

0220-00540-1715

TRANSMITTAL

TO The City Council		DATE 04/23/2025	COUNCIL FILE NO.
FROM The Mayor			COUNCIL DISTRICT Citywide

**Proposed Contract with Exygy, Inc. for professional services
related to the Affordable and Accessible Housing Registry**

Transmitted for your consideration.
See the City Administrative Officer report attached.

MAYOR

(Carolyn Webb de Macias for)

MWS:CV:02250081c

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 04-23-25	C.D. No. --	CAO File No.: 0220-00540-1721
Contracting Department/Bureau: Los Angeles Housing Department		Contact: Christine Weiskirch (213) 436-5993	
Reference: Los Angeles Housing Department transmittal dated April 11, 2025; Received by the City Administrative Officer on April 11, 2025; Additional information received through April 17, 2025.			
Purpose of Contract: To create online search system for all available affordable and accessible housing units in the City.			
Type of Contract: (x) New contract () Amendment, Contract No.		Contract Term Dates: Three years from June 1, 2025 through May 31, 2028	
Contract/Amendment Amount: \$2,364,000			
Proposed amount \$ 2,364,000+ Prior award(s) \$ 0 = Total \$2,364,000			
Source of funds: Accessible Housing Fund No. 10D and SB2 Permanent Local Housing Allocation Fund No.64R			
Name of Contractor: Exygy, Inc.			
Address: 548 Market Street #59930 San Francisco, CA 94104			
	Yes	No	N/A
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:	Yes	No	N/A
8. Business Inclusion Program	x		
9. Equal Benefits & First Source Hiring Ordinances	x		
10. Contractor Responsibility Ordinance	x		
11. Disclosure Ordinances	x		
12. Bidder Certification CEC Form 50	x		
13. Prohibited Contributors (Bidders) CEC Form 55	x		
14. California Iran Contracting Act of 2010	x		

RECOMMENDATIONS

1. That the Mayor authorize the General Manager of the Los Angeles Housing Department (LAHD), or designee, to execute a new agreement with Exygy, Inc., to develop the Comprehensive Housing Search and Application System for the Affordable and Accessible Housing Registry (AAHR), in an amount not to exceed \$2,364,000 for a three-year term effective on or about June 1, 2025, in substantial conformance with the attached agreement, subject to the review and approval of the City Attorney as to form, funding availability, and contractor's continuing compliance with applicable federal, State, and local government legislation; and,
2. That the Council, subject to the approval of the Mayor,
 - a. Request the City Controller to increase/decrease the accounts within the SB 2 Permanent Local Housing Allocation Fund No. 64R as follows:

CV	Analyst	0225103	for City Administrative Officer		

Account No.	Account Name	Amount
43W143	Los Angeles Housing Department	\$ (453,817)
43W244	Administrative Reserve	\$ (102,920)
43A244	Administrative Reserve	\$(204,895)
	Total	\$(761,632)
43W900	Contract Programming - System upgrades	\$556,737
43A900	Contract Programming - System upgrades	\$204,895
	Total	\$761,632

- b. Authorize the LAHD General Manager to prepare Controller instructions and any technical adjustments consistent with the Mayor and Council actions related to this matter, subject to the approval of the City Administrative Officer.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute a professional services agreement with Exygy, Inc., (Contractor) to develop a housing search application system for the Affordable and Accessible Housing Registry (AAHR). The proposed maximum compensation is \$2,364,000 and the proposed term is three years effective on or about June 1, 2025 and ending on May 31, 2028. Funding for the proposed agreement will be provided by the Accessible Housing Fund No. 10D and SB2 Permanent Local Housing Fund No. 64R. The LAHD 2024-25 Adopted Budget includes funding to support the first year of the proposed agreement. The LAHD will request funding for the subsequent years through the annual budget process.

On October 30, 2024, the LAHD released a Request for Proposals (RFP) to solicit qualified experts to create a centralized, comprehensive, multilingual online search system for all available affordable and accessible housing units in the City of Los Angeles (City). The LAHD received 11 qualified proposals in response to the RFP by the December 4, 2024 deadline. The LAHD selected the Contractor based on an evaluation score of 92.5, the highest score among the 11 proposers.

The proposed agreement is necessary to assist LAHD in responding to the affordable housing crisis by developing a system to be a centralized, user-friendly, and multilingual online platform for searching and applying for affordable and accessible housing. The Contractor will integrate the new system with LAHD existing information technology systems and database.

To the best of this Office's knowledge, the Contractor has complied with all applicable City procedures and contracting policies.

FISCAL IMPACT STATEMENT

Funding for the proposed agreement will be provided by the Accessible Housing Fund No. 10D and SB2 Permanent Local Housing Fund No. 64R. The Los Angeles Housing Department 2024-25 adopted budget for the Accessible Housing Program includes \$420,368 for contract programming and systems upgrades, and \$761,632 from SB2 allocation. Funding for future years is subject to approval by the Mayor and Council through the annual budget process. The City's financial obligation will be limited to funds appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report complies with the City's Financial Policies in that current operations will be funded by current revenues.

MWS:CV:02250103c

Attachments

City of Los Angeles

Tiena Johnson Hall, General Manager
Tricia Keane, Executive Officer

Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager
Craig Arceneaux, Acting Assistant General Manager



Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd, Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

housing.lacity.gov

April 11, 2025

Council File: New
Council Districts: Citywide
Contact Persons: Christine Weiskirch (213) 436-5993
Eric Kim (213) 709-5115

Honorable Karen Bass,
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Thomas Arechiga, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A CONTRACT WITH EXYGY, INC. TO DEVELOP THE COMPREHENSIVE HOUSING SEARCH AND APPLICATION SYSTEM FOR THE AFFORDABLE AND ACCESSIBLE HOUSING REGISTRY

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to execute a three-year contract with Exygy, Inc., selected through a Request for Proposals (RFP), to develop the Comprehensive Housing Search and Application System for the Affordable and Accessible Housing Registry (AAHR).

