SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT

THIS AGREEMENT, is made and entered into this 2nd day of September, 2019, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and TankVisions, Inc., a California Corporation (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and

2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Time of Performance:** Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on September 1, 2022, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG shall have two options to renew this Agreement, each for a period of one year, by giving written notice of renewal to Contractor no later than thirty (30) days prior to the then-current expiration date of the Agreement.

2. **Scope of Work:** Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. **Standard of Quality:** All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. **Compliance with Laws:** Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.
5. **Consideration:** The Participating Agencies (defined in Exhibit "A") shall pay for all software and services as set forth in the fee schedule in Exhibit "A". In no instance shall SACOG be liable for any payments to Contractor or Participating Agencies.

6. **Invoicing, Costs and Payment:**

Contractor shall submit monthly billings in arrears to the Participating Agencies (defined in Exhibit "A") no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Participating Agency of any circumstances or data identified by the Participating Agencies in Contractor’s written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency’s approval of each billing.

7. **Independent Contractor:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers’ compensation insurance and all regulations governing such matters.

8. **Termination:**

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to SACOG for damages suffered as a result of Contractor’s failure to comply with the terms of this Agreement.
Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. **Assignment**: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. **Binding Agreement**: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. **Time**: Time is of the essence in this Agreement.

12. **Amendments**: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. **Contractors and Subcontractors**: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

   a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

   b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

      (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

      (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

      (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

      (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
(5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. **Indemnity:** Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Participating Agencies, and their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Participating Agencies in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. **Insurance Requirements:** Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

<table>
<thead>
<tr>
<th>POLICY</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Workers’ Compensation; Employer’s Liability.</td>
<td>Statutory requirements for Workers’ Compensation; $1,000,000 Employers’ Liability.</td>
</tr>
<tr>
<td>(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).</td>
<td>Bodily Injury/Property Damage $1,000,000 each accident.</td>
</tr>
<tr>
<td>(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).</td>
<td>$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</td>
</tr>
<tr>
<td>(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor’s profession as defined by SACOG).</td>
<td>$1,000,000 per claim.</td>
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a. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions in excess of $5,000 must be declared to and approved by SACOG.

b. **Required Provisions:** The general liability and automobile liability policies are to
contain, or be endorsed to contain, the following provisions:

(1) For any claims related to this Agreement, Contractor’s insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor’s insurance and shall not contribute to it.

(2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.

(3) Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested has been given to SACOG.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by SACOG.

d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:

(1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: “SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned.”

e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. Contractor’s Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor’s operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor’s indemnity obligations.
16. **Audit, Retention and Inspection of Records:**

a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. **Project Manager:**

SACOG's Project Manager for this Agreement is Conor Peterson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Associate Analyst  
Sacramento Area Council of Governments  
1415 "L" Street, Suite 300  
Sacramento, CA 95814  
Telephone: (916) 319-5188  
Email: cpeterson@sacog.org

Contractor’s Project Manager for this Agreement is Ken Bishop. No substitution of Contractor’s Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Ken Bishop, Vice President  
TankVisions, Inc.  
1 Mention  
Newport Cost, CA 92657  
Telephone: (855) 858-7467  
Email: ken@tankvisions.com
18. **Successors:** This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. **Waivers:** No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. **Litigation:** Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. **National Labor Relations Board Certification:** Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. **Americans with Disabilities Act (ADA) of 1990:** By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. **Compliance with Non-Discrimination and Equal Employment Opportunity Laws:** It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

a. Contractor and its subcontractors shall comply with all provisions prohibiting
discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.

b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. **Drug-Free Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or
employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. **Campaign Contribution Disclosure.** Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

d. **Covenant Against Contingent Fees:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. **Costs and Attorneys' Fees:** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. **Governing Law and Choice of Forum:** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. **Integration:** This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. **Headings:** The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. **Authority:** Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit “A.” Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

c.  Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. **Payee Data Record Form**: Contractor shall complete the Payee Data Record form attached to this Agreement as Exhibit "C", in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. **State Prevailing Wage Rates**: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

   a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.

   b. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

   c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See [http://www.dir.ca.gov](http://www.dir.ca.gov).

