San Mateo County Libraries

Agenda Item VI.

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| To: | JPA Governing Board |
| From: | Anne-Marie Despain, Director of Library Services |
| | Carine Risley, Deputy Director of Library Services |
| | Lindsey Freeland, Financial Services Manager |
| Date: | November 10, 2021 |
| Meeting: | November 15, 2021 |
| Re: | Approval of Library Policies |

## Background

As outlined in the Library Joint Powers Authority Agreement, the Library JPA Governing Board is responsible for creating, adopting and maintaining by-laws and related policies to provide for the conduct of library business as well as the services and programs of the system. San Mateo County Libraries policies provide the structure for the implementation of the Library's vision, mission and goals. A complete list of Board approved policies is attached. From time to time it is necessary to evaluate and update policies to reflect current library practices, uses and issues.

Additionally, under a staff services agreement between the Library JPA and County of San Mateo, all library staff are County employees and are responsible for following County policies including: Ethical Conduct, Political Activities, and Equal Employment Opportunity; these and other County Policies can be found at http://hr.smcgov.org/county-policies.

## Discussion

Staff is recommending the approval of three policies. The Library JPA's legal counsel has reviewed and provided input on the recommended policy changes.

Conflict of Interest Policy

The Library's established Conflict of Interest Policy was last approved by the JPA Governing Board in November 2018. To ensure conflict of interest codes remain current and accurate, the Political Reform Act requires every local government agency to review its policy biennially. The attached policy reflects minor updates.

Exhibit and Display Policy

The Exhibits and Display Policy was established June 2001, it is unclear if the policy was ever adopted or approved by the Governing Board. The recommended Exhibit and Display Policy has been updated to reflect the Library's current mission, outline existing practices in library spaces, and reflect the Board's direction on November 9, 2019 to clarify and broaden the policy in particular the hold harmless language.

Procurement Policy
The Procurement Policy was last approved by the Governing Board on February 8, 2021. It is recommended that the Library JPA adopt revisions to the policy to include a Small Business First Policy addendum. This addition is modeled after the State of California and University of California Small Business First policies and will help streamline the process for awarding procurements to California small businesses. In addition, other small edits are made to the policy to clarify the applicability of the competitive thresholds and to clarify language.

## Fiscal Impact

There is no fiscal impact associated with approving the recommended Library Policies.

## Recommendation

Recommend Library JPA Governing Board approve the Conflict of Interest Policy, Exhibit and Display Policy, and Procurement Policy. Operations Committee members present at the November 9, 2021 meeting concurred with this recommendation.

## Attachments

1. Library Policies Approved by the Governing Board

2. Conflict of Interest Policy – (Recommended)
2a. Conflict of Interest Policy – (Revisions)

3. Exhibit and Display Policy – (Recommended)
3a. Exhibit and Display Policy – (Revisions)

4. Procurement Policy (Recommended)
4a. Procurement Policy (Revisions)

## Library Policies

- Behavior Policy – November 7, 2016
- Child Safety Policy – November 7, 2016
- Communications Policy – February 5, 2018
- Community Bulletin Board Policy – November 7, 2016
- Conflict of Interest Policy – November 5, 2018
- Fund Balance Policy – June 12, 2017
- Furnishings and Equipment Funding Policy – June 9, 2014
- Gift and Donation Policy – November 5, 2018
- Guidelines for Addressing the JPA – November 2005
- Implied Consent Policy – November 7, 2016
- Investment Policy – November 6, 2017
- Library Building Planning Policy – November 7, 2011
- Library Renovations Policy – September 8, 2008
- Material Access and Selection Policy – November 5, 2018
- Privacy Policy – November 4, 2019
- Procurement Policy – February 8, 2021
- Public Computers, Devices and Internet Access Policy – November 7, 2016
- Suspension of Library Privileges – November 19, 2002
- Sustainability Policy – November 9, 2020
- Website Policy – November 7, 2016

**CONFLICT OF INTEREST POLICY – (Recommended)**

**Background and Purpose**

The Political Reform Act of 1974 (Government Code Sections 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. This regulation and any amendments thereto may be incorporated by reference by local agencies and, together with the designation of employees and disclosure categories, meets the requirements of the Political Reform Act.

