and quickly became a market leader in IT Service Management (ITSM). Since then, ServiceNow has expanded their leadership position across other operational service management capabilities, including Customer Service, HR, Financial Operations, Security, and more.

Many ServiceNow partners will focus on and specialize in one area of the platform, such as ITSM. Cask, however, is unique. Our qualifications and experience have expanded alongside

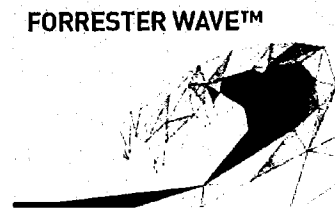
ServiceNow, and our **subject matter expertise extends across the entire platform**, including: ITSM, IT Business Management (ITBM), IT Operations Management, Security Operations, Governance, Risk & Compliance, Human Resources, as well as custom application development. Specifically:

- Cask holds nearly every technical accreditation that ServiceNow offers
- We are **one of four partners selected globally** to launch ServiceNow's forthcoming Financial Management module
- We were **one of four partners selected globally** to review and validate ServiceNow's approved implementation methodology
- And, we are one of the only partners ServiceNow hires to build world class service management capabilities for their own employees on their own instance (see below)



ServiceNow's Enterprise Service Management Portal for their employees was designed and built by Cask

Our expertise has led to repeated industry recognition. We are distinguished by *Forrester Research* as one of only four Leaders in IT Service Management implementation services. Cask was among the highest scoring partners in Service Quality, Account Management, Scope of Offerings, Strategy for Legacy Modernization, and ITSM services growth rate.



Our consultative approach across these areas is also unique in that we provide results that are practical, measurable, and sustainable. We are dedicated to the success of our customers through the professional, focused, and timely delivery of services and solutions. We invest the time to understand your requirements, and then rely on our experience, processes, innovation, knowledge, and commitment to satisfy your needs. Cask implements our services and solutions with an emphasis on building competitive advantage and stronger value propositions for our clients by implementing “leading practices” and “next practices.” We recognize that by employing both proven processes as well as innovative methods our customers receive quality results in the most decisive manner. This attention to process and consultative approach further distinguishes Cask across all lines of business, including our recognized expertise and status within ServiceNow’s robust partner ecosystem.

From this foundation, Cask offers our clients far more than technology configuration as “just” a ServiceNow implementation partner. Our management and technology consulting origins continue to impact our approach to professional services, providing a holistic, diagnostic suite of offerings that incorporate the wide array of organizational activities required to make any sized effort a long-term success. Cask’s approach works, proven across **+400 ServiceNow engagements**. And, given our recognized expertise, **ServiceNow sought Cask to write their (e)book on platform governance**. Across every client project, we work to ensure that our clients’ transformation and ServiceNow’s platform solution is adopted across all end users, well maintained, governed, and poised for enhancement.

To that end, offer our clients services that span:

- Program Planning: Identify roles and responsibilities, develop a detailed plan that harmonizes outcomes across people, process, and technology to ensure the realization of intended business value
- Current State Analysis: Deep dive into client organizational structures, process, platforms, systems, tools, and reporting
- Strategic Compass™: Facilitated stakeholder consensus on definition of success, prioritization of key objectives, and long term vision for the platform for targeted Phase design and deployment
- Governance Alignment: Support to ensure platform team internally operates so the appropriate level of information is available to the right decision makers at the right time, ensuring decisions that impact processes, technologies, organizational constructs and services are properly vetted against organizational priorities, risks and value
- Process Design: Focus on business goals and client desired future state, translating that vision into requirements for solution configuration
- Creative Solutions: Redefining the art of the possible on the platform through **Emmy-award winning UX/UI expertise** that identifies personas and uses design thinking to deliver an exceptional user journey
- Organizational Change Management: Range of strategic activities, materials, and ongoing support to define change and provide a systematic approach to identifying

challenges, developing strategies and tactics to respond to challenges, and monitoring to understand the effectiveness of action

- Agile Development: Platform delivery using best practice methodology
- Training: Needs analysis and detailed program to identify and address gaps in knowledge, skills, and abilities to deploy, operate, maintain and enhance new platform solution
- Future State Alignment: Post-project closeout facilitated support to continue moving organizations towards long-term goals

In summary, Cask continues to distinguish ourselves as a recognized leader in the competitive Service Management professional services marketplace. The City benefits from our proven expertise across hundreds of previous ServiceNow implementations, industry- and partner-ecosystem recognized thought leadership, and our passionate focus on customer success and satisfaction.

