

Contract Purchase Agreement
2021008175, 0

City of Oakland
1 Frank Ogawa Plaza
Oakland, CA 94612
United States

Type	Contract Purchase Agreement
Order	2021008175
Revision	0
Order Date	16-MAR-2021
Created By	Lecky, Hassan
Revision Date	
Current Buyer	

Supplier: **USIO INC**
3611 PAESANOS PKWY SUITE 300
SAN ANTONIO, TX 78231
United States

Ship To: **Ship-to Line Item**
Oakland, CA 94612
United States

Bill To: **250 Frank Ogawa Plaza**
4th Floor
Oakland, CA 94612
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2017014545	Net 30				
Effective Start Date	Effective End Date	Amount Agreed (USD)				
16-MAR-2021	16-MAR-2022	151,425.00				
Confirm To/Telephone	Requester/Deliver To					
()						

Notes: This is a term contract purchase agreement & the City of Oakland policies therein referenced shall constitute the agreement between USIO INC and the CITY OF OAKLAND. USIO INC shall provide MOBILITY PREPAID CARD MASTERCARD SERVICES as requested and or as requested during the period of MARCH 16, 2021 through MARCH 16, 2022 in the amount of \$151,425.00 to the CITY OF OAKLAND, California.

This is an estimate of the amount of money that the City may spend and over the stated period for the requested services, not a guarantee of payment.

INVOICING/BILLING: All invoices / bills / receipts issued against this contract must explicitly reference the City of Oakland's contract purchase agreement number, 2021008175, and purchase order release number, when applicable. Any invoices / bills / receipts failing to reference the correct CPA no. 2021008175 may be delayed and the City of Oakland will not be liable for any late payment(s) to the contractor.

NO new purchase of services or goods should be entertained by the USIO INC after MARCH 16, 2022
All prices and amounts on this order are expressed in USD

Buyer: Hassan Lecky

Amount Agreed (USD) \$151,425.00

AUTHORIZED SIGNATURE DocuSigned by:
Kyle Ruschman DATE 3/19/2021
515E74A0AFF4419...

COUNTERSIGNED (If Required) _____ DATE _____

City of Oakland

Contract Purchase Agreement
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Purchase Order Terms and Conditions:

1. This purchase order shall constitute the agreement. Changes or additional terms proposed by the seller in accepting or acknowledging this order shall not be binding unless accepted by a change order in writing by the buyer, and neither buyer's lack of objections to said terms nor the acceptance of goods shipped pursuant hereto shall constitute or be deemed an agreement by buyer to any of said terms.
2. Unless otherwise definitely specified, the unit prices stated herein do not include Sales or Use Tax.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Contractor.
5. Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or gross negligence of Contractor, its officers, employees, subconsultants or agents. Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and continues at all times thereafter. All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.
6. Contractor shall maintain the types and amounts of insurance set forth in "Schedule Q", attached and incorporated herein by reference and made part of this Agreement, for the duration of this Agreement.
7. Time is of the essence in the performance of this Agreement.
8. The Contractor will not be held liable for failure or delay in the fulfillment hereunder if hindered or prevented by fires, strikes, or Acts of God beyond Contractor's reasonable control.
9. On shipments sold F.O.B. point of origin-prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice. Do not ship freight collect.
- 10 All material delivered and services rendered shall comply with City of Oakland codes, the State of California Occupational

Occupational Safety & Health Act of 1973, and all applicable amendments thereof, occupational safety and health standards and safety orders of the Occupational Safety and Health Standards Board.
 11 In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Accounting Department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the City warrant or check.
 12. This order shall not be assigned without the consent of the buyer, which shall not be unreasonably withheld.

Additional for Contractors:

1. Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Said information includes but is not limited to: functional design specifications, code tables, and geographic files. Contractor shall exercise the same standard of care to protect such information, as a reasonably prudent contractor would use to protect its own proprietary data. All information disclosed by the Parties for the purpose of this Agreement shall be deemed as proprietary and/or confidential unless otherwise identified and shall be protected by the receiving Party in the same manner and to the same degree that it protects its own proprietary or confidential information. Each Party agrees that it will use the other Party's information only as required in the performance of this Agreement, and will not before, during, or after completion of this Agreement otherwise use said information, nor copy or reproduce the same in any form. At all times the receiving Party will recognize the disclosing Party's sole and exclusive ownership of this information, and the sole and exclusive right and jurisdiction of the disclosing Party to control and use this information. The Parties further agree that it will make no use of the described information, for either internal or external purposes, other than as is directly related to the performance of this Agreement.
 For the purposes of this Agreement, "confidential information" may include, but not be limited to, items such as (i) any and all proprietary materials and information regarding technical plans; and (ii) any and all other information of whatever type and in whatever medium (including data, developments, schematics, trade secrets, and improvements), that is disclosed in any form by one Party to the other Party, as designated by that Party. The Parties to this Agreement acknowledge and agree that the System contains trade secrets and confidential data of the other Party and its licensors, and agree to take all reasonable steps to ensure that such trade secrets and proprietary data are not disclosed, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Agreement, including those taken by each Party to protect its own confidential information and those which either Party or its licensors may reasonably request from time to time. Notwithstanding the above, the Parties agree that in the event that City is required by federal, state or local law, including but not limited to Oakland Municipal Code Title 2, Chapter 2.20, to disclose information relating to this Agreement or Contractor, such disclosure shall not constitute a breach of this Section.
2. Except for incidental services, services that cumulatively or otherwise exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$24,999.99), are subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the "Declaration of Compliance" attached and incorporated herein as "Schedule N" and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:
 - a. Minimum compensation - Said employees shall be paid an initial hourly wage rate with and without health benefits as determined by the Department of Contracting and Purchasing annually. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - b. Health benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
 - c. Compensated days off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
 - d. uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
 - e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
 - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
 - g. Reporting - Within 60 days of execution of the contract, Contractor shall provide to the City a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees performing work on this contract, unless said employees refuse to consent to such disclosure. Contractor shall provide evidence of such refusal upon request. In addition, Contractor shall execute a statement of current compliance in lieu of further quarterly reporting. Failure to provide the list, disclosure refusals or statement of current compliance within 60 days of execution of the contract will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list or statement remains outstanding. In the event a complaint is filed, Contractor shall provide then current employee information as specified above to facilitate investigation of the complaint.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, physical handicap, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, physical handicap, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, physical handicap, sex, or national origin.
5. Contractor shall obtain and provide proof of a valid City business tax certificate, or application for such certificate. Said certificate must remain valid during the duration of this Agreement.
6. Contractor shall maintain:
 - (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and
 - (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall

- (a) permit the City to have access to those records for the purpose of making an audit, examination or review of non-proprietary financial and performance data pertaining to this Agreement; and
- (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

Additional for Consultants:

- a) Disabled Access and Non-Discrimination Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- b) Local and Small Local Business Enterprise Program City of Oakland's Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified for profit or not for profit local or small local entities in the City's contracts and purchasing opportunities. There is a twenty percent (20%) minimum participation requirement for all professional services

City of Oakland

Contract Purchase Agreement
2021008175, 0

contracts valued at one hundred thousand dollars (\$100,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and an additional 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business might meet the twenty percent requirement. The City of Oakland's Office of the City Administrator, Contract Compliance & Employment Services Division must certify a business before a proposal is submitted in order to earn credit toward meeting the twenty percent requirement.

Living Wage Ordinance (LWO) This Agreement is subject to the Oakland Living Wage Ordinance which requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Consultants (consultants) of the City and employees of City Financial Assistant Recipients (CFARs) (Ord. 12050 ? 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule-N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must comply as follows:

Minimum compensation - Said employees shall be paid an initial hourly wage rate of \$10.39 with health benefits or \$11.95 without health benefits. Effective July 1st of each year, contractor shall pay adjusted wage rates. (As of July 1, 2008, the LWO rates will be \$10.83 with health benefits and \$12.45 without health benefits.)

Health benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.56 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance. (As of July 1, 2008, the medial benefit rate will be \$1.62)

Compensated days off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

Federal Earned Income Credit (EIC) - To inform employees that he/she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2007 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>.

Consultant shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment.

Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

Consultant shall require sub consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions.

Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Contract Compliance & Employment Services Division.

d) Equal Benefits Ordinance (EBO) This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001) The following entities are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year. The Ordinance shall only apply to those portions of a Consultant's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub Consultants. The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Schedule N-1 - Equal Benefits-Declaration of Nondiscrimination and documentation supporting compliance. Compliance must be verified before a contract is executed.

e) Prompt Payment Policy This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each. Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

g) City of Oakland Campaign Contribution Limits (Campaign Reform Act) This Agreement is subject to the Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Act prohibits consultants that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires council approval, consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached as Schedule-O.

h) Nuclear Free Zone Disclosure Consultant represents, pursuant to the "Nuclear Free Zone Disclosure Form" - Schedule-P that consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers

i) Insurance Requirement Schedule Q summarizes insurance requirements relative to this project.

j) Conflict of Interest/Confidentiality/City-Consultant Relationship Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

Consultant shall submit information concerning the ownership, ethnicity and gender, by completing Schedule D as mentioned earlier. Schedule E ("Project Consultant Team"), is also attached and incorporated herein and made a part of this Agreement.

All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.

In the recruitment of sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

In the use of such recruitment, hiring and retention of employees or sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Consultant represents to and agrees with the City or Agency that no conflict of interest is created between providing the City or Agency services hereunder and any interest Consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City or Agency.

Consultant further agrees that Consultant shall not, without prior written consent of the City Administrator, perform any services for any person other than the City Administrator relating to the study referred to in this RFP.

The consultant understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.