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of the Los Angeles Housing Department (LAHD), or designee, to execute a contract with Exygy, Inc., for a three-year period commencing on or about June 1, 2025, and expiring on May 31, 2028, for an amount not to exceed \$2,364,000, subject to the following: (a) availability of funds; (b) contractor's continuing compliance with applicable federal, state, and local government legislation; (c) satisfactory contractor performance; and (d) approval of the City Attorney as to form, in substantial conformance to the draft document attached (see Attachment A);

- B. AUTHORIZE the City Controller to increase/decrease the accounts within the SB 2 Permanent Local Housing Allocation Fund No. 64R as follows:

Account Number	Account Name	Amount
43W143	Los Angeles Housing Department	\$ (453,817)
43W244	Administrative Reserve	\$ (102,920)
43A244	Administrative Reserve	\$(204,895)
	Subtotal:	\$(761,632)
43W900	Contract Programming - System upgrades	\$556,737
43A900	Contract Programming - System upgrades	\$204,895
	Subtotal:	\$761,632
	Total:	\$0.00

- C. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council actions, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

BACKGROUND

On October 30, 2024, LAHD released an RFP to solicit proposals from qualified firms to create a centralized, comprehensive, multilingual online search system for all available affordable and accessible housing units in the City of Los Angeles (City) based on applicant needs, preferences, and qualifications. This RFP is in response to a motion introduced by Councilmembers Nithya Raman and Marqueece Harris-Dawson (C.F. No. 23-0426) to implement this system. The RFP was released through the Regional Alliance Marketplace for Procurement (RAMP) to access contracting opportunities from Regional Partners. The posting can be located here: <https://www.rampla.org/s/opportunity-details?id=006Ql00000Eelxp>. Posting on RAMP ensured that the opportunity to participate was made available to a wide pool of applicants. To be eligible for consideration, proposers were required to be qualified to conduct business in California and be in good standing with applicable regulatory oversight agencies. The RFP required that all proposers possess a minimum of three (3) years of direct and/or related experience in administering part or all of the services solicited. A mandatory proposers' conference was held on November 13, 2024, and proposals were due by December 4, 2024.

Prior to the proposal submission deadline, LAHD established two evaluator teams to objectively review proposal submissions. The evaluator teams were composed of members of LAHD's Accessible Housing Program Division, Asset Management Division, and Systems Division.

RFP Results

LAHD received 12 proposals in response to the RFP, all of which underwent an initial threshold review to determine if the minimum eligibility requirements and City contracting requirements had been met. As a result of the threshold review, one proposal was found to be ineligible for further evaluation and the proposer was notified accordingly.

Each eligible proposal was evaluated and scored based on its responsiveness to the RFP in accordance with the criteria described in Table 1 below.

TABLE 1: EVALUATION CRITERIA		
Item	Evaluation Criteria	Points
1	<u>DEMONSTRATED ABILITY</u> Quality and depth of the proposer's experience and expertise as it relates to the services for which the contractor is applying: training of assigned personnel, including education and certifications; work experience with the City of Los Angeles, other government agencies and private contract activities; description of services; references; and other items as outlined in the Proposal Package section of the RFP.	25
2	<u>DEMONSTRATED CAPACITY</u> Proposer's capacity to provide the required services, including: assigned program staff size, staff job descriptions, program staffing capabilities and resumes, major accomplishments, work plan, methodology and procedures, knowledge of applicable regulations, capacity to complete citywide projects within a reasonable amount of time, and other items as outlined in the Proposal Package section of this RFP.	20
3	<u>PROGRAM DESIGN</u> The proposer's detailed approach to delivering the required web application development services, including the design methodology, development framework, data integration methodology and plan, as well as strategies for implementation, testing, deployment, and project management.	30
4	<u>COST REASONABLENESS</u> The reasonableness and appropriateness of the proposed costs in relation to all other proposals.	25
TOTAL POINTS		100
5	Local Business Preference Program	Up to 12 points
TOTAL POINTS POSSIBLE		112

The above scoring process resulted in two top proposals scoring 90 or more points, with one proposal scoring higher than the other. The evaluator rankings were communicated to a core team of staff to make a final recommendation between the top two proposals. After careful consideration, the core team recommended selecting the top-scoring vendor, Exygy, Inc.

Appeals Process

On February 12, 2025, LAHD notified all proposers of the results of the proposal evaluations and whether or not they would be recommended for funding, based on the evaluation of their proposals. Proposers were informed of their rights to file an appeal by submitting a letter to LAHD within five business days of receiving notification of the RFP results. No appeal requests were received by the deadline.

Contract Term

The proposed vendor contract is for a term of three (3) years commencing on or about June 1, 2025, through May 31, 2028, for an amount not to exceed \$2,364,000.

Proposed System to Be Provided by the Contractor

The proposed system will be a centralized, user-friendly, and multilingual online platform for searching and applying for affordable and accessible housing in Los Angeles. It will serve the general public, individuals with disabilities, property owners and managers, LAHD staff, and partner organizations, providing customized interfaces for each user group. The platform will integrate seamlessly with LAHD's existing Information Technology systems and databases.

