

REQUEST FOR STATEMENT OF QUALIFICATIONS

TYE PRESTON MEMORIAL



Where books are only the beginning.

PROJECT MANAGEMENT SERVICES FOR THE RENOVATION/EXPANSION OF THE TYE PRESTON MEMORIAL LIBRARY

SOQ #2024-002

ISSUED BY:

Canyon Lake Community Library District
16311 S Access Road
Canyon Lake, Texas 78133

SOQ 2024-002

December 12, 2024

{Proponent Name}
{Address}
{District, State, Zip}

Dear {Representative's Name},

The Canyon Lake Community Library District (the "District") invites you to submit a Statement of Qualifications ("SOQ") for Project Manager for the Renovation and Expansion of the Tye Preston Memorial Library.

The District appreciates your time and effort in preparing this SOQ. You must submit your SOQ in a sealed envelope marked "DO NOT OPEN - SOQ – Project Management Services for Renovation and Expansion of the Tye Preston Memorial Library" and deliver to the Office of the Library Director, 16311 S Access Road, Canyon Lake, Texas 78133 no later than January 17, 2025, at 2:00 p.m. Central Standard Zone, Central Standard Time (C.S.T.). The District will not accept SOQ's after the 2:00 p.m. submittal deadline.

Questions may be submitted no later than January 3, 2025.

SOQ's will be publicly acknowledged in the Tye Preston Memorial Library, Board Room, 16311 S. Access Road, Canyon Lake, Texas at 2:00 p.m. on January 17, 2025. All addenda are only available for viewing at and at www.tpml.org/procurement .

Award of the contract will be made in the Board Room at a meeting of the Board of Trustees. It is anticipated that the contract start date will be February 17, 2025. IT IS UNDERSTOOD that the District reserves the right to reject any/or all SOQ's/proposals as it deems in the best interest of the District.

Thank you,

Jenny Rodriguez
Library Director

2. TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.	LETTER REQUESTING STATEMENT FOR QUALIFICATIONS	1
2.	TABLE OF CONTENTS	2
3.	GENERAL SPECIFICATIONS	3
4.	SPECIAL PROVISIONS	6
5.	RESPONSE TO THE STATEMENT FOR QUALIFICATIONS	8
6.	SUBMISSION OF STATEMENT FOR QUALIFICATIONS	10
7.	EVALUATION OF STATEMENT FOR QUALIFICATIONS.....	12
8.	AWARD OF CONTRACT	13
9.	ATTACHMENT “A” REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (W-9)	15
10.	ATTACHMENT “B” PROPONENT INFORMATION QUESTIONNAIRE	19
11.	ATTACHMENT “C” SAMPLE CANYON LAKE COMMUNITY LIBRARY DISTRICT AGREEMENT FOR PROJECT MANAGEMENT SERVICES.....	22

3. GENERAL SPECIFICATIONS

A. TIMETABLE: The following is a timetable of the SOQ and subsequent Cost Proposal timeline:

SOQ Issued	December 15, 2024
Optional Questions Due	January 3, 2025
SOQ Due	January 17, 2025
Cost Proposals Due	Within five (5) days of request
Initiate Contract Negotiations	February 10, 2025
Anticipated Contract Start Date	February 17, 2025

B. INTRODUCTION: The Canyon Lake Community Library District (the “District”) is requesting SOQs from Project Management/Owner’s Representative develop, administer, and manage the Renovation and Expansion of the Tye Preston Memorial Library (the “Project”). The successful proponent will perform project management duties for the duration of the Project.

C. BACKGROUND: The Library is located at 16311 S Access Road in Canyon Lake, Texas. Canyon Lake is in the unincorporated portion of Comal County. The County is the fourth fastest growing county in the United States.

The legal service population of the District is 31,124 which is a 46% increase in the population from when the current building opened in 2010.