4.B.iii Representative ServiceNow Experience

Since our partnership with ServiceNow began in 2011, Cask has completed hundreds of ServiceNow engagements. The below represent some of our public clients that span Local, State, Higher Education and Federal entities:

- University of Southern California
- UC, Los Angeles
- UC, Los Angeles Health
- UC, Riverside
- UC, San Francisco
- UC, Santa Barbara
- CSU, Dominguez Hills
- CSU, East Bay
- California State Polytechnic University, Pomona
- University of Utah
- Southwestern Community College
- Air University (U.S. Air Force)
- United States Air Force
- United States Army
- United States Navy
- United States Marine Corps
- Defense Contract Management Agency
- Defense Information Systems Agency
- Defense Finance and Accounting Systems
- Defense Logistics Agency
- Defense Security Cooperation Agency
- U.S. Federal Emergency Management Agency
- U.S. Department of Justice
- National Aeronautics and Space Administration
- Smithsonian Institute
- California Correctional Health Care Services
- California Department of State Hospitals
- California Department of Child Support Services
- Utah Department of Technology Services
- City of San Diego
- City of Santa Monica
- City of Phoenix
- County of Solano
- County of Fresno
- Supreme Court of Idaho
- Regional Transportation District of Denver
- San Francisco International Airport

The work detailed below offers a more complete representation of the qualifications and experience we bring to a potential partnership with the City:

IT Service Management Experience:

Representative Experience: University of Southern California

USC partnered with Cask to transform the way their centralized IT organization supports campus. University leadership made the decision to purchase ServiceNow and required additional assistance building standardized services and processes. Our team designed and implemented 8 applications within a 7-month period, including: Incident, Problem, Change, Knowledge, Asset, and Configuration Management.

Representative Experience: California State University, East Bay ("CSUEB")

CSUEB's Information Technology Services ("ITS") partnered with Cask to reengineer a variety of their IT Service Management processes. This effort was part of a larger cultural shift towards continual improvement, specifically improved service delivery and self-service. Partnered with Cask, CSUEB received a Reengineering Program designed specifically for their needs. Process and technical areas spanned: Service Portfolio and Catalog, Business Relationship Management, Service Desk, Request Fulfillment, Incident Management, Asset Management, Configuration Management, and Service Portal. At the conclusion of our engagement, CSUEB had complete self-service capabilities, reducing the Service Desk's incoming call volume by 20%; met ISO 27001 security audit requirements with the ability to identify to location of assets in real time; and, their reputation across campus dramatically shifted to one in which faculty, students, and staff once again recognized the value their IT organization provided University-wide.

Representative Experience: Splunk

As part of a ServiceNow reimplementation initiative, Splunk desired a simplified approach to Incident Management, Service Request Fulfillment, and Self-Service. Splunk's reset on Incident and Request presented an opportunity to remove complex, over-engineered tools, improve the employee experience, and enhance IT team members' efficiency. Simultaneously, our reimplementation emphasized baseline reporting capabilities to enable better decision-making capabilities for leadership, improved satisfaction, and future-proofed Splunk to sustainably scale the future of ITSM across their organization.

Our partnership with Splunk further included remote staff augmentation. Splunk required supplemental support to execute against growing backlog of incidents and requests, and assistance with the completion of minor development activities. Splunk provided access to their system and Cask completed all work remotely utilizing two Platform Engineers for technical deliverables, as well as project management support to ensure client success, manage resource allocation, and maintain timekeeping. We worked in collaboration with Splunk to determine the appropriate number of hours for each activity to effectively manage client resources and our Project Manager provided weekly reporting on tasks and solicited feedback to confirm we met client expectations. Our short term effort was repeatedly extended to meet Splunk's growing needs. To illustrate, Cask resources completed 144 incidents, 21 requests, and 22 enhancements over a representative 3-month sample period.

Representative Experience: Premier Inc.

Within several weeks' time, Premier lost all internal capability to administer their ServiceNow platform. These issues created a critical need to immediately alleviate their backlog and daily workload. Premier called on Cask to resolve this acute demand and allow Premier to focus on executing their day-to-day business. We completed this effort using remote administration

capabilities, deploying a virtual engineer and architect and working in collaboration with our client to determine our rules of engagement and operating rhythm. With Premier, requests, questions about existing requests, and other inquiries were entered through a customized portal that tracked all help-desk activities, including: Incident, Problem, and Change Management, Password Reset, Service Catalog, Workflow, and LDAP Integration. Service Level Agreements and Key Performance Indicators were identified and analyzed to ensure Cask met client expectations and sought continual service improvement. With Cask managed services, Premier rapidly received pivotal stop gap resources to ensure the seamless continuation of their internal operations.

Representative Experience: Regional Transportation District (RTD)

RTD is the regional authority operating public transit services in eight counties across the greater Denver-Aurora-Boulder area in Colorado. They use ServiceNow for Incident, Problem, Change, Project, and Asset Management, and it is the system of record for the majority of IT related operational and project work. RTD continues to grow and mature their use of ServiceNow, and the amount of support time required for the platform increased beyond RTD's ability to support internally. Cask provides managed services support to supplement RTD's system administrators as well as deliver additional expertise and capabilities. With our support, RTD achieves an effective way to stay up to date on the ServiceNow platform, have access to additional skills and address a range of issues related to cost and risk. Scope includes, but is not limited to: Configuration and administration of applications and modules; Platform maintenance and release support, including review of skipped updates accrued over multiple upgrades; Workflow configurations; Scripting to support business rules and UI policies/actions; Standard reports and dashboard configurations; Platform knowledge transfer to RTD administrators so the work can be supported by RTD staff. With Cask, RTD leverages ServiceNow best practice, aligns platform functionality to IT process, and expands automation while increasing their internal skills and abilities.