Key features of the system will include:

- A scalable and comprehensive housing database that remains up to date and includes rental units in City-supported housing programs, 100% affordable projects, and other projects with affordable and accessible units.
- User-centric design that prioritizes ease of use, allowing applicants to quickly search, understand eligibility criteria, and join waiting lists or lotteries for affordable and accessible housing units.
- Multilingual support to ensure inclusivity and accessibility for users from diverse linguistic backgrounds.
- A streamlined application and listing process with clear, step-by-step guidance for both home seekers and property owners or managers, making it simple to list properties and submit or manage applications.
- Accessibility compliance as a core principle, with all web interfaces, documents, and mobile components meeting WCAG 2.2 AA standards and Section 508 requirements. The system will be fully compatible with assistive technologies such as screen readers, keyboard navigation, and voice control tools.

- Robust data and reporting capabilities that support data-driven decision-making for LAHD and its partners. A long-term maintenance and update plan will ensure the platform remains reliable, accurate, and sustainable over time.

Contract Funding

Exygy, Inc.'s proposal includes 3 phases with a total cost of \$2,364,000 (see Exhibit 1 – Fee Schedule below).

Exhibit 1 – Fee Schedule

<u>Milestone</u>	<u>Description</u>	<u>Cost</u>
Phase 1 - Initial Launch (9 months)	Project Kickoff, Initial Discovery, Platform Set Up and Initial Customizations for an MVP Launch	
	3 months - Kickoff, Discovery, Infrastructure	\$295,500
	3 months - Foundation	\$295,500
	3 months - Initial Customizations to Launch	\$295,500
<i>Phase 1 Costs</i>		<i>\$886,500</i>
Phase 2 - Additive Features (9 months)	Additive Feature Level Epics including Agile Discovery, Design, Development as well as Technical Support & Maintenance, Stakeholder Facilitation	
	3 months - Angeleno Integration	\$295,500
	3 months - Home Ownership	\$295,500
	3 months - Data Integrations and Reporting	\$295,500
<i>Phase 2 Costs</i>		<i>\$886,500</i>
Phase 3 - Iterative Improvements and Maintenance Planning (6 months)	Iterative product improvements across portal experiences and long term maintenance and sustainability planning	\$591,000
<i>Phase 3 Costs</i>		<i>\$591,000</i>
Total Deliverable Costs		\$2,364,000

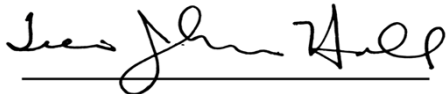
*** These are costs broken down by anticipated costs for each deliverable milestone captured in 3 phases. It is a factor of personnel costs needed to deliver each milestone. Other Expenses are not used.*

FISCAL IMPACT

There is no impact to the General Fund through the actions recommended in this report. For Year 1, funding to pay the contractor for the first year development costs of \$1,182,000 will be a combined allocation of \$420,368 in Accessible Housing Fund Account (AcHP) 10D funds and \$761,632 in SB2 Permanent Local Housing

Allocation 64R funds from Account Nos. 43W900 and 43A900. Funding for Fiscal Year 2026-2027 for Phase 2 and Phase 3 development costs of \$1,182,000 will be requested through the annual budget process.

Approved By:

A handwritten signature in black ink, appearing to read "Tiena Johnson Hall", is written over a horizontal line.

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - Exygy draft

PROFESSIONAL SERVICES AGREEMENT

Contractor: Exygy, Inc.

Title: Comprehensive Housing Search and Application System for the
Affordable and Accessible Housing Registry

Said Agreement is Number _____ of City Contracts

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Exygy, Inc.

Affordable and Accessible Housing Registry

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Exhibit C	Professional Fee Schedule

AGREEMENT NUMBER ____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
EXYGY, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Exygy, Inc. (“Contractor”), a California for profit corporation.

W I T N E S S E T H

WHEREAS, the Los Angeles Housing Department (“LAHD”), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

WHEREAS, the City cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project which is the subject of this agreement, hereinafter called the “Agreement,” has been established by the City as one of the above-described programs, and has been funded in the LAHD budget with eligible administered funds which have been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, on October 30, 2024, the City released a Request for Proposals (RFP) to select a contractor to provide a comprehensive housing search and application system for the affordable and accessible housing registry (hereinafter, the “Services”), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number ##-#### approved by City Council on Month Day, 2025 and concurred by the Mayor on Month Day, 2025) which authorizes the General Manager of LAHD to prepare and execute the Agreement.

[Remainder of page left intentionally blank]

NOW, THEREFORE, the City and the Contractor agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Exygy, Inc., a California for profit corporation, having its principal office at 548 Market Street #59930, San Francisco, California 94104.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Tiena Johnson Hall, General Manager
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

With copies to:

Tricia Keane, Executive Officer
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

Magdalina Zakaryan, Director, Asset Management Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

Kim Ly, Director, Systems Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

2. The representative of the Contractor shall be:

Antonella Guidoccio, Senior Director of Product for Bloom Housing
Exygy, Inc.
548 Market Street #59930
San Francisco, CA 94104
antonella.guidoccio@exygy.com
(415) 992-7251 x201

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance in accordance with §423 of this Agreement and as detailed in Exhibit A which is made a part hereof.
- B. Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428 of this Agreement attached hereto as Exhibit B which is made a part hereof.
- C. Certification of Compliance with the City's Slavery Disclosure Ordinance in accordance with §433 of this Agreement, First Source Hiring Ordinance in accordance with §434 of this Agreement, Local Business Preference Ordinance in accordance with §435 of this Agreement, and Disclosure of Border Wall Contracting Ordinance in accordance with §446 of this Agreement, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.
- D. Contractor was provided with a copy of LAHD Directive Number FY12-0001 in accordance with §445.B.1. of this Agreement and agrees to abide therewith.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **June 1, 2025** and end **May 31, 2028** ("Agreement Term"). Said Agreement Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of

the documents identified in §103 above, and the insurance requirements as forth below in this Agreement.