The current facility was opened on October 9, 2010. The building has 18,000 square feet and sits on almost 6 acres of land. In February 2023, the District procured 5.59 acres of property adjacent to the current facility. In 2010 we had 61,038 visitors, 3,854 in program attendance and 98,251 in physical checkouts. We have 24% more patrons visiting, 60% more attending our programs, and 29% more materials circulating.

There are eight full-time staff members, including the director and six part-time employees. The Library relies heavily on volunteers. In 2022 volunteers contributed 9517 hours of service.

The District will utilize a method of construction delivery in accordance with Section 2269 Subchapter D of the Texas Government Code for the Project.

D. SCOPE OF WORK: This SOQ identifies the District's minimum requirements. The Project Manager will provide services including but not limited to:

General

- Provide project management services for Planning Phase, Design Phase, Construction Phase and Close-out.
- Manage selection process of District's consultants and contractor(s) when necessary.
- Assist District in negotiating consultant and construction contracts for the District.
- Assist the District in coordinating their project team, including the A/E team, the contractor(s), and any independent subcontractors or consultants.
- Provide and/or coordinate responses to Architect and Consultant questions
- Coordinate any required test reports and inspections
- Provide prompt, written notice to architect of any defects, errors, or omissions
- Include the Architect in communications
- Become familiar with and coordinate all owner responsibilities set out in the Owner/Architect Contract
- Ensure Architect is meeting all contractual and Standard of Care obligations
- Coordinate with the District to define its expectations for the Project.
- Manage consultants for the coordination of Project issues that are required to be expedited through local authorities.
 - Provide monthly budget/cost reports and reconcile expenses against District ledger.
- Coordinate consultants required for completion of the Project.
- Manage Project contracts and provide payment recommendations.
- Review of the design documents during the design phase of the Project in order to identify potential areas of time and cost savings and to maintain budget.
- Manage an overall Project schedule that includes critical milestones for approvals, bidding, key meetings, and construction milestones.
- Manage the consultant and contractor compliance with insurance requirements.

Design and Preconstruction Management

- Coordinate with District to establish and clarify the Program for the proposed developments.
- Negotiate and manage consultant contracts, requests for Qualifications/Proposals and draft respective consultant agreements.
- Manage the design process.
- Prepare conceptual development budget and cash flow schedule (as requested).
- Make recommendations on construction delivery method and agreement to be used to engage contractor.
- Provide budget and cost tracking and reporting cash flow projections for the construction phase.
- Establish and maintain the program milestone schedule.
- Manage and maintain the budget.
- Manage the bidding and Contractor selection process.

SOQ 2024-002

- Coordinate and manage the delivery of schematic design, design development, construction documents, and bidding phases of the project.
- Validate project budget during design phase.
- Coordinate submission of project for governmental approvals.
- Verify initial evidence of insurance from consultants on the project.
- Review and process monthly payment requisitions.
- Update budget reports on a monthly basis.
- Reconcile monthly budget reports with District accounting department.

Construction Management

- Review and provide input to Construction Contractors Safety Program and report on any deviations or concerns
- Coordinate selection of contractors with District. Review proposals, check references, and quality of submission documents and prepare recommendations.
- Provide construction milestone updates to the District.
- Participate in Construction Project meetings.
- Coordinate pre-construction conferences.
- Coordinate contracting and manage testing agencies.
- Verify recording of bonds with the County Clerk (if applicable).
- Coordination of utility services for construction.
- Verify initial evidence of insurance from consultants and contractors on the project.
- Verify Builders risk insurance program
- Perform periodic site visits to evaluate the progress and quality of the work.
- Manage the Document Control system, including all RFI's, submittals, change orders
- Review and recommend payment of pay applications from the contractor(s).
- Update and reconcile monthly budget reports with District's accounting department
- Evaluate the proposed cost for project changes and verify estimates of the cost for project changes over a specified amount.
- Review the contractors' schedule and work with contractor(s) to proactively address schedule deviations.
- Make recommendations to the District regarding the scope of changes and the cost of changes.
- Address field issues that may delay the Project, add to the cost, or impact the anticipated design of the building; convene the parties as necessary to solve problems.
- Coordination with District facilities staff for transfer of responsibilities at construction completion.
- Punchlist validation and coordination.
- Coordinate distribution of O&M and closeout documents.
- Coordination of Final Lien waivers.
- Coordinate ACM/Environmental closeout report coordination.
- Coordinate Certificate of Occupancy to District
- Coordinate and attend eleven-month walkthrough
- Check for open liens with county clerk prior to Final Payment to contractors.