Representative Experience: Visa

Cask supported Visa's reorganization of their 5,000-person IT organization, changing the way 12,500 employees requested services through ServiceNow. We enhanced Major Incident processes to ensure visibility for all requisite parties and assignment to most relevant group for resolution; and, we successfully aligned business requirements to incident management process for quick and efficient handling of issues. Our team established the first formal Problem processes, created a cohesive workflow and SLAs. And, we built a global Change process and associated approval standards, ensuring global accountability and ownership through enforceable standards.

IT Business Management Experience:

Representative Experience: The City of San Diego

The City of San Diego is the eighth largest city in the United States and second largest in California. Over two dozen departments employ approximately 20,000 people. The City partnered with Cask to centralize IT projects by employing standardized processes and an internal customer interface. Specifically, the City's IT Project Management processes were outdated and encumbered by manual tracking and tasking. Further, multiple systems were deployed across various departments, limiting visibility and reinforcing silos and tribal knowledge. With Cask, the City stood up ServiceNow Demand and Project Management process leveraging our business analysis, technical implementation, and organizational change

management services. We streamlined processes for the City, decreased the numbers of steps to direct an item through governance processes, and decreased the number of forms managed to support processes. At the conclusion of our effort, the City had centralized service delivery interface, standardized reporting, well-documented and properly communicated processes for introducing requests, and a simplified mechanism for managing their completion.

Representative Experience: Atmos Energy

Atmos is one of the United States' largest natural-gas-only distributors. Headquartered in Dallas, TX, they serve over three million customers across 1,400 communities in nine states. Atmos partnered with Cask to implement ServiceNow PPM in order to refine their project management processes in alignment with ServiceNow best practices. Our effort prioritized using ServiceNow for the entire project lifecycle, including both small and large projects. Further, Atmos sought centralized reporting capabilities, visibility into demand on resources, and a mechanism to facilitate steering committee and CIO review. With Cask, Atmos leveraged PPM capabilities to effectively establish priorities, mobilize resources, balance risks, justify investments, and sustain effort across life cycles.

Representative Experience: Umpqua Bank

Headquartered in Portland, OR, Umpqua is a regional bank in the Pacific Northwest providing personal and business banking and lending. With over 350 branches in Oregon, Washington, Northern California, Nevada and Idaho, it is ranked among the 60 largest banks in the nation. Umpqua is working with Cask to configure Project Portfolio Management, including Resource and Demand capabilities, within ServiceNow. This project enables Umpqua to transform how they manage project execution and provides visibility into individual activities, programs, and the overall portfolio. With Cask, Umpqua has consolidated a disparate set of tools and processes for enhanced executive understanding and decision making.

Security Operations and Governance, Risk & Compliance Experience:

Representative Experience: Shelter Insurance

Shelter partnered with Cask to transition from legacy solutions to a new foundation that aligned with their organizational transition to the ServiceNow platform. Our effort encompassed Security Incident Response and Vulnerability Response from ServiceNow Security Operations module, as well as Policy and Compliance, Risk Management, and Vendor Risk Management from the platform's GRC module. Their existing solution was manual and chaotic, utilizing tools where available to patch together a solution. With Cask, Shelter designed more efficient and effective processes, leveraged ServiceNow's automation to streamline previously-manual work, and identified reporting requirements which Cask configured using available dashboards.

Representative Experience: Consumer Credit Reporting Agency

One of the "Big Three" credit reporting agencies, our client collects and aggregates information on over one billion people and businesses, including 235 million individual US consumers and more than 25 million US businesses. They operate in 37 countries with over 17,000 employees. Our project sunset the current SIEM, ArcSight, and replaced it with Splunk's enterprise event management solution as well as implemented ServiceNow's Security Operations Security Incident Response module. In addition to implementation services, we were engaged to provide project/program management and advisory services to review and improve their current security incident response run books.

Representative Experience: Clearing House

Our client specializes in equity derivatives clearing, providing central counterparty clearing and settlement services to 16 exchanges and operating under the jurisdiction of the Securities and Exchange Commission and the Commodity Futures Trading Commission. They act as a guarantor between clearing parties, ensuring the obligations it clears are fulfilled. It holds approximately \$100 billion of collateral and moves billions of dollars a day. Our scope of work spanned ServiceNow's SecOps module, including Security Incident Response, Vulnerability Response, and Threat Intelligence processes to enable our client to respond to cyber incidents and address threats through multifaceted workflows, dashboards, and custom tailored reporting mechanisms. At the conclusion of our effort, our client was enabled to demonstrate compliance, reduced its attack surface, and therefore furthered their competitive advantage in their marketplace.