§202. Services to be Provided by the Contractor

The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Overview

This Statement of Work (SOW) defines the scope of services and deliverables to be provided by the selected vendor for the design, development, and implementation of a comprehensive, multilingual online housing search and application system that meets WCAG 2.2 and Section 508 of the Rehabilitation Act of 1973 requirements. The City currently has an online Affordable and Accessible Housing Registry (AAHR) that contains data on 2,621 residential properties monitored by the City. It needs significant improvements in its user interface and in several other areas. Therefore, the primary goal of this project is to create a robust, user-centric platform that enables residents of the City of Los Angeles to seamlessly search for and apply to affordable and accessible housing options tailored to their individual needs, preferences, and eligibility criteria.

Strategic Importance: The development of this online housing system is a key component of LAHD's broader strategy to modernize its services and improve the quality of life for the City's residents. This initiative aligns with the City's commitment to digital transformation, ensuring that public services are more accessible, efficient, and responsive to the diverse needs of the community. By integrating this system with the existing LAHD infrastructure, we aim to create a seamless experience for both residents and housing providers, fostering greater trust and engagement.

Contractor Role: The Contractor shall be responsible for delivering a comprehensive solution that meets the highest standards of quality, security, and accessibility. This includes conducting thorough research, collaborating closely with LAHD stakeholders, and ensuring the platform is fully integrated with the existing LAHD Information Technology (IT) ecosystem. The success of this project will be measured not only by the technical soundness of the solution but also by its ability to meet the specific needs of City residents and stakeholders effectively.

In summary, this SOW outlines a collaborative effort between LAHD and the Contractor to develop a state-of-the-art online housing information system that will serve as a vital resource for the City's ongoing efforts to provide equitable housing opportunities for all residents.

B. Project Objectives

1. Develop Affordable and Accessible Housing System:

- a. Create a centralized, comprehensive, accessible and multilingual online housing search and application system.
- b. Provide a user-friendly platform for the general public and people with disabilities seeking housing.
- c. Develop a user-friendly platform for property owners, managers, and partners.
- d. Create a user-friendly platform for LAHD staff.
- e. Develop a listing system for for-sale homes.
- f. Integrate with the current LAHD IT ecosystem, including databases and services.

2. Comprehensive Housing Database:

- a. Develop an up-to-date housing database inclusive of City-supported housing programs, covering both 100% affordable and mixed-income projects, and both rental and for-sale homes.
- b. Ensure users have access to a wide range of housing options based on their needs and eligibility.
- c. Provide the ability to filter for projects covered by the City's accessibility-related settlement agreement (<https://housing2.lacity.org/housing/settlement-agreement-and-voluntary-compliance-agreement>) so that people with disabilities will be able to easily identify properties having units designed to meet the needs of people with mobility disabilities and those with hearing/vision disabilities.

3. User-Centric Design:

- a. Implement a user-centric design approach for an intuitive platform.
- b. Prioritize user experience, making it easy for applicants to search, understand criteria, and be able to join waiting lists or lotteries for affordable and accessible housing units.

4. Multilingual Support:

- a. Ensure inclusivity and accessibility for diverse linguistic backgrounds.
- b. Provide translations for the most commonly-spoken languages in the City using human translations as much as possible over automated options to ensure the highest quality and accuracy. Key languages to consider include English, Spanish, Korean, Armenian, Chinese, and Filipino/Tagalog.

5. Efficient Application Process:

- a. Allow users to submit pre-applications for housing online.
- b. Streamline the process and offer clear steps for both home seekers and property owners/managers.
- c. Allow for seamless transfer of pre-applications submitted on the registry to property managers for review and tenant selection.

6. Transparency and Notifications:

- a. Keep users informed of new/initial project lease-up and vacated units through regular, customizable updates and notifications.
- b. Maintain user trust and manage expectations in the housing application process.

7. Accessibility Compliance:

- a. Ensure full compliance with WCAG 2.2 and Section 508 of the Rehabilitation Act of 1973.
- b. Web Accessibility:
 - (1) All web interfaces must meet WCAG 2.2 AA standards, ensuring compatibility with assistive technologies such as screen readers, keyboard navigation, and voice recognition tools.
- c. Document Accessibility:
 - (1) All system-generated and uploaded documents (e.g., PDFs, Word documents) must adhere to accessibility standards, ensuring compatibility with assistive technologies and readability for all users. Documents should undergo accessibility checks before publication.
- d. Mobile Accessibility:
 - (1) Mobile interfaces and applications must comply with WCAG 2.2 standards to ensure seamless access on a variety of devices, including smartphones and tablets.

8. Support and Training:

- a. Develop comprehensive online and off-line customer support.
- b. Develop training materials and FAQs for staff and end-users to facilitate system adoption.
- c. Provide training and onboarding of City IT team to be able to run the platform
- d. Provide training and onboarding of City Accessible Housing and Occupancy Monitoring staff to be able to provide assistance to property managers and others using the housing website.

9. Data-Driven Decision-Making:

- a. Generate reports and insights from system data for informed decision-making by LAHD and other stakeholders.

10. Long-Term Maintenance Plan:

- a. Develop and implement a plan for system maintenance and sustainability, including regular updates and listing accuracy.

C. Scope of Services:

This section outlines the scope of services required of the Contractor for the successful implementation of the Comprehensive, Multilingual, Accessible Online Housing

Search and Application System. This system aims to provide a user-centric, accessible platform for Los Angeles residents to explore and apply for affordable and accessible housing options tailored to their unique needs, preferences, and qualifications.