The purpose of this Conflict of Interest Policy is to provide for the disclosure of investments, real property, income and business positions of the San Mateo County Library Joint Powers Authority (Library) Governing Board members, Operations Committee members, and designated Library officials and employees whose official decisions and actions may materially affect the award of contracts and other financial decisions of the JPA, and provide for the disqualification of designated officials and employees from participation in Governing Board decisions in which they may have a financial interest.

**Adoption of Conflict of Interest Code**

The terms of Title 2 California Code of Regulations Section 18730 are hereby incorporated by reference and, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the San Mateo County Library Joint Powers Authority.

Pursuant to the Political Reform Act and its regulations, all designated positions shall file statements of economic interests with the Library, which shall retain a copy and forward the originals to the San Mateo County Assessor - County Clerk - Recorder, which shall be the filing officer. The San Mateo County Board of Supervisors shall be the code reviewing body and shall be officially responsible for receiving and retaining statements of economic interests filed with San Mateo County.

Subsequent amendments to Title 2 California Code of Regulations Section 18730 duly adopted by the Fair Political Practices Commission, after public notice and hearings, are also incorporated by reference unless the Library Governing Board, within 90 days after the date on which an amendment to Section 18730 becomes effective, adopts a resolution providing that the amendment is not to be incorporated into this Code.

## Appendix

### List of Designated Positions and Description of Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the person's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including but not limited to late fines.

| Designated Positions | Disclosure Category |
|---|---|
| Governing Board Members | 1, 2, 3, 4 |
| Operations Committee Members | 1, 2, 3, 4 |
| Director of Library Services* | 1, 2, 3, 4 |
| Deputy Director of Library Services* | 1, 2, 3, 4 |
| Financial Services Manager* | 1, 2, 3, 4 |
| Consultants** | 1, 2, 3, 4 |

*The Director of Library Services, Deputy Director of Library Services, and Financial Services Manager are County employees and as such, file disclosure statements with San Mateo County.

**The Library Director and Attorney for the Library JPA shall review the duties and authority of all consultants retained by the Governing Board. Those consultants who, within the meaning of Title 2 Ca. Code of Regulations 18700 (a) (2) are required to file statements of economic interests, shall do so. During each calendar year, the Library shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

### Disclosure Categories

Category 1. A designated official or employee assigned to Category 1 is required to disclose direct or indirect investments in any business entity that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 2. A designated official or employee assigned to Category 2 is required to disclose interests in any real property that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 3. A designated official or employee assigned to Category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to Category 4 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

**CONFLICT OF INTEREST POLICY – (Revisions)**

**Background and Purpose**

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**Adoption of Conflict of Interest Code**

The terms of Title 2 California Code of Regulations Section 18730 are hereby incorporated by reference and, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the San Mateo County Library Joint Powers Authority.

Pursuant to the Political Reform Act and its regulations, all designated positions shall file statements of economic interests with the Library, which shall retain a copy and forward the originals to the San Mateo County Assessor - County Clerk - Recorder, which shall be the filing officer. The San Mateo County Board of Supervisors shall be the code reviewing body and shall be officially responsible for receiving and retaining statements of economic interests filed with San Mateo County.

Subsequent amendments to Title 2 California Code of Regulations Section 18730 duly adopted by the Fair Political Practices Commission, after public notice and hearings, are also incorporated by reference unless the Library Governing Board, within 90 days after the date on which an amendment to Section 18730 becomes effective, adopts a resolution providing that the amendment is not to be incorporated into this Code.

## Appendix

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Category 3. A designated official or employee assigned to Category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to Category 4 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

**EXHIBITS AND DISPLAYS POLICY – (Recommended)**

San Mateo County Libraries welcome exhibits and displays that strengthen our community by creating an inclusive sense of place and an environment for learning.