Representative Experience: Healthcare Company

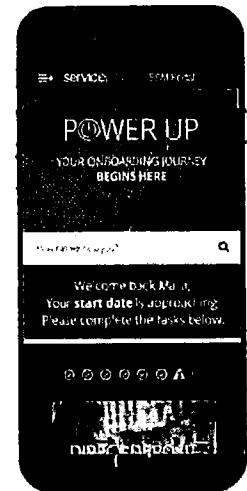
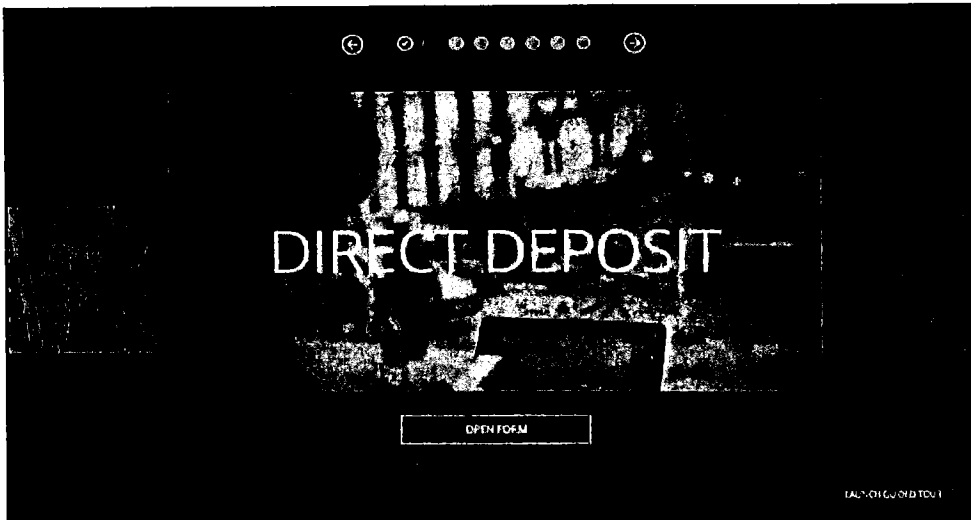
Our client is a healthcare improvement company that united an alliance of approximately 3,900 hospitals and over 150,000 other provider organizations. An industry leader, they have created one of the most comprehensive databases of actionable data, clinical best practices, and efficiency improvement strategies. Our scope of work implemented Security Incident Response with QRadar integration. Our work included multiple, standardized workflows for our client to categorize and address security incidents with automatic trigger notifications, tasks, and approvals configured by security incident type.

Human Resources Service Delivery Experience:*Representative Experience: McAfee*

McAfee LLC is a leading-edge cybersecurity company that provides advanced security solutions to consumers, small and large businesses, enterprises, and governments. Cask's effort with McAfee combined our HR and user experience strengths to deliver a ground-breaking onboarding experience for our client's HR team. Our partnership sought to improve and automate McAfee's onboarding experience; lay the groundwork for ServiceNow as a system of engagement for candidates, new hires, and associates who need to interface with HR; identify and architect automation opportunity across the onboarding process; design a state of the art user experience for associates engaging with HR; and facilitate the maturation of HR Case Management within McAfee.

Our effort encompassed project management, solution architecture, advisory and platform development tasks across:

- Organization Onboarding Requirements Review and Standardization
- HR Case & Knowledge Management Current State Review and Standardization
- Onboarding Process & Requirements Definition
- HR Integrations
- HR Service Portal and Onboarding Visual Design, including: Discovery, Information Architecture, Conceptual Design, Design Development, Style Guide and Story Creation
- HR Service Portal and Onboarding Build / Create



Representative Experience: Naval Supply Systems Command (NAVSUP)

NAVSUP Business System Centers serves as the Navy's leading business systems life cycle support center and has significant responsibilities maintaining core business systems that support the logistics and supply disciplines of the Department of the Navy. Additionally, NAVSUP provides support to foreign countries that are coalition partners and other customers that depend on logistics and business systems to support their missions as a fee for service organization. NAVSUP partnered with Cask to implement ServiceNow's HR solution to streamline onboarding and enhance HR Service Management efficiencies.

Cask's effort spanned three phases that incorporated Contractor Onboarding, Civilian Onboarding, and Contractor/Civilian Offboarding, respectively, and yielded phenomenal results. We:

- Reduced on-boarding from 120 to 24.5 days through automation
- Recovered 2 million hours of lost productivity
- Increased productivity by 5x
- With increased efficiencies, NAVSUP is currently on-boarding over 800 contractors/year.

Our effort with NAVSUP is the largest HRSD contingent worker solution in ServiceNow history, and NAVSUP continues to advocate for Cask and ServiceNow by sharing their success story across the Department of the Navy.

Representative Experience: Sprouts

Sprouts wanted to streamline and increase efficiency for the HR Team to close cases and fulfill requests, as well as drive a culture of self-service for employees. Specifically, they sought to improve HR delivery, increase responsiveness, reduce errors, reduce unnecessary touch points with automation, enable leadership to leverage data for better decision making, while driving self-service through an intuitive user interface.

Partnered with Cask, Sprouts received a solution that was the first step in moving towards their objectives, making HR processes user friendly for both end users and HR fulfillers. Our team created a robust catalog of 22 items with associated forms and workflows; implemented Security Controls to keep sensitive data protected; helped streamline and implement complex workflows for On & Off Boarding processes; and, standardized Knowledge Management through process design and workflow.

