



CITY OF TRACY

NOTICE INVITING BIDS for PROFESSIONAL PUMP REPAIR SERVICES 2026-2029

NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "CITY") requests sealed bids for the Professional Pump Repair Services, and will receive sealed bids in the office of

BOYD SERVICE CENTER
ATTN: TU NGUYEN, MANAGEMENT ANALYST
520 TRACY BLVD (GATE 3), TRACY, CALIFORNIA, 95376
UP TO 1:00 P.M., JANUARY 26, 2026

Bids will be publicly opened immediately thereafter in the main conference room.

1. The services to be performed by the successful Bidder are fully described in this Notice Inviting Bids (NIB). Additional copies of the NIB are available from the city website: [RFP Notices | City of Tracy, CA](#). The general Scope of Services is to provide professional pump repair services.
2. Any changes to the NIB will be posted on the City's website in the form of addendum. Bidders shall periodically check City's website at [RFP Notices | City of Tracy, CA](#) for any addenda issued for this request and acknowledge the inclusion in bid documents.
3. Bids shall be clearly marked as follows: "**SEALED BID PROPOSAL FOR PROFESSIONAL PUMP REPAIR SERVICES 2026-2029**" - DO NOT OPEN WITH REGULAR MAIL."
4. The work contemplated by this NIB is a public work subject to prevailing wages under California Labor Code Section 1770 et. seq. The successful Contractor(s) will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations in effect on the date the work is performed.
5. All Bidders must provide a bid security in the amount of ten percent (10%) of the bid price.
6. All responsive bid packages shall be reviewed and evaluated by the CITY to determine which Bidder best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate bids are set forth in the Instructions to Bidders.

The CITY reserves the right to award the bid to a Bidder other than the lowest Bidder if it

is deemed to be in the best interest of the CITY. The CITY also reserves the right to reduce the scope of work at any time and to reject any and all bids or waive any irregularities in any bid process.

Jorge Gonzalez

Jorge Gonzalez (Dec 18, 2025 09:49:51 PST)

12/18/2025

Jorge Gonzalez

Utilities Maintenance Supervisor

Date



Think Inside the Triangle™

CITY OF TRACY

INSTRUCTIONS TO BIDDERS for PROFESSIONAL PUMP REPAIR SERVICES 2026-2029

- 1. DELIVERY OF BIDS.** It is the Bidder's responsibility alone to ensure that the bid proposal is received by the Public Works Department at 520 S. Tracy Blvd, Gate 3, Tracy, CA 95376 before **Monday, January 26, 2026 at 1:00 PM**. Bids will be publicly opened thereafter in the main conference room. Any bids received after that time shall be returned unopened.

Date	Item	Time
12/18/2025	Post Notice Inviting Bids	
01/06/2026	Questions Due	1:00 PM via email only
01/15/2026	Final Addendum Posted (if needed)	5:00 PM
01/26/2026	Bid Proposals Due	Before 1:00 PM at 520 S. Tracy Blvd, Gate 3
01/26/2026	Bid Opening in Main Conference Room	1:00 PM at 520 S. Tracy Blvd, Gate 3
	Review of Bid Proposals	
April 2026	Anticipated Award Date (Council Award)	7:00 PM at 333 Civic Center Plaza

- 2. FORMAT OF BIDS.** All Bid Proposals shall be typewritten, in conformance with the NIB and submitted in a sealed envelope plainly marked on the outside: "**SEALED BID PROPOSAL FOR PROFESSIONAL PUMP REPAIR SERVICES 2026-2029 – DO NOT OPEN WITH REGULAR MAIL.**"
- 3. QUALITY OF BID.** The emphasis of the Bid Proposal should be on responding to the requirements set forth in this NIB.
- 4. CONTENTS OF BID PROPOSAL.** In order that competing proposals can be compared equally, Bidders must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being nonresponsive.

Proposals should be brief and concise, devoid of extraneous material and promotional information. There shall be sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs. The proposals must be assembled in the following order, with tabs separating each section.