To ensure the success of this project, the Contractor shall deliver a comprehensive range of services, custom-tailored for the City. The primary objective is to create an intuitive and accessible platform that enables City residents to effortlessly search for affordable housing units that align with their unique needs, preferences, and eligibility criteria. To achieve this, the Contractor should provide a full suite of services and deliverables, including:

1. Project Management Services:

- a. The Contractor shall provide comprehensive project management services, including planning, resource allocation, risk and issue management, communication, stakeholder engagement, quality assurance, budget management, change management, compliance, training, performance monitoring, post-implementation support, and project closure.

2. Initial Discovery and Research:

- a. Establish a comprehensive understanding of relevant policies and programs.
- b. Assess existing technical infrastructure and integration opportunities.
- c. Conduct stakeholder and user research.
- d. Collaborate with governance bodies and advisory groups.
- e. Analyze existing data models and plan for data migration.
- f. Evaluate existing data sources and systems.
- g. Explore options for data integration and ingestion.
- h. A site map for the current Affordable and Accessible Housing website is available at the following link:
<https://lahousing.lacity.org/AAHR/ComCon/Tab/RenderTab?tabName=Site%20Map>

3. Technical Discovery

- a. Architecture Design
 - (1) Collaboratively design the technical architecture of the online housing search and application system.
 - (2) Define components, databases, and server configurations.
- b. Technical Requirements Gathering
 - (1) Collect and document detailed technical requirements, including databases, APIs, and integrations.
 - (2) Identify data storage and processing needs.
- c. Technology Stack Selection
 - (1) Select the appropriate technology stack for web application development.
 - (2) Choose programming languages, frameworks, and libraries.
- d. Approved Technology Stack

- (1) Frontend Frameworks and Libraries:
 - e. React, Next.js, Vue.js, Tailwind CSS, Razor, JavaScript, jQuery
 - (1) Programming Languages:
 - f. TypeScript, C#
 - (1) Backend Platforms:
 - g. Node.js, NestJS, .NET Core
 - (1) Database Systems:
 - h. PostgreSQL, MS SQL
 - (1) Solutions integrating Salesforce or ServiceNow must complement the approved technologies listed above.
 - i. Data Integration Strategy
 - (1) Plan and implement data integration strategies to ensure seamless data flow between system components.
 - (2) Consider data synchronization and real-time updates.
- 4. Delivery: Product, Design, and Build:
 - a. Product Roadmap:
 - (1) Develop and update a product roadmap.
 - (2) Prioritize product outcomes and features.
 - b. Visual Language:
 - (1) Apply LAHD's visual style guide to design elements.
 - c. UX/UI Design:
 - (1) Create wireframes, high-fidelity mockups, and design components.
 - (2) Incorporate user experience and interaction design.
 - (3) Front-End Development:
 - (a) Develop the user interface (UI) and user experience (UX) components of the web application, including type-specific filters (covered and not covered).
 - (b) Implement responsive design for various devices and browsers.
 - d. Back-End Development:
 - (1) Build the server-side logic, database architecture, and APIs.
 - e. User Research:
 - (1) Organize group discussions with users to encourage interactive feedback and uncover common themes.
 - (2) Understand user goals, needs, and behaviors.
 - f. User Testing & Validation:
 - (1) Validate design direction and new features through user testing sessions, including accessibility testing.
 - (2) Gather feedback to ensure user-friendliness.
 - g. Agile Development:
 - (1) Build platform features iteratively.
 - (2) Provide updates, demos, and issue management.
 - h. 3rd Party Integrations:
 - (1) Integrate with other applications and programs as needed.
 - (2) Develop custom imports, exports, and API integrations.
 - i. Hosting & Security Updates:

- (1) Ensure server uptime and provide support.
 - (2) Perform regular updates and maintenance.
 - j. Translation Management:
 - (1) Assist with translation options.
 - (2) Manage translation processes.
 - k. Accessibility:
 - (1) Engage accessibility experts for continuous testing and improvements.
 - (2) Ensure an inclusive user experience.
 - l. User Support & Maintenance:
 - (1) Provide technical support to end-users.
 - (2) Address issues and recommend product enhancements.
 - m. Platform Installation in LAHD Environment:
 - (1) Collaborate with the LAHD systems team to set up the development environment from the outset of the initial agile iteration.
 - (2) Ensure timely access for the LAHD systems team to the source repository during the initial agile iteration.
 - n. All solutions must be deployable within the City's AWS environment, Salesforce environment, or ServiceNow environment, ensuring compliance with infrastructure policies and maintaining full ownership and control. Hosting services may include:
 - (1) Amazon EC2: For web application and database server hosting.
 - (2) Amazon RDS: For PostgreSQL or MS SQL Server database management.
 - (3) AWS API Gateway and Lambda: For serverless API management and processing.
 - o. If the Contractor proposes using an existing SaaS or COTS product built with technologies approved by the City, the Contractor must transfer the solution to the City-owned AWS, Salesforce, or ServiceNow accounts.
5. Testing and Quality Assurance:
- a. Perform comprehensive testing, including unit testing, integration testing, and user acceptance testing.
 - b. Address bugs, issues, and glitches promptly.
 - c. Ensure cross-browser compatibility and responsiveness.
6. Stakeholder Engagement:
- a. Housing Strategy:
 - (1) Facilitate alignment on LAHD goals and develop awareness of existing housing policies.
 - (2) Translate policy requirements into design and technical needs.
 - b. Data & Reporting:
 - (1) Provide data to facilitate system improvement and housing policy or procedure decisions.
 - c. Listing Management:
 - (1) Onboard developers and property managers.
 - (2) Provide ongoing training materials.

d. Stakeholder Management:

- (1) Engage various stakeholders, including landlords, property managers, developers, and housing authorities.
- (2) Offer stakeholder facilitation and management.

e. Steering Committee:

- (1) Form a Steering Committee of City staff to collect perspectives and make decisions.

f. Leadership roles, business analysts, and development team leads must be available during PST business hours (7:00 AM to 5:00 PM) for effective collaboration. The entire project team must also be available during the first half of business hours (7:00 AM to 12:00 PM PST) to ensure timely communication and progress tracking.