*(Signature Page to Follow)*
IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

[Signature]
JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

[Signature]
SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

[Signature]
Conor Peterson
Conor Peterson [Sec 23, 2019]
CONOR PETERSON
Associate Analyst

TANKVISIONS, INC.:

[Signature]
KEN BISHOP
Vice President
EXHIBIT “A”
Scope of Work

SOFTWARE SERVICES

1. Contractor’s Relationship with Participating Agencies and SACOG

1.1. TankVisions, Inc. ("Contractor") will provide Software as a Service as requested by any local government agency. Contractor will be the main point of contact for all Participating Agency locations. Contractor’s corporate headquarters is located at Newport Coast and that is where all billing will take place. Contractor is a fully integrated Software Service provider.

1.2. At the option of Contractor, other cities, counties, school districts or governmental agencies in the State of California may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as Exhibit “A-2” at the same prices specified in Schedule 1 to Exhibit A, terms and conditions of this proposal. There is no guarantee of usage by the Participating Agencies. Participating Agencies utilizing the procurement conducted by SACOG for Contractor’s services will place their orders directly with Contractor. All Participating Agencies’ requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Schedule 1 to this Exhibit A.

1.3. SACOG shall not be responsible for any Participating Agency’s failure to execute a Sub-Agreement, or for the breach of any Sub-Agreement by a Participating Agency. SACOG shall not be responsible for verifying or ensuring that a Participating Agency’s procurement requirements have been met.

1.4. Each Participating Agency Sub-Agreement will include a Scope of Work detailing the services to be provided to the Participating Agency. The Scope of Work provided by the Participating Agency shall not request services beyond those listed below in Section II. Contractor’s Available Services. Contractor may use the name and logo of SACOG as a customer on Contractor’s website and elsewhere.

2. Contractor’s Available Services

This section of the proposal identifies the actual work plans/tasks for providing a SaaS platform implementation. Details of the step-by-step implementation may vary based on the Participating Agency’s needs, but the core tasks and features outlined below will apply to all implementation efforts. The services to be provided under any Sub-Agreement with a Participating Agency are limited to the services outlined herein.

Fees for services delivered will be assessed to the Participating Agencies at the rates set forth in Schedule 1 to Exhibit A.
2.1. Introduction:

The Contractor provides a web-based, fuel management software solution. This technology includes a back-end infrastructure that collects real-time inventory, replenishment, complete fuel tank testing document storage and tank testing scheduling controller, and alarm notification data from each fuel tank.

2.2. Tasks

Task 1: Software-as-a-Service Site Deployment & User Accounts
*Deliverable:* Administrative User Account access to the browser based Tankvision software solution.
*Completion date:* As agreed to in Sub-Agreement with each individual Participating Agency

Task 2: Site Visit and Kick Off Meeting
*Deliverable 1:* Kick off meeting with department ad team to review and provide training on the platform.
*Deliverable 2:* Gather site data which includes:
  - How many fuel tanks
  - Above ground or below ground
  - Size of tanks (gallons)
  - Location of tanks
  - Site documentation
  - Any existing hardware with communication capability
  - Site personnel contact information
*Completion date:* As agreed to in Sub-Agreement with each individual Participating Agency

Task 3: Training
*Deliverable:* Train Participating Agency staff in person or via webinar. Topics covered are not limited to:
(1) How to logon to the website (2) How to navigate through the website (3) How to interpret the data on the website (4) How to use the website’s functionality (for example, uploading documentation)
*Completion date:* Upon Deployment and as needed by Participating Agency

Task 4: Ongoing Support
*Deliverable:* Support staff will provide ongoing assistance, problem diagnosis and resolution. All sites are monitored to assure operation and staff is on call 7 days a week, 24 hours a day, to assist.
*Completion Date:* Ongoing, throughout term of Agreement

2.3. Deliverables and Modules

- **Software-as-a-Service Site Deployment:** Accessible 24/7 by any computer with internet access (desktop, laptop, and mobile device) through a password protected web portal.