- 4.1 Cover/Transmittal Letter.** Indicating interest in and understanding of this NIB and its requirements (e.g. summarize the proposal).

The signature of an authorized representative must appear on the cover sheet of the contractor/consultant's proposal. The signature shall be interpreted to indicate the contractor's/consultant's willingness to comply with all the terms and conditions set forth in this solicitation, unless specific written exceptions are noted.

- 4.2 **Introduction**. Describe the contractor's understanding of the CITY's intent in performing this work. Indicate full legal name and current physical business address of the company and include a brief description of the organization's history, capabilities, resources, structure, size and services. Please list subcontractors, if any.
- 4.3 **Experience and Past Performance**. Please describe the contractor's significant, in-depth knowledge, past performance and experience relating to the type of service required under this NIB as well as previous experience working with water purveyors in a similar capacity.
- 4.4 **Qualifications**. Identify the qualifications and training regimen of the service people performing the work as described, including initial qualifications, periodic training schedules, testing, etc.
- 4.5 **Approach**. Communicate approach process and equipment that will be used for pump repair services.
- 4.6 **References**. Please list a maximum of three (3) former clients for whom similar work efforts were conducted on comparable programs. Include names, mailing addresses, telephone numbers, email addresses, and appropriate contact persons. Note: City of Tracy staff may not be listed or used as references by bidders in their proposals.
- 4.7 **Insurance Coverage**. The Bidder must include in their bid proposal a written statement acknowledging their ability to provide all insurance coverage as outlined in the Insurance Requirements section of the sample Agreement (Appendix A).
- 4.8 **Bid Security**. Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's check, a certified check, or a bid bond form and executed by a surety licensed to do business in the State of California, made payable to City.
- 4.9 **Schedule of Prices**. Bidders shall submit a fixed-price proposal in a separate sealed envelope that includes a completed Schedule of Prices. All costs must be clearly identified, including labor, materials, equipment, and any applicable fees. The CITY anticipates that travel costs and related expenses will be included in the lump-sum or per-unit pricing for the pump repairs services. Note: the CITY places significant importance on the not-to-exceed amount and is

generally reluctant to approve increases unless a compelling and well-documented justification is provided. Contractor must clearly indicate in the Schedule of Prices which type(s) of pump repair they are bidding on (e.g. vertical turbine, submersible, split-case, etc).

The Fee Proposal shall be submitted in a separate sealed envelope at the same time as the Proposal.

5. **INTERPRETATIONS OF THE BID DOCUMENTS.** If the Bidder is in doubt as to the meaning of any part of the Notice Inviting Bids or Instructions to Bidders or finds discrepancies in or omissions in the information in the NIB, the Bidder shall submit to the CITY a written request for an interpretation or clarification by the deadline above. All such requests must be submitted by email to Tu.Nguyen@CityofTracy.org no later than **January 6, 2026, at 1:00PM**.

The Bidder shall be responsible for the prompt delivery of the requests for information. The CITY shall not be responsible for any explanation or interpretations of the NIB other than by written addendum posted on the CITY's website no later than **January 15, 2026, at 5:00PM**. No oral interpretations of any provision in the NIB shall be binding upon the CITY.

6. **REVIEW OF BID PROPOSALS.** The City reserves the right to award this contract not necessarily to the contractor with the lowest cost proposal, but to the contractor that provides the best overall match to the requirements, and which best serves the interest of the City. All contractors submitting a proposal will be notified in writing as to their status in the selection process. The City will review all submittals and make a recommendation based upon whether a bid is the most responsive, and the Bidder responsible, in which the following criteria may be considered by the CITY:

- Completeness and quality of proposal
- Bidder staff qualifications
- Total cost
- Client references
- Bid Security
- Submission of required documents
- Ability to perform the service required within a specific time
- Experience
- The quality of performance in previous contracts

Final selection will be made based on the written proposal. Interviews will only be conducted if a decision cannot be made based on the proposals submitted. The CITY shall also investigate qualifications of all Bidders to whom the award is contemplated, and the CITY may request clarifications of the bid directly from one or more Bidders. It is anticipated that this review period will last up to approximately 15 days. Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed; how that information is used is at the discretion of the City. Final fee is established based upon negotiations with the

selected contractor. If a fee cannot be mutually agreed upon, the CITY has the option to open negotiations with the second highest-ranked contractor.