7. Sustainability Strategy:

a. Training:

- (1) Train developers, property managers, and jurisdiction staff.
- (2) Provide guidelines for issue resolution.

b. Documentation:

- (1) Document knowledge and components.
- (2) Update materials as needed.

c. Sustainability Strategy:

- (1) Explore sustainability models for the platform.

8. Deployment to LAHD Environment Support

- a. Assist in deploying the system's solution to LAHD's development, test, staging, and production environments.
- b. Transfer solution source codes to LAHD's Repository.
- c. Provide assistance in resolving deployment issues.
- d. Facilitate knowledge transfer on the system's architecture and configuration to LAHD's system support team.

9. System Integration and Data Migration

- a. Collaborate with LAHD systems to implement and integrate APIs with existing LAHD services, including LA City Angelino Account, LAHD Identity Management System, and document management systems.
- b. Work with the LAHD systems team for data synchronization.
- c. All sensitive data must remain secure within the City's network. For development purposes, masked (anonymized) data or database schemas will be securely provided to maintain confidentiality and compliance with City policies.
- d. The solution must integrate seamlessly with existing LAHD systems, which include:

- (1) MS SQL Server 2019 Database: Managing affordable and accessible housing data, such as property listings, development projects, property owners, property managers, and tenant details.
 - (2) Existing Reporting Tools: Integration with SSRS, Power BI, and ArcGIS mapping to enable consistent reporting and data visualization.
 - (3) Identity Services: Integration with Angelino Account and LAHD's custom-built Identity Service for secure authentication and authorization.
 - (4) Document Management API: Handling file types like PDFs, Word documents, and image files to ensure smooth uploads, downloads, and management.
- e. The solution must support robust data integration approaches to ensure seamless interoperability with existing systems, particularly for property and project-related data. These approaches must include:
- (1) Initial Data Export: An initial large-scale data export (data dump) must be planned and executed to ensure the existing property listings, development project details, and other critical data are fully migrated or synchronized with the new system. This step is essential to establish a comprehensive and consistent dataset at the project's outset.
 - (2) Batch and Regular Synchronization: Utilizing ETL processes to periodically synchronize critical data, such as updates to property listings, project details, reporting data, or archived records. This approach ensures consistency across systems while optimizing performance for high-volume operations.
 - (3) Real-Time Synchronization: Employing APIs to handle time-sensitive updates, including user interactions, system notifications, document uploads, or changes to property and project-related data. Real-time synchronization ensures immediate data availability for enhanced system responsiveness and user experience.
- f. The primary goals of integration are to enable accurate reporting, maintain data consistency across systems, and support both periodic and real-time updates to ensure operational efficiency.

10. Performance Requirements

- a. Page Load Times:
 - (1) All public-facing pages must load within 2-3 seconds on desktop devices and 3-5 seconds on mobile devices under normal conditions. (e.g., typical user bandwidth and device capabilities).
- b. Performance Testing:
 - (1) The Contractor must conduct comprehensive performance testing using industry-standard tools, such as Google PageSpeed Insights, Lighthouse, or GTmetrix, to verify compliance with the stated page load time requirements. Test results must be documented and included in the deliverables.

D. Summary of Deliverables

The Contractor shall be responsible for delivering the following components and services as part of the redesign and system integration of the Affordable and Accessible Housing Registry (AAHR) website:

1. Redesigned Web-Based Platform

- a. The Contractor shall design, develop, and deploy a modernized, user-centric web-based platform for the AAHR. The platform shall support both desktop and mobile access, be compliant with Web Content Accessibility Guidelines (WCAG) 2.2 and Section 508 of the Rehabilitation Act of 1973, and provide an intuitive interface for residents, property owners, and LAHD staff.

2. System Integration with Existing LAHD Infrastructure

- a. The Contractor shall ensure full integration of the new platform with existing LAHD systems, including but not limited to databases, authentication services, and internal workflows. All integration work shall preserve data integrity and operational continuity.

3. For-Sale Homes Listing Functionality

- a. The Contractor shall develop and implement a new module to enable listing and browsing of for-sale homes in addition to existing rental listings. This module shall be fully integrated into the core platform and accessible through the same search and application workflows.

4. Eligibility-Based Search Capability

- a. The Contractor shall implement advanced search functionality that allows users to filter housing listings based on eligibility criteria, including but not limited to household income, accessibility needs, household size, and other factors as defined by LAHD. Eligibility criteria shall be configurable to allow for future updates.

5. Administrative Tools for Housing Providers

- a. The Contractor shall deliver a suite of tools for property owners and managers to create, edit, and manage housing listings; review pre-applications; and communicate with potential applicants. These tools shall include secure access controls and activity logs for administrative oversight.

6. Multilingual Content and User Interface Support

- a. The Contractor shall implement multilingual support for the platform, including professionally translated content for English, Spanish, Korean, Armenian,

Chinese, and Filipino/Tagalog. The multilingual features shall be implemented in compliance with applicable accessibility standards and shall prioritize human translation over automated tools where feasible.

7. Pre-Application Submission Workflow

- a. The Contractor shall design and implement a streamlined pre-application submission process that is secure, accessible, and user-friendly. The workflow shall include application status tracking for users and tools for LAHD and housing providers to manage and respond to submissions. A notification system shall be implemented to provide timely updates to users.