4. SPECIAL PROVISIONS

A. SUCCESSFUL PROPONENT BIDDING ON PROJECT: Selection of firm for this Project will preclude the firm or any subsidiary or financially related company from submitting bids for any construction, equipment or service associated with this project.

B. PREPARATION OF SOQ: Proponents are encouraged to prepare and submit concise and clear responses to this Request for SOQs (the "SOQ"). Responses of excessive length or complexity are discouraged. The District reserves the right to include the selected SOQ or any part of the selected SOQ in the final contract.

C. REIMBURSEMENT: The District makes no commitment to any proponent of this SOQ beyond consideration of the written SOQ. The District will not reimburse proponents for the costs incurred in preparing SOQs, presentations, etc.

D. COLLUSION: By submission of a SOQ, the Proponent certifies, and in the case of a joint SOQ each party certifies as to its own organization, that in connection with any cost proposal submitted by the Proponent, the prices which are quoted are not the product, direct or indirect, of any collusion with any other Proponent, and have not been knowingly disclosed by the Proponent directly or indirectly to any other proponent prior to submission to the District.

E. EFFECTIVE PERIOD OF SOQS: All SOQs must state the period for which the SOQ will remain in effect. Such period will not be less than 90 days from the SOQ due date. No SOQ's may be withdrawn prior to the effective period date.

F. ADDITIONAL INFORMATION: Inquiries regarding this SOQ will be submitted in written form only, and must be received by 5:00 p.m. Central Standard Zone, Central Standard Time (C.S.T.), ten (10) business days prior to the SOQ submission date. All inquiries must include a contact person and address. Inquires will be submitted to:

Library Director
16311 S Access Road
Canyon Lake, Texas 78133
Email: Director@tpml.org

G. Questions: Questions may be submitted on or before January 3, 2025. Responses will be provided by January 10, 2025. The purpose of the Question Period is to ensure:

- 1) a clear understanding of the District's needs;
- 2) the accuracy of specifications, descriptions, and solicitation terms, conditions, and documents; and
- 3) identifying any problems which might prevent obtaining the proper services, and identifying any issues that inhibit a fair and accurate solicitation or restrict competition.

H. ADDENDA: Any changes resulting from the questions submitted affecting the scope of work, or which may require an extension to the SOQ due date will be reduced to writing in the form of an addendum to this solicitation. All addendums can only be viewed at www.tpml.org/procurement. It is the Proponent's responsibility to check the above site to determine if the District has issued any addenda. Addenda will be issued no later than five (5) business days prior to the SOQ due date.

I. LOBBYING PROHIBITED: Potential proponents are prohibited from directly or indirectly communicating with District members regarding their qualifications or any other matter related to the eventual award of a contract for the services requested in this SOQ. Potential proponents are prohibited from contacting Library staff or evaluation committee members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. **Any violation will result in immediate disqualification of the Proponent from the selection process.**

J. EXPENSES:

1. The Proponent will pay for all travel and transportation expenses for its employees.
2. The Proponent will assume all communications expenses for its employees, including phone tolls, postage, etc.

K. PAYMENT: Prior to the execution of a contract for these services, the successful Proponent will complete a Request for Taxpayer Identification Number and Certification Form (See Attachment "A"). The District will not make payment against the contract until it has received the properly completed form. The successful Proponent will invoice the District for services rendered accompanied by the District's required documentation.