7. AWARD OF AGREEMENT. Upon completion of the review period, the CITY shall notify those Bidders whose bid proposal will be considered for further evaluation and negotiation. All Bidders so notified may be required to meet with the CITY for discussion of the proposed methods and costs and negotiate in good faith in accordance with direction from the CITY. Any delay caused by Bidder's failure to respond to directions from the CITY may lead to a rejection of the Bid.

- 7.1. If the CITY determines, after further evaluation and negotiation, to award the Agreement, a General Services Agreement (Appendix A) shall be sent to the successful Bidder for the Bidder's review. No agreement shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the Bidder and the CITY.
- 7.2. The CITY reserves the right to reject any or all bids, and to waive any minor bid irregularities. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each Bidder's Bid Proposal and projected costs.

8. SCOPE OF SERVICES. The Scope of Services outlined in this NIB represents an overview of the work that CITY expects the successful Bidder to perform. These services relate specifically to the repair and maintenance of pumps and associated equipment within the CITY's utility infrastructure.

8.1. **Project Objectives.** The successful Bidder shall enter into an agreement with the CITY to provide professional pump repair services on an as-needed basis. These services will support the ongoing operation and maintenance of critical City infrastructure, including wastewater, water treatment, and pumping systems.

8.2. **Scope of Work.** The scope of work generally includes the following:

8.2.1 Provide complete pump repair services, including the removal, teardown, inspection, repair, and reinstallation of pumps located at the Wastewater Treatment Plant, Water Treatment Plant, Sewer Lift Stations, and Water Well/Booster Stations.

8.2.2. Equipment to be serviced includes, but is not limited to: vertical turbine pumps, submersible pumps, split-case pumps, and all associated electrical motors, variable frequency drives (VFDs), and soft starts.
NOTE: Motor repair may or may not be included as part of the overall repair.

8.3. **Scope of Services.** The scope of services generally includes:

- 8.3.1. Removal of equipment from site.
- 8.3.2. Disassembly and detailed inspection of equipment
- 8.3.3. Preparation of comprehensive inspection reports
- 8.3.4. Providing written repair quotes for necessary work.
- 8.3.5. Performing all necessary repairs
- 8.3.6. Reinstallation and re-commissioning of the repaired equipment

8.4. General Requirements

- 8.4.1. Contractor shall provide all labor, materials, tools, and equipment necessary to complete the scope of work, unless otherwise agreed upon in writing by the City.
- 8.4.2. All work must comply with Occupational Safety and health Administration (OSHA) regulation and applicable City of Tracy health and safety requirements.

8.5. Response time.

- 8.5.1. Upon receipt of a service request from the Utilities Maintenance Supervisor or their designee, the successful Bidder must respond within three (3) business days to coordinate and schedule the commencement of work.
- 8.5.2. The scheduling of work will be established by mutual agreement and must be completed within the agreed-upon timeframe.
- 8.5.3. Failure to respond within the specified time may result in the termination of agreement by the CITY.

- 8.6. **Contractor Duties/Responsibilities:** The Contractor shall supply all materials, tools, machinery, safety plan, supplies, transportation, and staff to conduct work. All work must be coordinated with the Utilities Maintenance Supervisor or their designee.
- 8.7. **CITY Responsibilities:** The Utilities Maintenance Supervisor or their designee will coordinate with the Contractor to arrange for site access and provide direction on pump locations, and information about City activities that may impact the Contractor work schedule.
- 8.8. **Subcontractors.** Contractor shall not use subcontractors without the prior written approval of the CITY. Any contract resulting from this NIB and any amendments or supplements thereto shall not be assignable by the Contractor

either voluntarily or by operation of law without the written approval of the CITY and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

8.9. **Permits.** Contractors are required to obtain any applicable Federal, State and local permits. The City of Tracy does not require a permit for this work.