- **User Accounts:** Unlimited password protected users with access agency webpage. The individual user will have access to all tanks in clients’ profile or just the fuel tank location they are responsible for. Administrative tank user will provide detail on individuals they prefer to have access and provide direction on the employee’s tank access limitations. Access can be set up by individual fuel tank site, region, county, etc.

- **On demand reports:** Data is electronically received by the tank monitoring hardware and posted
for the end-user to program email generated reports or view the data and export to through Excel spreadsheet format. Reports can be consisting of both inventory and alarm data. This function is only possible with electronic monitoring. Historical tank data is also available through the Alarm Alert Notifier and Tank Alarm Detail outlined in the module listing below.

- **Centralized Fuel Tank Monitoring & Compliance Program**
- **Training/Education**: Training customized to Participating Agency's needs, available in-person or virtual webinar.
- **Telephone Support**: Contractor provides a 24/7 toll free number for our clients to use. Support is available over the life of the contract
- **System Integrations**: System is integrated to gain access to all of our Customer's fuel tanks' critical inventory and compliance data. Our best development tools come from client needs. If another inventory or compliance toll is incorporated, all clients will have access at no additional cost.

**Modules**

TankVisions includes a back-end infrastructure that collects real-time inventory, replenishment, complete fuel tank testing document storage and tank testing scheduling controller, and alarm notification data from each fuel tank. The site aggregates this data into a front-end SSL secured Web interface that displays the following consolidated tools and features:

**Alarm Alert Notifier® (Alert Notifier Tab)** - Every individual tank alarm is programmed to deliver emailed alarm notifications to as many individuals as needed. Individual alarm response personnel will be notified of their responsible tank sites.

**Site Documentation with Expiration Alert Notifier (Site Documents Tab)** - Assuring absolute timeliness of all critical tank and site testing, this function allows us to upload all site and tank testing material which automatically programs a document due date reminder email to all responsible parties. Our clients also use this feature for annual permitting, site check, and licenses such as alcohol and tobacco as well.

**Site Event Log (Site Maintenance Tab)** – This allows you to electronically document all tank and site maintenance dispatching. The log captures critical data such as whom, when, where, what, work order upload function, and the ability to control whether the service call has been resolved or still remains open. This is critical data for regulatory agencies.

**Tank Alarm Detail® (Site Reporting Tab)** - Here you will find all of your tanks' data including Tank Test for single walled tanks, Tank Alarms with Resolution Tab, and Site Alarms. You will find the Export to Excel tab here also where you can transfer data to your spreadsheets.

**Manual Tank Data Log (Site Reporting Tab, Inventory Tab)** – In remote areas of the country where electronic communications with tank is not capable, we have developed the ability to manually enter tank's data for inventory and compliance control. Existing tank monitoring hardware with communication capability TankVisions simply uses their existing IP address or analog phone line to establish communication.

**Projected Fuel Delivery Schedule (Refill Predictions Tab)** - Each tank's specific demand history is matched against TankVisions' proprietary inventory logic software. The software can assist in
determining the timing and amount of fuel to be delivered for each tank based on current inventory conditions.

**On Demand Reports** tab allows customized reports configuration for both compliance and inventory concerns as well.

**Additional Hardware** - If a client plans to invest in communication hardware, TankVisions will provide proposals on a case by case basis as each fuel tank make and model, each fuel site physical location, and each fuel tank size is specific to the new client.

*These tools are optional and require electronically monitored equipment. For those clients with underground storage tanks the State of California requires their existing hardware to alert via audible alarm at tank location.*
Schedule 1 to Exhibit A

FEE SCHEDULE AND PRICING TERMS

1. **Pricing Terms**
   TankVisions provides all tools and features addressed in Exhibit A for $20.00 monthly per fuel tank site. The assigned monthly cost rate provides total and detailed price for which TankVisions commits to complete the scope of work and end products.