L. PROTESTS: A protest to the District's consideration of any SOQ must be submitted in writing and received by the Library Director no later than five (5) calendar days after the SOQ due date. A written reply to the protest will be sent to the protesting proponent by the Library Director. The protest must contain:

1. Identification of the statute or procedure that is alleged to have been violated;
2. A precise statement of the relevant facts;
3. Identification of the issues to be resolved; and
4. Aggrieved party's argument and supporting documentation.

M. CERTIFICATE OF INTERESTED PARTIES: A proponent who receives a contract award in an amount greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the District prior to the award of the contract. A contract, including a District-issued purchase order, will not be enforceable or legally binding until

SOQ 2024-002

the District receives and acknowledges receipt of the properly completed Form 1295 from the Proponent.

N. NON-SMOKING: All facilities where work is to be performed or Professional Services rendered are nonsmoking buildings. Project Manager and their employees are prohibited from smoking on Library property.

O. OPEN RECORDS REQUIREMENT. All documents submitted as part of the proponent's response will be deemed confidential during the evaluation process. Proponent's responses will not be available for review by anyone other than the District staff or its designated agents. Following award of contract, all SOQ's/Proposals become public documents and are available for public viewing upon written request to the District except where SOQ/Proposal information is considered to be confidential or a trade secret belonging to the Proponent and, if released would give advantage to a competitor. That information will be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Please note that all information is subject to the Texas Public Information Act.

P. AVAILABILITY OF FUNDS. In the event that sufficient funds are not available for the project, the District reserves the right to negotiate the scope of this contract, delay implementation, reject all SOQ's/Proposals, or award another type of contract other than that required in this SOQ.

5. RESPONSE TO THE STATEMENT FOR QUALIFICATIONS

The following items are required in each SOQ. In order to expedite the evaluation of the SOQs, Proponents will organize their SOQs in the sequence provided below. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the SOQ.

A. Cover Page:

- Must show the Respondent's name, address, telephone number(s), name of contact person(s), and date of transmission.

B. Table of Contents

- Clearly identify the materials by section and page number.

C. Letter of Transmittal

- Briefly state the Respondent's understanding of the services to be

performed and make a positive commitment to provide the services as specified.

- Give the name(s) of the persons who are authorized to make representations for the Respondent, including each representative's title, address, and telephone numbers.
- The letter must be signed by the Respondent or an authorized representative of the Respondent.

D. Statement of Qualification Contents

- **Project Approach / Project Management Plan.** An in-depth representation of the Respondent's understanding of the Request for Qualifications (RFQ) and project scope of work, in addition to proposed approach. The proposed approach should include a detailed work plan covering the overall approach to work including staffing, organization communication, and quality control. This subsection should include any specific thoughts or recommendations that the Respondent desires to bring forward which are not necessarily discussed in this RFQ, and that will further demonstrate that the Respondent's capabilities exceed that of competing individuals and firms.
- **Qualifications and Experience.** Provide specific qualifications and experience of the prospective project manager and any other key project personnel who will provide services on the Respondent's behalf. Resumes (maximum of one page each) should be included for each of the individuals referenced. Include a statement of the prospective project team's availability that shows their commitment to the project and location. Based upon the proposed project schedule, note any conflicts regarding the availability and location of the team members during performance of the contract.
- **Respondent's Location.** Describe the prospective project manager's permanent location and ability to be on site when required to perform the contract.

E. Statement Of Insurance

- Confirmation that the Respondent will provide general liability insurance, worker's compensation, and professional liability insurance for the project within ten (10) calendar days of receiving a Notice of Award.

F. PROPONENT INFORMATION QUESTIONNAIRE: In order to be considered responsive, each Proponent will submit, with its SOQ, the Proponent Information Questionnaire (Attachment "B"). Failure to address Section 5 (A – F) in detail will be sufficient reason to eliminate a SOQ from consideration.

6. SUBMISSION OF STATEMENT OF QUALIFICATION

Submit one (1) original and five (5) copies and a USB flash drive as a pdf file of the SOQ (as one file) label below by the date and time on the label below. The District will not accept SOQs after the 2:00 p.m. submittal deadline. The Proponent will attach the label below on the sealed envelope.