8.10. **Terms.** The initial term of this agreement is for three (3) years with the option to extend for an additional two (2) in any combination not to exceed full contract of five (5) years.

9. DISCRETION & LIABILITY WAIVER

The CITY reserves the right to reject all proposals or to request and obtain from one or more of the contractors submitting proposals supplementary information as may be necessary for CITY staff to analyze the proposals pursuant to the contractor selection criteria.

The City is not liable for costs incurred by the contractors for the cost of the proposal. The contractor, by submitting a response to this NIB, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this NIB.

All proposals shall be binding for a period of 90 days after the proposal's due date. The

City also reserves the following rights and options with respect to this NIB:

- To re-issue this NIB with or without change or modification, at any time prior to the City's execution of a General Services Agreement pursuant to this NIB.
- To cancel this NIB with or without issuing another notice inviting bids.
- To supplement, amend, substitute or otherwise modify this NIB at any time prior to the City's execution of a General Services Agreement pursuant to this NIB.
- To waive informality, defect, non-responsiveness and/or deviation from this NIB that is not, in the City's sole judgment, material to the proposal.
- To request modification of some or all the proposals following evaluation by the City.
- To request clarification of any proposals.
- To negotiate simultaneously, or otherwise, with one or more Respondents.
- To discontinue and resume negotiations with one or more Respondents.

10. **FORM OF AGREEMENT.** The attached form of General Services Agreement as referenced in Section 7 – Award of Agreement, of this NIB, will be used for the contract.

11. **COST OF SERVICE.** Bids are to be submitted in the form of dollars and prices bid must include total cost of project with detailed items such as delivery, labor, materials, and other charges in a separate sealed envelope. Bid prices must be good for the length of Agreement.
12. **COMPLIANCE WITH LAWS.** Contractor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of Tracy, and all governing bodies having jurisdiction applying to the work done or to be done under these Specifications.
13. **LICENSE.** Prior to beginning any work, the Contractor and all subcontractors shall obtain a City of Tracy Business License and other applicable license perform work.
14. **BID COMPLIANCE.** Submitted bid proposals should include all Contractor costs including labor, fleet, fuel, etc. Costs not included in the bid will be at the Contractor's expense.

Failure on the part of the Bidder to comply with all requirements and conditions of the Notice Inviting Bids or Instructions to Bidders may subject their bid to be rejected. No exception or deviation from these specifications will be considered unless each exception or deviation is specifically stated by the Bidder as an exception and/or deviation.

Appendices

Appendix A: Sample General Service Agreement

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026-2029**

Submittal Checklist

This checklist is provided to assist in the preparation of the Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Bid:

<input type="checkbox"/> Bidder Form	<input type="checkbox"/> Signatory Authority
<input type="checkbox"/> Cover Letter with signature	<input type="checkbox"/> Local Vendor Affidavit (if applicable)
<input type="checkbox"/> Bidder's Qualifications	<input type="checkbox"/> Three (3) Current References
<input type="checkbox"/> W-9	<input type="checkbox"/> Addenda Receipt
<input type="checkbox"/> Insurance Certificate or Acknowledgement Statement	<input type="checkbox"/> List of Similar Projects (if applicable)
<input type="checkbox"/> Bid Schedule	<input type="checkbox"/> Signature of Bidder
<input type="checkbox"/> Bid Security	

**BID FORM FOR
CITY OF TRACY, A MUNICIPAL CORPORATION
SAN JOAQUIN COUNTY, CALIFORNIA
FOR
PROFESSIONAL PUMP REPAIR SERVICES 2026-2029**