2. **Administrative Cost Break**
   For each Participating Agency that leverages this agreement as its competitive solicitation, TankVisions acknowledges SACOG's administrative fee procedures. TankVisions commits to a $5.00 SACOG administrative fee, which will be included in the fee of each monthly $20.00 subscription purchased by a Participating Agency and will pay all administrative fees directly to SACOG that are collected on a quarterly basis.
### EXHIBIT “A-1”

**Tank Storage Inventory for Participating Agencies**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Tank Storage locations</th>
<th>Total Tanks</th>
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</thead>
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<tr>
<td>Butte County</td>
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<td>4</td>
</tr>
<tr>
<td>Sacramento County</td>
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<td>22</td>
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<tr>
<td>Placer County</td>
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<td>18</td>
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<td>5</td>
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<td>4</td>
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<tr>
<td>North Tahoe Public Utilities District</td>
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</tr>
</tbody>
</table>

*Sum: 101*  
*Sum: 190*
Exhibit “A-2”
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

TANK MANAGEMENT & MONITORING SOLUTION SUB-AGREEMENT
between
TankVisions, Inc. and Participating Agency

THIS TANK MANAGEMENT & MONITORING SOLUTION AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 20___, by and between the Insert Name of Participating Agency, a describe form of entity (hereinafter “Participating Agency”), and TankVisions, Inc., a California Corporation (the “Contractor”). RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated September, 2019 to provide software products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase software products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated tank sites set forth on Exhibit A-1 are estimates only and do not bind the Participating Agency to purchase software for those locations.

3. The Participating Agency shall pay Contractor in arrears for software services delivered in accordance with the rate schedule set forth in schedule 1 to Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. Choose one of the following:

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.

5. Insert any other special terms and conditions.
6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency’s project manager for this Agreement is __________, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Project Manager, Title
Participating Agency
Address
Address

Contractor’s project manager for this Agreement is Ken Bishop. No substitution of Contractor’s project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Ken Bishop, Vice President
TankVisions, Inc.
1 Mention
Newport Coast, CA 92657

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

__________________________
Name, Title

TANKVISIONS, INC.:

__________________________
Ken Bishop, Vice President

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EXHIBIT "E"

LEVINE ACT DISCLOSURE STATEMENT
(To be completed by all proposers on SACOG consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

John Allard
Christopher Cabaldon
Kim Douglass
Den Flores
Lucas Frerichs
Sue Frost
Jill Gayaldo
Bonnie Gore
Shon Harris
Robert Jankovitz
Rick Jennings II
Paul Joiner
Patrick Kennedy
Mike Kozlowski

Mike Leahy
Rich Lozano
Pierre Nau
Tim Onderko
Susan Peters
Ricky Samayoa
David Sander
Michael Saragosa
Don Saylor
Jay Schenirer
Jeff Slowey
Mait Spokely
Tom Staliard
Darren Suen

Aleksandar Tica
Brian Vaerkamp
Rick West

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

   ___ YES   X  NO

   If yes, please identify the Director(s): __________________________________________

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any SACOG Director(s) in the three months following the award of the contract?

   ___ YES   X  NO

   If yes, please identify the Director(s): __________________________________________
Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

9/23/2019
(SIGNATURE OF AUTHORIZED OFFICIAL)
Ken Bishay, Vice President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)
Tank Visions, Inc.
(TYPE OR WRITE NAME OF COMPANY)
California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in Federal, State, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section,
returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.
# County of Sacramento
## PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

**PAYEE RECORD**

**INSTRUCTIONS:** Complete all information requested on this form. Sign, date, and return the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Check the boxes that apply to Sacramento County’s payments to you</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Goods</td>
<td>☑ Services</td>
</tr>
</tbody>
</table>

**PAYEE INFORMATION**

**NAME** (as shown on your income tax return)
TankVisions, Inc

**TRADE NAME OR DBA** (if different from line 1)

**MAILING ADDRESS** (Number and Street or P.O. Box Number)
1 Mentor
(City, State and Zip Code)
Newport Coast, CA 92657

**PAYMENT REMITTANCE ADDRESS** (Number and Street or P.O. Box Number, City, State and Zip Code)
1 Mentor Newport Coast, CA 92657