Libraries with dedicated exhibit or display spaces may showcase content prepared by the Library, Friends of the Library, Foundation for San Mateo County Libraries, or other partner organizations. When exhibits are not being used by the Library or other partner organizations, the space may be temporarily offered to members of the public based on the terms outlined below:

- All displays in the Library will be open to the public for viewing, free of charge, and free of commercial advertising and direct solicitation.

- The Library will not exhibit information or art about political candidates or issues that are currently on the ballot or being heard in the Legislature, or are otherwise not within the mission of the Library. It is the intent of the Library that occasionally making its unused exhibit space open to members of the public will not create an open forum for public discussion and debate but should be limited to exhibitions which are consistent with the mission of the Library.

- All exhibits will clearly identify the individual or group responsible for the exhibit.

- The provision of exhibit spaces for public use does not constitute or imply Library endorsement of the beliefs or viewpoints of topics advocated by the exhibits or the individuals or groups responsible for an exhibit.

- The Library has final authority over the review, selection and arrangement of all exhibitions and will base selection of exhibitions using the following criteria:
  - Connection to Library mission, vision and goals
  - Relevance to local communities and priorities
  - Suitability of artwork to the available space

- The Library does not provide insurance coverage for displays and cannot assume responsibility for loss of or damage to exhibited materials. Exhibitors will assume all such responsibility.

- Artwork remains the property of the exhibitor.

- Each exhibitor is responsible for the timely installation and removal of the exhibit during regular Library hours as arranged with the Library. Exhibitions must remain within pre-designated display spaces.

- Exhibitors assume responsibility for any damage to Library property resulting from their use of Library facilities. The Library or the City which owns the building may assess charges for damage.

- Library staff cannot facilitate sales. Contact information for the exhibitor may be provided as part of the exhibit for interested parties to inquire about purchases.

- Items on display may be photographed and reproduced in library publications and/or for publicity purposes connected with the exhibit. The Library may promote exhibits as staff capacity allows, but exhibitors are not entitled to Library promotional efforts.

- The Library reserves the right to cancel an exhibit space reservation for any reason.

- The Library retains the right to deny the space to any user whose planned use of the space does not comply with these terms. Violation of these terms may result in denial of future access to the space.

For consideration, exhibitors must complete a Library Exhibit and Display Agreement and agree to waive any right or cause of action, of any kind whatsoever, arising as a result of damage or theft from which any liability may or could accrue to the Library or their agents individually.

**EXHIBIT AND DISPLAY AGREEMENT**

Please review the Exhibit and Display policy before completing an application.

Name of exhibitor or organization:_____

Person Responsible: _____

Mailing Address_____

City/State/Zip: _____

Phone: _____

Email: _____

Title of exhibit: _____

Brief description of exhibit:_____

Audience: _____

Number of items in exhibit: _____

Desired dates of exhibit: _____

Exhibit space requested: _____

**Hold Harmless Agreement**

I agree to waive and release any right, claim, liability or cause of action, of any kind whatsoever, arising as a result of damage to or theft of my property, which I might otherwise assert against the Library or their agents individually, including claims that Library and/or its staff were negligent. I hold the Library, City, County, and their employees harmless for all liabilities, claims and loss resulting from any damage or loss to the display. As Exhibitor I assume all legal responsibility for any loss or damage, destruction or theft of any part of my property on display.