Name of Bidder: _____

Business Address: _____

City, State, Zip Code _____

Mailing Address: _____

City, State, Zip Code: _____

Phone: _____

Contact E-mail: _____

Website: _____

Complete/initial below and attach all items listed. Completed Bid Proposal must be delivered to the Public Works Department located at **520 S. Tracy Blvd, Gate 3, Tracy CA, 95376 NO LATER than 1:00 P.M., JANUARY 26, 2026** in a sealed envelope plainly marked on the outside with a return address and the statement:

**"SEALED BID FOR PROFESSIONAL PUMP REPAIR SERVICES 2026-2029– DO
NOT OPEN WITH REGULAR MAIL"**

SIGNATURE OF BIDDER

The undersigned declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that Bidder has examined the Scope of Services and can perform work.

Name of Firm Representative
Representative

Signature of Authorized Firm

Title

Date

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

ADDENDA RECEIPT

_____ (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addenda #_____ Signature _____

Signature _____ Date: _____

Title _____ Company Name _____

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

BIDDER'S QUALIFICATIONS

BIDDER'S EXPERIENCE

The Bidder's experience in work of a nature similar to that covered in this Bid extends over a period of _____ years.

Describe your competency and professional qualifications to perform the services outlined in the Scope of Services (Section 8).

The Bidder's has never failed to satisfactorily complete a contract awarded except as follows: (List all exceptions and reasons).

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

Bid Schedule

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
Total		\$

(If additional lines are required, Bidder can submit additional pages.)

BIDDER NAME: _____

END OF BID SCHEDULE

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

BID SECURITY

As a guarantee that, if awarded the Contract, the Bidder will perform its obligations under the Scope of Work, the Bidder encloses bid security in an amount equal to ten percent (10%) of its maximum bid amount, in one of the following forms:

- A cashier's check or certified check payable to City and issued by _____ in the amount of \$_____.
- A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

BID BOND

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the notice of award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
 - 2.2 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions for Bidders.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. Duration; Waiver. If Bidder fulfills its obligations under Section 2, above, then this obligation will be void; otherwise it will remain in effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code sections 2819 and 2845.

[Signatures are on the following page.]

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

This Bid Bond is entered into and effective on _____, 20____.

SURETY: _____
Business name

s/ _____

Name/Title

(Acknowledgement with Notary Seal for Surety, and Surety's Power of Attorney Certificate must be attached.)

CONTRACTOR: _____
Business name

s/ _____

Name/Title

END OF BID BOND

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

LIST OF PRINCIPALS/EMPLOYEES/AGENTS/SUBCONTRACTORS

NAME/ TITLE	QUALIFICATION/LICENSES/EXPERIENCES	# of HRS WORK ON PROJECT	TYPE OF WORK ON PROJECT

**CITY OF TRACY
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PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

LIST OF SIMILAR PROJECTS BIDDER HAD COMPLETED

Project Name	Project Dates	Project Description	Contact information	Contract Bid Amount	Project's Total Dollar Amount
			Name: Email: Phone #:		
			Name: Email: Phone #:		
			Name: Email: Phone #:		
			Name: Email: Phone #:		

**CITY OF TRACY
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CLIENT REFERENCES

Please list three current client references within the last 2 years:

Customer Name _____

Contact Name _____

Address _____

City/State/Zip _____

Phone _____

Customer Name _____

Contact Name _____

Address _____

City/State/Zip _____

Phone _____

Customer Name _____

Contact Name _____

Address _____

City/State/Zip _____

Phone _____

**CITY OF TRACY
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SIGNATORY AUTHORITY

Bidder shall provide the City with its signatory authority's name(s), title(s), and email address(es), who are authorized to sign a binding contract with the City on the behalf of its business. Bidder must also be in good standing with the California Secretary of state before they can enter into contracts. Bidder shall submit this information to the City.