To the extent permitted by law, all documents pertaining to each SOQ received will be kept confidential until a contract is awarded. No information about any SOQ will be released to the public until the process is complete. The District is under no obligation to return SOQs.

It is the sole responsibility of the Proponent to ensure that its SOQ reaches the District's Library Director. All SOQ, unless otherwise specified, will be delivered to the address on the label no later than the time and date specified below. The Proponent is cautioned that it is responsible for delivery to the specific location cited below. Therefore, if your SOQ is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the address below. The District is not responsible for deliveries made to any place other than the specified address.

The District will not accept or consider SOQ received after the specified date and time.

SEALED STATEMENT OF QUALIFICATION ·	
DO NOT OPEN	
SEALED SOQ NO.: SOQ # 2024-002	
SOQ TITLE: PROJECT MANAGEMENT SERVICES FOR THE RENOVATION AND EXPANSION OF THE TYE PRESTON MEMORIAL LIBRARY	
DUE DATE/TIME: January 17, 2025, at 2:00 P.M.	
SUBMITTED BY: _____ (Name of Respondent)	
DELIVER TO:	Tye Preston Memorial Library Office of the Library Director 16311 S Access Road Canyon Lake, Texas 78133

Cut along the outer border and affix this label to your sealed SOQ envelope to identify it as a "Sealed Statement of Qualifications". Include the name of the company submitting the SOQ where requested.

7. EVALUATION OF STATEMENT OF QUALIFICATIONS

A. EVALUATION CRITERIA: The SOQs submitted in response to this request will be evaluated by a committee using a two-step process as described by the Professional Services Procurement Act (Texas Government Code, Chapter 2254). The District will initially evaluate the qualifications of firms submitting SOQs based on but not limited to the following criteria:

- A. Project Approach and Management Plan (35 Points)
 - 1. Understanding of RFQ and scope of work.
 - 2. Proposed approach.
 - 3. Detailed work plan.
 - 4. Documentation plan.
 - 5. Interaction and coordination.

- B. Project Manager's Qualifications and Experience (35 Points)
 - 1. Qualification and experience of the prospective project manager.
 - 2. Project manager's past performance on similar projects.
 - 3. Project team organization.
 - 4. Project manager's availability and commitment to the District and this contract.
 - 5. Project manager's ability to be on site on short notice.

- C. Respondent's Qualifications and Experience (30 Points)
 - 1. Experience with construction and quality assurance for the construction and renovation of public facilities.

The District reserves the right to request additional information or clarifications from all Proponents and to allow corrections of errors or omissions.

Optional: The District may request the short-listed proponents to participate in an interview and provide a presentation that is worth up to an additional 25 points per evaluator. Any additional points earned as part of this presentation will be added to the points the Proponents received in the first round of the evaluation to determine the total number of points.

In responding to this SOQ, the Proponent understands that the decision of the selection committee is final.

B. RANKING: All SOQs will be reviewed and ranked according to the criteria above, and proponents may be selected for interviews or oral presentations as may be necessary. The District makes no commitment to any proponent beyond consideration of the written

response to this SOQ. The District's draft agreement for project management contracts is attached as Attachment "C".

8. AWARD OF CONTRACT

A. NEGOTIATIONS: After selection of a proponent based on qualifications, the District will then enter into negotiations as to the terms of the agreement, all aspects of services, and the compensation to be paid to the Proponent. The District will enter into a contract with either a fixed fee or a percentage based fee structure.

1. Once a proponent has been asked to participate in the second phase of the contract award process, the Proponent will submit a cost proposal within five (5) calendar days of the District's request as follows:
 - (a) The cost proposal must include an official offer to undertake the proposed work at the quoted price and a detailed explanation of the quoted price. The costs identified in the proposal will include all costs for labor, materials and expenses. In addition, an hourly fee schedule must be submitted for use as the basis of any additional services. The cost proposal will show all costs for each phase of the project.
 - (b) The official offer will include a commitment to perform all financial responsibilities relative to the performance of the proposed contract including submitting all invoices and accounting for all funds.
 - (c) All cost proposals will remain in effect for 90 days from the date of the District's receipt of the cost proposal.