With Cask, Sprouts achieved the following results for their 24,000 employees:

- Decreased channels to reach HR from 13 to 1
- 145+ Knowledge articles viewed per day
- 33% increase in HR Generalist productivity
- 979 cases opened in the first two weeks were employee self-service (68% of cases)

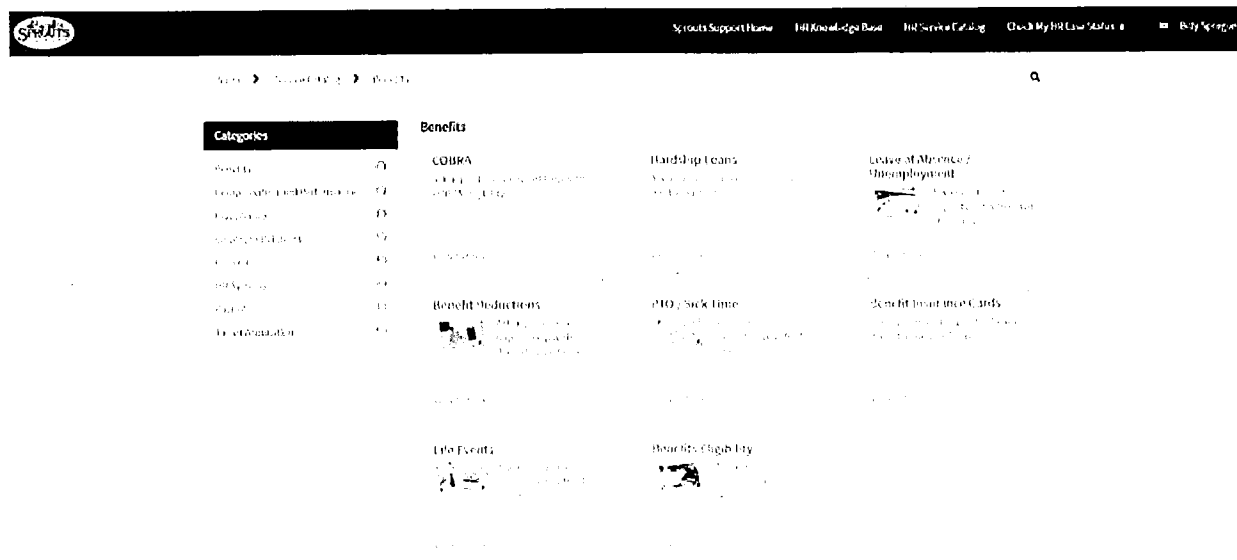
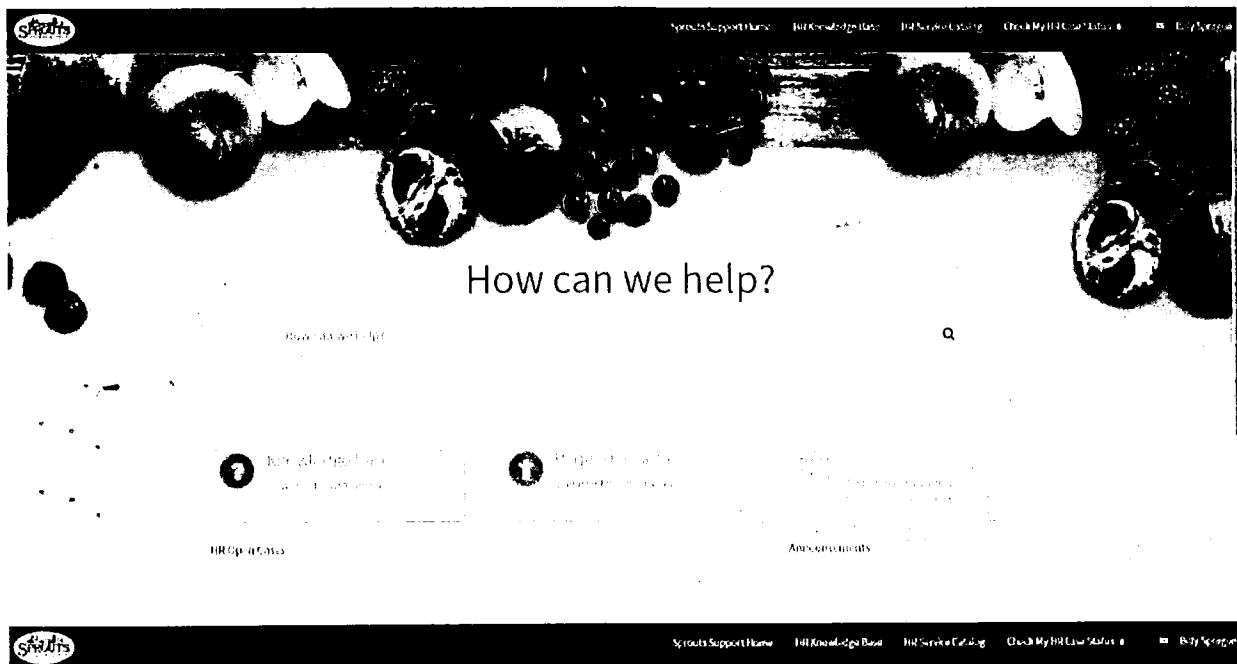