Check One	Business Entity	Name/Title/Email Address
<input type="checkbox"/>	Corporation - one officer on the operation side and one from the finance side	
<input type="checkbox"/>	Limited Liability Company (LLC) – at least one managing member should sign as a managing member.	
<input type="checkbox"/>	Partnership – a general partner must sign as a general partner.	
<input type="checkbox"/>	Owner/Sole Proprietor – the owner must sign as either owner or sole proprietor.	

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

SIGNATURE OF BIDDER

Bidder agrees to be bound by its bid and, if awarded the work contemplated by this bid, to enter into a contract with the City of Tracy pursuant to and in accordance with the Scope of Services set forth in the NIB documents.

Name of Firm Representative

Signature of Firm Representative

Title

Date of Bid

THIS BID MUST BE SIGNED BY THE BIDDER

**CITY OF TRACY
NOTICE INVITING BIDS (NIB)
PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029**

Bid Name: PROFESSIONAL PUMP REPAIR SERVICES 2026 – 2029

**Local Vendor Affidavit
(Tracy Municipal Code Sections 2.20.030(g) and 2.20.230)**

The City of Tracy Local Vendor Preference may be applied to this NIB. If you qualify for this preference, please submit this Local Vendor Affidavit along with your response to this NIB.

Definition of Local Vendor:

Per Tracy Municipal Code 2.20.030(g), “local vendor” means a person or legal entity which has a place of business (other than a PO Box) within the City and a valid, current City of Tracy business license. The local business needs to be operating from a functional office, within the City limits, that is staffed with the company’s employees, during normal business hours.

Qualifications:

To qualify as a local vendor, the vendor shall submit with its NIB this completed Local Vendor Affidavit to document the following*:

- The business has a facility with a City of Tracy address
- The business will attribute the sales tax from the sale to the City of Tracy
- The business has had a City of Tracy business license for at least one year prior to the opening of the NIB

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Tracy Business License No. _____ Date License First Issued: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Name of Company Official (typed)

Date

Title of Company Official

Signature of Company Official

**CITY OF TRACY
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Submittal of false data will result in disqualification of local vendor preference.

*Additional supporting documentation that may be requested by the City to verify qualification includes:

- A copy of current SS2 form (State, Local & district Sales and Use Tax Return Form)
- Copy of current business license
- Proof of current business address

Provide additional sheets to answer additional requirements for NIB.

Request for Taxpayer
Identification Number and CertificationGo to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____</p> <p>5 Address (number, street, and apt. or suite no.). See instructions. _____</p> <p>6 City, state, and ZIP code _____</p> <p>7 List account number(s) here (optional) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or					
Employer identification number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**CITY OF TRACY
GENERAL SERVICES AGREEMENT**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and _____ [Complete name of legal business entity], a _____ [Business status, such as a California corporation] (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Contractor to perform XXX services OR provide XXX services; and
- B. [Include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: "On _____, the City issued a Request for Proposals (RFP) for the _____ [full project name and number] (**Project**). On _____, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services."]
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2024-_____ approved by Tracy City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: _____ [name of Representative]. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
 - 2.1 **Term.** The term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6. [OPTION TO EXTEND: This Agreement may be extended for an additional XX years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.]

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$ [REDACTED]. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. *[If Agreement is fixed or lump sum, revise this section and 3.1 accordingly, and be sure Exhibit B is consistent].*

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

3.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to

the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Contractor's Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

11. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

12. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

[Insert information for both City and Contractor]

To Contractor:

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

14.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents

that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11. Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

[Insert name and title of City employee (or Mayor) authorized to sign this particular Agreement.]

By: _____

Title: _____

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Contractor

[Insert complete legal name of business entity, and business status such as a California corporation, limited liability company, etc.]

By: _____

Title: _____

Date: _____

Federal Employer Tax ID No. _____

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: _____

Title: _____

Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

[Scope should address 1) who does the work (i.e. names of personnel performing work), if this is important; 2) the work or tasks to be performed; and 3) any deadlines for work, if any]

EXHIBIT B - Compensation

[If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language]