8. Hosting, Deployment, and Environment Setup

- a. The Contractor shall provide a deployment plan aligned with LAHD's infrastructure and cloud strategy, including the setup of development, staging, and production environments. The deployment shall include versioning, rollback procedures, and secure configuration management.

9. Documentation and Training Materials

- a. The Contractor shall develop and deliver comprehensive documentation including system architecture, user manuals, administrative guides, and configuration instructions. The Vendor shall also provide training materials and conduct training sessions for LAHD personnel and designated users.

10. Project Management and Status Reporting

- a. The Contractor shall provide a detailed project schedule including milestones, deliverables, and deadlines. The Vendor shall participate in regular project meetings and submit written bi-weekly status reports to LAHD, detailing progress, issues, and any changes to the project scope or schedule.

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **TWO MILLION THREE HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$2,364,000)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all funds will be expended.

- B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall:
 - a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall

be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

In any action arising out of this Contract, the Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§403. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of §405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of §403.

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist

acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as “Force Majeure Events”).

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform timely. As used in this Contract, the term “Subcontractor” means a subcontractor at any tier.

In the event the Contractor’s delay or failure to perform arises out of a Force Majeure Event, the Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§407. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.

§408. Suspension

At the City’s sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City’s convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become City property upon the date of the

termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in §406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor

an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
- 6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §409.A "Termination for Convenience".
 - 8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

Unless otherwise approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The City has the right to review and approve any personnel who are assigned to work under this Contract. The Contractor shall remove personnel from performing work under this Contract if requested to do so by the City.

Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. The City has the right to approve the Contractor's Subcontractors, and the City reserves the right to request replacement of any Subcontractor. The City does not have any obligation to pay the Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

The Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the Contractor's performance of this Contract. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

§414. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

§415. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00

et seq. of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized City personnel or the City’s representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the City’s written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 *et seq.*, as amended from time to time.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor’s employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost

of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §421) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the City from seeking or obtaining any other relief to which the City may be entitled.

For all Work Products delivered to the City that are not originated or prepared by the Contractor or its Subcontractors under this Contract, the Contractor shall secure a grant, at

no cost to the City, for a non-exclusive perpetual license to use such Work Products for any City purposes.

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

§422. Data Protection

- A. The Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.
- B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on

Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

The Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Contractor's profession, doing the same or similar work under the same or similar circumstances.

§426. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b)

of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§428. Living Wage Ordinance

The Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. The Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§429. Service Contractor Worker Retention Ordinance

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§431. Contractor Responsibility Ordinance

The Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/s>, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§434. First Source Hiring Ordinance

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit.”

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§438. Contractors' Use of Criminal History for Consideration of Employment Applications

The Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§439. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that

any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interests Tax

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information, City Data (as that term is defined in §422), and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Contractor Data Reporting

If the Contractor is a for-profit, privately owned business, the Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by the City: the Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). The Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by the City.

§445. Conflict of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 (“Directive FY12-0001”). A copy of Directive FY12-0001 has been provided to Contractor by LAHD and Contractor acknowledges receipt of Directive FY12-0001. No Agreements and/or Amendments will be executed without Contractor’s adoption of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. Unless an exemption/waiver to Directive FY12-0001 was requested by Contractor and approved by LAHD in writing prior to the execution of this Agreement, Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

§446. Disclosure of Border Wall Contracting Ordinance

The Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§447. City's Additional Remedies

The Contractor acknowledges and agrees that nothing contained in this Contract is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by the City of any cause of action that the City may have against the Contractor. The City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against the Contractor in relation to this Contract and other transactions between the City and the Contractor.

§448. Payment Does Not Imply Acceptance of Work

The granting of any payment by the City, or the receipt thereof by the Contractor, in no way lessens the liability of the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the City and upon rejection must be replaced by the Contractor without delay.

§449. Work Not in Scope of Services

The Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and §202 above. If it is determined that the request is outside of the scope of work, the Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in the Contractor's compensation, and the scope of work, is approved and executed by both parties.

§450. Compliance with Current Applicable Safety Protocols and Laws

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders to ensure the health and safety of both the Contractor's employees, any subcontractors, and the public.

V. DATA SECURITY AND PRIVACY

§501. Data Ownership

As between the parties, City is the sole and exclusive owner of all data and information provided to the Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. The Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. The Contractor shall not possess or assert any lien or other

right against, or to City Data. City may request an export of City Data stored within the systems or held by the Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants the Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

§502. Data Protection

- A. The Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by the Contractor under this Agreement.
- B. The Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by local, state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, the Contractor shall safeguard City Data using measures no less stringent than the measures the Contractor applies to the Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by City in writing, the Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include City and involve City approval.
- E. At any time during the term of this Agreement, at City's written request, the Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. The Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision and the Scope of Services, the Contractor's obligations to retain City Data during the term of this Agreement and following (1) final payment made by City, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed by §416, above. After the Contractor has retained City Data for the period(s) in §416, above, the Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

§503. Compliance with Privacy Laws

The Contractor shall ensure that the Contractor's performance of the Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and the Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and the Contractor shall complete and deliver any documents necessary to compliance.

§504. Confidential Information

The Contractor understands that all original material, and personal information disclosed by the City or third parties whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to the Contractor's performance hereunder are considered confidential property of City. The Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement. The provisions of this subsection shall survive expiration or termination of this Agreement.

§505. Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), the Contractor shall provide City with a copy of all City Data in the Contractor's possession in a mutually agreeable machine-readable format.