EXHIBIT "B"

Rates or Charges



CITY OF
LONG BEACH

Cask NX, LLC Response to:

RFP #TI 19-027, As-Needed IT Professional Services
Part II - Cost Proposal

Prepared for:

The City of Long Beach

Submitted:

October 8, 2019

Prepared by:

Liz Mikos
Account Executive
liz.mikos@caskllc.com
858.413.7236

Katherine Castagnola
Contracts Manager
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1. COST PROPOSAL

Cask has detailed below hourly rates that accommodate both Time & Materials as well as Firm Fixed Price level of efforts, for both project- and application-specific services. Please note, Cask discounts our rates by project scope and the committed utilization of our billable resources. Therefore, and in accordance with the RFP Addenda No. 2, released October 1, 2019, we have presented our hourly rates as a value range by resource role to accommodate potential fluctuations in rate due to available discounts and approximate travel, ensuring we can present the City with a best value option.

Please note, Cask will also assess a 3% uplift in rate ranges per year, as proffered below. We prefer time and materials engagements to be billed monthly in arrears, and firm fixed projects to be organized with milestones no greater than forty-five (45) days apart. As an economically disadvantaged woman-owned small business and professional services organization responsible to and for our personnel, our policy requests payment terms of Net 30.

1.A Application-Specific Services

Contractors proposing on the Application-Specific Services must specify the hourly rates for each classification of resource (e.g. Project Manager, Sr. Consultant, Consultant, DBA, etc.) in the format specified by the following table (RFP 10.2)

Name of application to be supported: ServiceNow		
Resource Type	On-Site Hourly Rate	Off-Site Hourly Rate (inclusive of Travel/Expenses)
Program Manager	Year 1 \$188.00 to \$300.00	Year 1 \$188.00 to \$300.00
	Year 2 \$194.00 to \$309.00	Year 2 \$194.00 to \$309.00
	Year 3 \$200.00 to \$318.00	Year 3 \$200.00 to \$318.00
	Year 4 \$206.00 to \$328.00	Year 4 \$206.00 to \$328.00
	Year 5 \$212.00 to \$338.00	Year 5 \$212.00 to \$338.00
Engagement Manager	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00
	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00
	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
Senior Advisor	Year 1 \$225.00 to \$360.00	Year 1 \$225.00 to \$360.00
	Year 2 \$232.00 to \$371.00	Year 2 \$232.00 to \$371.00
	Year 3 \$239.00 to \$382.00	Year 3 \$239.00 to \$382.00
	Year 4 \$246.00 to \$393.00	Year 4 \$246.00 to \$393.00
	Year 5 \$253.00 to \$405.00	Year 5 \$253.00 to \$405.00
Advisor	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00
	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00

	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
Solution Architect	Year 1 \$188.00 to \$300.00	Year 1 \$188.00 to \$300.00
	Year 2 \$194.00 to \$309.00	Year 2 \$194.00 to \$309.00
	Year 3 \$200.00 to \$318.00	Year 3 \$200.00 to \$318.00
	Year 4 \$206.00 to \$328.00	Year 4 \$206.00 to \$328.00
	Year 5 \$212.00 to \$338.00	Year 5 \$212.00 to \$338.00
Senior Platform Engineer	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00
	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00
	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
Platform Engineer	Year 1 \$146.00 to \$234.00	Year 1 \$146.00 to \$234.00
	Year 2 \$150.00 to \$241.00	Year 2 \$150.00 to \$241.00
	Year 3 \$155.00 to \$248.00	Year 3 \$155.00 to \$248.00
	Year 4 \$160.00 to \$255.00	Year 4 \$160.00 to \$255.00
	Year 5 \$165.00 to \$263.00	Year 5 \$165.00 to \$263.00
Senior Platform Engineer - Offshore	Year 1 \$94.00 to \$150.00	Year 1 \$94.00 to \$150.00
	Year 2 \$97.00 to \$155.00	Year 2 \$97.00 to \$155.00
	Year 3 \$100.00 to \$160.00	Year 3 \$100.00 to \$160.00
	Year 4 \$103.00 to \$165.00	Year 4 \$103.00 to \$165.00
	Year 5 \$106.00 to \$170.00	Year 5 \$106.00 to \$170.00
Platform Engineer - Offshore	Year 1 \$75.00 to \$120.00	Year 1 \$75.00 to \$120.00
	Year 2 \$77.00 to \$124.00	Year 2 \$77.00 to \$124.00
	Year 3 \$79.00 to \$128.00	Year 3 \$79.00 to \$128.00
	Year 4 \$81.00 to \$132.00	Year 4 \$81.00 to \$132.00
	Year 5 \$83.00 to \$136.00	Year 5 \$83.00 to \$136.00

1.B Project-Specific Services

Contractors proposing on the Project-Specific Services must specify hourly rates for project staff using the format specified in the following table (RFP 10.4)