**ePAYABLE CONTACT INFORMATION** (Name, Phone Number and Email Address)
Ken Bishop 855-858-7467 x101 Ken@tankvisions.com

**FEDERAL TAX CLASSIFICATIONS & EXCEPTIONS**

- Check appropriate federal tax classification
- ☑ INDIVIDUAL OR SOLE PROPRIETOR (SSN)  ☐ PARTNERSHIP (FEIN)  ☐ ESTATE OR TRUST (FEIN)
  - SSN is mandatory of all Individuals/Sole Proprietors by authority of CA, Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1899.8

- CORPORATION (FEIN): (MARK ONLY ONE TYPE):
- ☐ C CORPORATION (FEIN)  ☐ S CORPORATION (FEIN)

- LIMITED LIABILITY COMPANIES (LLC):
- ☐ LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership)

- GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)
- ☐ EXEMPT (nonprofit) payee code if any
  - Exemption from FATCA reporting
  - (see instructions on next page)

**TIN NUMBER**
Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single-member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.

**SOCIAL SECURITY NUMBER**

**EMPLOYER IDENTIFICATION NUMBER**

|   |   |   |   |   | 8 | 2 | 5 | 0 | 6 | 1 | 4 | 0 | 0 |

**RESIDENCY STATUS**

Janet the Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)

**CALIFORNIA SALES TAX PERMIT NUMBER**

(required only for California nonresident vendors that charge California sales tax)

**CERTIFYING SIGNATURE**

Ken Bishop, Vice President

**AUTHORIZED PAYEE REPRESENTATIVE’S NAME & TITLE (Type or Print)**
Ken Bishop

**E-MAIL ADDRESS**
Ken@tankvisions.com

**SIGNATURE OF U.S. PERSON**

Ken Bishop

**DATE**
09/04/2019

**TELEPHONE NUMBER**
855-858-7467 x 101

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net
EXEMPTIONS
If you are exempt from backup withholding under FATCA reporting, enter in the Exemption box, any code that may apply to you. See Exempt employee code and Exemption from FATCA withholding code on page 3 of IRS Form W-9 (Rev. 9-2018) for the codes.

ARE YOU SUBJECT TO NONRESIDENT BACKUP WITHHOLDING?
Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or other business, rents or royalty payments from property real or personally located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or not withheld by sending a completed form FB 559 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee is active in commerce outside of California, a waiver or reduced withholding rate may also be granted. For more information, contact:

State of California

Fiscal Tax Board

Nonresident Withholding Section

P.O. Box 2011 Sacramento, CA 95879-9981

Telephone: (916) 444-4193

FAX: (916) 444-4193

WEB SITE:SacTax.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Fiscal Tax Board, attach a copy of this form.

PAYABLE CONTRACT INFORMATION
The County offers electronic payments through ePayables. The benefits to your company include: saving time and money, reducing data entry, and being associated with checks, invoices, and paper checks, including electronic payments. To receive electronic payments, contact the department responsible for electronic payments. When you elect to receive payments, you must set up a direct deposit to your bank account. It is best to provide all the above information at the time of application. If you are interested in participating in the program, please contact:

county@SacTax.ca.gov and include company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7605 of the Privacy Act of 1974 (Public Law 93-579) requires that any state, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which authority or other authority each number is obtained, and what uses are made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payments to the County provide their federal Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 61804 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1096 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN to be as valid if the name on the form the number appears on an account does not match a name and number combination in the file to the IRS. If the incorrect Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 20% withholding and state law may require noncompliance penalties of up to $20,000.

700 H Street, Room 9630 • Sacramento, CA 95814 • Phone (916) 574-7411 • Fax (916) 574-6182 • email: SFTax@SacCounty.net
## Vendor ACH/Direct Deposit Authorization Form

### Vendor Information

- **Vendor Name:**
- **Address:**
- **City:**
- **State:**
- **ZIP Code:**
- **Contact Name:**
- **Title:**
- **Business Phone:**
- **Fax Number:**
- **Remittance E-Mail Address:**

### Banking Information

- **Vendor's Bank Name:**
- **Bank Address:**
- **City:**
- **State:**
- **ZIP Code:**
- **Bank Contact Name:**
- **Primary Phone:**
- **Fax Number:**
- **ABA Routing No.:**
- **Account Number:**
- **Account Type:**

### Vendor's Authorization

I certify that the information provided on this form is correct, and I hereby authorize County of Sacramento to electronically deposit payments to the bank account designated above and if necessary, to adjust or reverse a deposit for any entry made to this account in error. It is my responsibility to immediately notify County of Sacramento if I believe there is a discrepancy between the amount deposited to the bank account above and the amount of the invoice(s) paid. I understand that I must notify County of Sacramento in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until County of Sacramento has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days. County of Sacramento will assume zero overdraft liabilities for this activity.