B. INABILITY TO REACH AGREEMENT: In the event the negotiations between the most qualified proponent selected and the District cannot be completed as a result of an inability to reach agreement on the fee for services, or the scope of work to be performed, then at the option of the District, the contract may be awarded to the second most qualified proponent. Negotiations will continue in this sequence until a contract is finalized or all proposals are rejected.

C. SUCCESSFUL PROPONENT'S DOCUMENTS: The successful Proponent will provide its proposal and any negotiated amendments to the proposal to the Director of the Tye Preston Memorial Library as an electronic Microsoft Office Word file.

D. CONTRACT AWARD: The selection of a Proponent and the execution of a contract, while anticipated, are not guaranteed by the District. The District reserves the right to determine which proposal is in the District's best interest and to award the contract on

SOQ 2024-002

that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proponent (after proposals are opened) if such is deemed to be in the best interest of the District.

E. FINAL CONTRACT:

1. The selected proponent will be required to assume responsibility for all services offered in its proposal, whether or not such services are provided by a subcontractor or joint venture arrangement. The selected proponent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
2. The selected proponent will be required to enter into a written contract with the District as drafted by the District. The District's terms and conditions for this contract are attached as Attachment "C". Where conflicts exist between the provisions of Attachment "C" and the provisions of this SOQ, the provisions imposing greater responsibility on the successful proponent will control.
3. This SOQ and the selected proponent's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proponent.

9. ATTACHMENT "A"

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
		Social security number : : : OR Employer identification number : : :
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).		
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 on page 4.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If 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: <ul style="list-style-type: none"> • 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). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: <ul style="list-style-type: none"> • The U.S. owner of a disregarded entity and not the entity, 		
Cat. No. 10231X		Form W-9 (Rev. 10-2007)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "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, generally you will 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.

Caution: A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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), 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 or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN or:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 and you may also enter your business or "DBA" name on the second name line. 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.) Also see Special rules for partnerships on page 1.

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, social security number (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 preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov 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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SOQ 2024-002

1. Have you had any contracts terminated for default or other performance reasons?
__ Yes __ No If yes, explain: _____

2. Has your firm been convicted of a criminal offense committed in Comal County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? __ Yes __ No If yes, has the conviction occurred within three years immediately preceding either the date of submission of a SOQ, or statement of qualifications or the date of award of the contract? __ Yes __ No If yes, explain: _____

3. Is your firm involved in pending investigation or criminal prosecution of a criminal offense alleged to have been committed in Comal County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? __ Yes __ No If yes, explain: _____

4. Does your firm have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? __ Yes __ No If yes, explain: _____

5. Does your firm have previous final judgments against the Library District for breach of contract, fraud misrepresentation or conversion? __ Yes __ No If yes, explain: _____

6. Has your firm failed to timely pay/remit sales tax, property tax, or utility payments to the Library District or Comal County? __ Yes __ No If yes, explain: _____

7. Has your firm refused to execute a contract following an award by the Library District? __ Yes __ No If yes, explain: _____

8. Has your firm violated the anti-lobbying provisions in a current or previous Library District procurement process by making contact with a member of the Library District prior to the award of a contract? __ Yes __ No If yes, explain: _____

9. I hereby certify that I have read Form I, Conflict of Interest Questionnaire (CIQ), and I agree and understand that the failure to disclose a conflict of interest and/or the failure to sign and submit Form CIQ, even if no conflict exists, after an award of a contract, may

SOQ 2024-002

result in cancellation of the contract. Acknowledge that you have read and understood that the District may not do business with your company without submittal of this form.

Yes No

Authorized Signature

Representing to be _____ of the Company.
Title

THIS FORM MUST BE SUBMITTED WITH YOUR SOQ