Resource Type	On-Site Hourly Rate	Off-Site Hourly Rate (inclusive of Travel/Expenses)
Program Manager	Year 1 \$188.00 to \$300.00	Year 1 \$188.00 to \$300.00
	Year 2 \$194.00 to \$309.00	Year 2 \$194.00 to \$309.00
	Year 3 \$200.00 to \$318.00	Year 3 \$200.00 to \$318.00
	Year 4 \$206.00 to \$328.00	Year 4 \$206.00 to \$328.00
	Year 5 \$212.00 to \$338.00	Year 5 \$212.00 to \$338.00
Engagement Manager	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00

	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00
	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
Senior Advisor	Year 1 \$225.00 to \$360.00	Year 1 \$225.00 to \$360.00
	Year 2 \$232.00 to \$371.00	Year 2 \$232.00 to \$371.00
	Year 3 \$239.00 to \$382.00	Year 3 \$239.00 to \$382.00
	Year 4 \$246.00 to \$393.00	Year 4 \$246.00 to \$393.00
	Year 5 \$253.00 to \$405.00	Year 5 \$253.00 to \$405.00
Advisor	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00
	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00
	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
Solution Architect	Year 1 \$188.00 to \$300.00	Year 1 \$188.00 to \$300.00
	Year 2 \$194.00 to \$309.00	Year 2 \$194.00 to \$309.00
	Year 3 \$200.00 to \$318.00	Year 3 \$200.00 to \$318.00
	Year 4 \$206.00 to \$328.00	Year 4 \$206.00 to \$328.00
	Year 5 \$212.00 to \$338.00	Year 5 \$212.00 to \$338.00
Senior Platform Engineer	Year 1 \$169.00 to \$270.00	Year 1 \$169.00 to \$270.00
	Year 2 \$174.00 to \$278.00	Year 2 \$174.00 to \$278.00
	Year 3 \$179.00 to \$286.00	Year 3 \$179.00 to \$286.00
	Year 4 \$184.00 to \$295.00	Year 4 \$184.00 to \$295.00
	Year 5 \$190.00 to \$304.00	Year 5 \$190.00 to \$304.00
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	Year 2 \$150.00 to \$241.00	Year 2 \$150.00 to \$241.00
	Year 3 \$155.00 to \$248.00	Year 3 \$155.00 to \$248.00
	Year 4 \$160.00 to \$255.00	Year 4 \$160.00 to \$255.00
	Year 5 \$165.00 to \$263.00	Year 5 \$165.00 to \$263.00
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	Year 2 \$97.00 to \$155.00	Year 2 \$97.00 to \$155.00
	Year 3 \$100.00 to \$160.00	Year 3 \$100.00 to \$160.00
	Year 4 \$103.00 to \$165.00	Year 4 \$103.00 to \$165.00
	Year 5 \$106.00 to \$170.00	Year 5 \$106.00 to \$170.00
Platform Engineer - Offshore	Year 1 \$75.00 to \$120.00	Year 1 \$75.00 to \$120.00
	Year 2 \$77.00 to \$124.00	Year 2 \$77.00 to \$124.00
	Year 3 \$79.00 to \$128.00	Year 3 \$79.00 to \$128.00
	Year 4 \$81.00 to \$132.00	Year 4 \$81.00 to \$132.00
	Year 5 \$83.00 to \$136.00	Year 5 \$83.00 to \$136.00

Package and Options Selection

Package Level	Hrs / Month	Price/Hr Overage	Min. Commit Term	Max Hours / Request	Min. Commit Term Price	Annual Price	Included Options	Selection
Bronze	10	\$250	3 months	10	\$7,500	\$25,000	N/A	
Silver	20	\$200	3 months	20	\$11,250	\$40,000	N/A	
Gold	40	\$165	6 months	40	\$35,000	\$65,000	N/A	
Platinum	80	\$145	6 months	40	\$70,000	\$130,000	PG	
Diamond	80	\$125	12 months	40	\$165,000	\$165,000	PG, KPI	

Additional Options

Options	Features	Price	Selection
Strategic Compass (SC)	Includes a two (2) day on site workshop with executive stakeholders from [CUSTOMER]. The output from the workshop is an executive level visionary roadmap covering up to a 24 month period.	\$18,000	
Platform Governance (PG)	Includes a one (1) day on site workshop with the [CUSTOMER] ServiceNow platform team to establish a best practices based work intake and approval model to be utilized for the duration of this agreement.	\$10,000	
KPI/Process Review (KPI)	Review [CUSTOMER] processes and KPIs for up to five (5) currently live processes on [CUSTOMER] production instance.	\$25,000	

Definition of Package Features

Package Feature	Definition
Hrs / Month	Each offering includes an allowance of hours that can be utilized during the month. Once the hours have been expended any future requests would incur the Price/Hr Overage. E.G. if the Bronze offering is selected and customer requests 11 hours of service in the calendar month the customer would be invoiced for 1 hour of overage time at \$250.00/hr
Price / Hr Overage	Once a [CUSTOMER] monthly allowance of hours has been expended they will be invoiced the Price / Hr Overage for each hour worked. For P1 requests that overage would include the P1 hours multiplier
Min. Commit Term	The minimum number of months a customer can sign up for one of Cak's remote admin offerings
Max Hours / Request	Maximum hours per request ensures a request is able to be completed within the monthly allowance. Any request that is estimated to exceed the maximum hours can be addressed as a one off project under a separate SOW
Min. Commit Term Price	The minimum commit term price represents the minimum cost to [CUSTOMER] to subscribe to Cask's remote offering
Annual Price	The annual price represents the discount a [CUSTOMER] can expect should [CUSTOMER] commit to a 12 month contract
Included Options	Cask includes options in our top tier offerings that are offered at an additional cost to the [CUSTOMER]. These offerings are outlined in Additional Options
Selection	The Remote Admin Service and Optional add-ons that [CUSTOMER] has selected.