§506. Data, Development, and Access-Point Location

Storage of City Data shall be located in the continental United States of America. The Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at the Contractor's continental United States of America headquarters or data centers. The Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, the Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. The Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are

essential for the purpose of providing the services under this Agreement (“Authorized Persons”). When the Contractor submits a request for City’s prior written approval, it shall describe the proposed Authorized Person’s role and the necessity for the proposed Authorized Person to access City Data. The Contractor shall at all times cause such Authorized Persons to abide strictly by the Contractor’s obligations under this Agreement and the industry standards for information security. The Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling the Contractor to perform its obligations under this Agreement.

§507. Data Breach

The Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. The Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of the Contractor’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to City’s satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, the Contractor shall retain an independent third party to conduct the investigation at Contractor’s sole cost. At City’s sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with City, its agents and law enforcement. The Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity protection services to individuals affected by the Security Incident. If required by law or directed by City, the Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce the Contractor’s invoice for costs associated with breach of security.

§508. Data Breach Liability

If City is subject to any claims relating to any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs and attorney fees incurred by City relating to those claims. This obligation is in addition to any of the Contractor’s other indemnification obligations in this Agreement.

§509. Firewalls and Access Controls

- A. Access Precautions. The Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
 - 1. Prevent anyone other than City, the Contractor, and authorized City or the Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
 - 2. Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 3. Prevent the disclosure of City and the Contractor passwords and other access control information to anyone other than authorized City personnel.
- B. Security Best Practices. The Contractor shall implement the following security best practices with respect to any service provided:
 - 1. Least Privilege: The Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 2. Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 3. Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- C. Access Restrictions. The Contractor shall restrict the use of, and access to, administrative credentials for City accounts and the Contractor's systems to only those of the Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. The Contractor shall require these personnel to log on using an assigned username and password when administering City accounts or accessing City Data. These controls must enable the Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. The Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. The Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. The Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

§510. Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, City may review the Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of

this Agreement. At City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth in §416, above.

§511. Written Information Security Policy

The Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. The Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Within five (5) business days of City's request, the Contractor shall make available for City's review the Contractor's Information Security Policy and any related System and Organization Controls (SOC) audits, information security certifications, or other evidence that the Contractor has in place appropriate policies and procedures regarding information protection and security.

§512. Change in Service

The Contractor shall notify City of any changes, enhancement, and upgrades to the Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

VI. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§603. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§604. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes **thirty-eight (38)** pages and **three (3)** Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

VI. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this ____ day of _____, 2025

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Deputy/Assistant City Attorney

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

Date _____

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____, 2025

Date _____

For: Exygy, Inc., a California for profit corporation

By _____
Zachary M. Berke
Chief Executive Officer and Secretary

City Business License Number: 0003401460-0001-6

Internal Revenue Service Taxpayer Identification Number: 47-2742894

Council File/CAO File Number ##-####; Date of Approval: ##/##/2025

Said Agreement is Number _____ of City Contracts

EXHIBIT A
Form Gen 146 (Rev. 6/12)
Required Insurance and Minimum Limits

Name: Exygy, Inc. Date: _____

Agreement/Reference: Comprehensive Housing Search and Application System for Affordable and Accessible Housing Registry

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
		EL \$ <u>1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	
<input checked="" type="checkbox"/>	General Liability <u>City of LA is required to be named as an additional insured</u>	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ <u>1,000,000</u>
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Boiler and Machinery	\$ _____
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>		
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) Cyber Liability coverage (\$1 million) requirement

EXHIBIT A

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978- RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, §403, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(English\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(English)%2005.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20\(Spanish\)%2005.2024.pdf](https://bca.lacity.gov/Uploads/contracting/LWO%202024/LWO%202024%20Adjusted/Notice%20to%20Employees%20of%20Retaliation%20(Spanish)%2005.2024.pdf)). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please contact the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG**

EXHIBIT C

PROFESSIONAL FEE SCHEDULE

Services shall be compensated according to the following fee schedule:

Milestone	Description	Total Cost
Phase 1 - Initial Launch	9mo - Project Kickoff, Initial Discovery, Platform Set Up and Initial Customizations for an MVP Launch	\$886,500
	3mo - Kickoff, Discovery, Infrastructure	\$295,500
	3mo - Foundations	\$295,500
	3mo - Initial Customizations to Launch	\$295,500
Phase 2 - Additive Features	9mo - Additive Feature Level Epics including Agile Discovery, Design, Development as well as Technical Support & Maintenance, Stakeholder Facilitation	\$886,500
	3mo - Angelino Integration	\$295,500
	3mo - Home Ownership	\$295,500
	3mo - Data Integrations and Reporting	\$295,500
Phase 3 - Iterative Improvements and Maintenance Planning	6mo - Iterative product improvements across portal experiences and long term maintenance and sustainability planning	\$591,000
Total Deliverable Costs		\$2,364,000

*** These are costs broken down by anticipated costs for each deliverable milestones captured as the 3 phases outlined in our proposal Narrative 3: Program Design - Phase 1 Initial Launch, Phase 2 Additive Features, Phase 3 Iterative Improvements and Maintenance Planning. It is a factor of personnel costs needed to deliver each milestone. Summary of anticipated costs by personnel type is captured in the Personnel Costs tab. We are not using Other Expenses.*

Personnel/Position	Hourly Rate	Estimated Hours	Total Cost
Product Management (includes Lead, Technical and Policy PMs)	\$160 - \$262	3328	\$641,085
Design & Research (includes UX/UI and Research)	\$147-\$236	2704	\$520,881
Software Engineering (includes Technical Lead, Front End, and Back End Engineers)	\$151-\$270	6240	\$1,202,034
Total Personnel Costs			\$2,364,000

*** These are costs broken down by anticipated costs for each personnel type defined by categories Product Management, Design & Research, and Software Engineering. Costs across deliverable milestones are captured in the Total Deliverable costs tab. We are not utilizing the Other Expenses category.*