- **Authorized Signature:**
- **Title:**
- **E-Mail Address:**
- **Date:**

---

700 H Street, Room 3030 • Sacramento, California 95814 • Phone (916) 574-7402 • Fax (916) 574-6454 • Email ACH@sacounty.net

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AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The County of Sacramento is now offering ACH (Automated Clearing House) payments for all our suppliers, service providers, and business partners.

Please complete each section of the following form including a copy of a voided check or bank authorization letter. The remittance advice will include statement-type information such as invoice numbers, account number, date and dollar amount for invoices.

The benefits to your company include:
• Saving time and money by reducing labor, expenses and risks associated with checks.
• Enhancing cash flow by expediting the receipt of cash and eliminating mail and paper check float.
• Conserving the environment by eliminating the printing and mailing of paper checks and utilizing secure electronic payments.

You may contact our Payment Services Unit at ach@saccounty.net to return the forms electronically or if you have any questions pertaining to this payment option. A thorough verification process will be completed prior to approval of ACH payments and all updates or changes require management authorization. All ACH payments will comply with the security standards of the NACHA Operating Rules. The confidentiality of banking information is secured and stored on our secured network systems.

The County of Sacramento appreciates your products, services, and business relationship. We look forward to providing your company with this new and more efficient payment option.
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<th>Required Supporting Documentation for Contractor/Sub</th>
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<tr>
<td>Labor Costs</td>
<td>Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/deliverables + hourly rate</td>
<td>Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/deliverables + hourly rate</td>
<td>Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/deliverables + hourly rate</td>
</tr>
<tr>
<td>Mileage</td>
<td>Date, miles driven, addresses traveled from and to, purpose of travel</td>
<td>Date, miles driven, addresses traveled from and to, purpose of travel</td>
<td>Date, miles driven, addresses traveled from and to, purpose of travel</td>
</tr>
<tr>
<td>Meals, Incidental, Transportation &amp; Lodging</td>
<td>Payment receipts for all meals/entertainment. Mileage reimbursement at up to $0.56 per hour/mile.</td>
<td>Payment receipts for all meals/entertainment. Mileage reimbursement at up to $0.56 per hour/mile.</td>
<td>Payment receipts for all meals/entertainment. Mileage reimbursement at up to $0.56 per hour/mile.</td>
</tr>
<tr>
<td>Indirect/Overhead Charge</td>
<td>Approval of indirect rate from cognizant agency</td>
<td>Approval of indirect overhead rate from cognizant agency</td>
<td>Approval of indirect overhead rate from cognizant agency</td>
</tr>
<tr>
<td>Meetings Related Expenses</td>
<td>Purpose of meeting, agenda, list of attendees, Typically not eligible for grant reimbursement.</td>
<td>Purpose of meeting, agenda, list of attendees, Typically not eligible for grant reimbursement.</td>
<td>Purpose of meeting, agenda, list of attendees, Typically not eligible for grant reimbursement.</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>Detailed receipts</td>
<td>Detailed receipts</td>
<td>Detailed receipts</td>
</tr>
<tr>
<td>In-Kind/Items</td>
<td>Documentation supporting in-kind or other match</td>
<td>Documentation supporting in-kind or other match</td>
<td>Documentation supporting in-kind or other match</td>
</tr>
<tr>
<td>Procurement Documentation</td>
<td>Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through</td>
<td>Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through</td>
<td>Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through</td>
</tr>
<tr>
<td>Proof of Payment</td>
<td>Copy of cancelled check showing proof of cleared payment</td>
<td>Copy of cancelled check showing proof of cleared payment</td>
<td>Copy of cancelled check showing proof of cleared payment</td>
</tr>
</tbody>
</table>