Pre-requisites

- [CUSTOMER] instance(s) will be reachable via the public internet, or via a software based VPN that [CUSTOMER] provides. *Hardware based vpn devices may cause onboarding delays.*
- [CUSTOMER] Instance is on a currently supported version of ServiceNow.

Onboarding

Upon receipt of this fully executed agreement Cask will begin the process of onboarding. Onboarding activities will include:

- [CUSTOMER] identification and registration of up to three (3) requestors authorized to submit requests to Cask under the terms of this agreement. These will be communicated in writing within seven (7) days of execution of this agreement.
- Cask to configure [CUSTOMER] access to the Cask Service Portal for the purposes of submitting remote admin requests
- [CUSTOMER] to provide and Cask to validate administrator access to [CUSTOMER] ServiceNow Developer Instance for the remote admin team
 - Access to additional [[CUSTOMER]] instances may be required to support desired update set promotion practices
- Providing and validating at least one (1) Cask resource with the Security Admin user role
- [CUSTOMER] to provide Cask with a list of all active out of box applications and all purchased applications
- Identification of any custom application(s) with a description of their purpose and high level architecture.

Roll-over Hours

If [CUSTOMER] does not utilize all available hours for the month, the hours will be “Rolled Over” and added to the following month’s allotment of hours. Roll-over hours are only valid for the term of the agreement and may not be carried over into a new agreement or a renewal of an agreement.

Service Level Agreements

Package Level	P1	P1 Multiplier*	P2-P4
Bronze	1 Hour Response, Monday - Friday 8:00 AM - 8:00 PM PT	2X	8 Hour Response Monday - Friday 8:00 - 4:00 PT
Silver	1 Hour Response, Monday - Friday 8:00 AM - 8:00 PM PT	2X	8 Hour Response Monday - Friday 8:00 - 4:00 PT
Gold	1 Hour Response, Monday - Friday 8:00 AM - 8:00 PM PT	2X	8 Hour Response Monday - Friday 8:00 - 4:00 PT
Platinum	1 Hour Response, Monday - Friday 8:00 AM - 8:00 PM PT	1.5X	4 Hour Response Monday - Friday 8:00 AM - 8:00 PM PT
Diamond	1 Hour Response 24X7	1.5X	4 Hour Response Monday - Friday

			8:00 AM - 8:00 PM PT
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**P1 Multiplier: All P1 requests will have an hourly multiplier applied to accommodate the increase in severity and impact on Cask availability.*

Upgrading your Package Level

[CUSTOMER] has the option to upgrade their package level by written notice of intent to upgrade thirty (30) days prior to Cask. Upon Cask's receipt of notice to upgrade, the new package level will take effect on the first (1st) day of the following month. The difference between the original package level and the upgraded package level will be invoiced on the effective date of upgrade.

Invoicing and Payment

Upon execution of this agreement, Cask will provide an invoice for the full duration of the agreed services. [CUSTOMER] will be invoiced monthly in arrears on a time and materials basis for any overage. [CUSTOMER] will be solely responsible for payment to Cask for the services performed within thirty (30) days of Cask invoice. Invoices not paid within sixty (60) days of due date shall thereafter that bear monthly service charges at a rate of 1.5% per month on the unpaid balance until paid in full.

Term and Termination

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND NON-REFUNDABLE. The order is for the entire subscription term and is undividable: (i) fees are payable in United States dollars, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) all Services shall be deemed accepted upon delivery, and (iv) the Package Level purchased cannot be decreased during the relevant Service Term. Notwithstanding anything to the contrary in the parties' other agreements, Cask may use offshore resources to fulfill its obligations under this Agreement.

If [CUSTOMER] fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (i) Cask reserves the right to suspend the Service Term upon thirty (30) days notice, until such amounts are paid in full.

If this Service Agreement is terminated by either party, then [CUSTOMER] shall pay to Cask, within thirty (30) days after the effective date of termination, fees for the terminated Service Agreement that would have been payable for the remainder of the Service Term after the effective date of termination. In no event shall any termination relieve [CUSTOMER] of the obligation to pay all fees payable to Cask for the period prior to the effective date of termination.

Selected Offerings

Item	Term (mos)	Service Term Start Date	Service Term End Date	Total
Total				

EXHIBIT "C"

City's Representative:

Behrang Abadi

(562) 570-6543

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Elizabeth Mikos

Account Executive

(858) 413-7236