**Signature**: _____**Date:** _____

**EXHIBITS AND DISPLAYS POLICY – (Revisions)**

San Mateo County Libraries welcome exhibits and display that strengthen our community by creating an inclusive sense of place and an environment for learning.
~~The San Mateo County Library's Mission is to connect our diverse community with opportunities for individual growth and enrichment. In keeping with this mission, the Library features exhibit space in as many of their facilities as possible.~~

Libraryies with dedicated exhibit or display spaces may showcase ~~be used for exhibits or displays~~ content prepared by the Library, Friends of the Library, ~~and~~ Foundation for San Mateo County Libraries, ~~Foundation groups~~, or other ~~Library-related~~ partner organizations. When exhibit spaces are not being used by the Library or ~~Library-related~~ other partner organizations, the space ~~will be available to the public on equal terms, regardless of the beliefs or affiliations of individuals or groups requesting their use.~~may be temporarily offered to members of the public based on the terms outlined below:

~~The terms for public use of exhibit spaces are:~~

- ~~Exhibit spaces are available to organizations and individuals engaged in educational, cultural, informational, intellectual, and charitable activities.~~
- All displays in the Library will be open to the public for viewing, free of charge, and free of commercial advertising and direct solicitation.

- The Library ~~Users may~~ will not exhibit information or art about political candidates or issues that are currently on the ballot or being heard in the Legislature, or are otherwise not within the mission of the Library. It is the intent of the Library that occasionally making its unused exhibit space open to members of the public will not create an open forum for public discussion and debate but should be limited to exhibitions which are consistent with the mission of the Library.
- ~~The space is not intended for on-going exhibits. Scheduling will be limited as necessary to insure equitable access to the space for the entire community.~~

- All exhibits will clearly identify the individual or group responsible for the exhibit.

- The provision of exhibit spaces for public use does not constitute or imply Library endorsement of the beliefs or viewpoints of topics advocated by the exhibits or the individuals or groups responsible for an exhibit.

- The Library has final authority over the review, selection and arrangement of all exhibitions and will base selection of exhibitions using the following criteria:
  - Connection to Library mission, vision and goals
  - Relevance to local communities and priorities
  - Suitability of artwork to the available space

- The Library does not provide insurance coverage for displays ~~or exhibit items~~, ~~nor~~ and cannot assume~~s~~ responsibility for loss of or damage to exhibited materials. Exhibitors will assume all such responsibility.

- ~~The provision of exhibit spaces for public use does not constitute Library endorsement of the beliefs or viewpoints of topics advocated by exhibits or the individuals or groups responsible for an exhibit.~~
- ~~The exhibit will include a clearly visible sign identifying the individual or group responsible for the exhibit.~~

- Artwork remains the property of the exhibitor.

- Each exhibitor is responsible for the timely installation of the exhibit during regular Library hours as arranged with the Library. Exhibitions must remain within pre-designated display spaces.

- ~~Exhibitors assume responsibility for removing the exhibit at the time and in the manner specified when they schedule the exhibit. The Library cannot accept responsibility for any safekeeping during or after removal of materials from the display area~~

- Exhibitors assume responsibility for any damage to Library property resulting from their use of Library facilities. The Library or City which owns the building may assess charges for damage.

- ~~Materials exhibited may be offered for sale, though the Library does not participate in a sale. A price list of all works, furnished by the exhibitor may be available at the Public Service desk, so that library staff can provide information to the public who inquire.~~

- Library staff cannot facilitate sales. Contact information for the exhibitor may be provided as part of the exhibit for interested parties to inquire about purchases.

- Items on display may be photographed and reproduced in library publications and/or for publicity purposes connected with the exhibit. The Library may promote exhibits as staff capacity allows, but exhibitors are not entitled to Library promotional efforts.

- The Library reserves the right to cancel a reservation for exhibit space if the space is required for any reason. ~~use by the Library or Library-related organizations.~~

- The Library retains the right to deny the space to any user whose planned use of the space does not comply with these terms. Violation of these terms may result in denial of future access to the space.

For consideration, exhibitors must complete a Library Exhibit and Display Agreement and agree to waive any right or cause of action, of any kind whatsoever, arising as a result of damage or theft from which any liability may or could accrue to the Library or their agents individually.

**EXHIBIT AND DISPLAY AGREEMENT**

Please review the Exhibit and Display policy before completing an application.

Name of exhibitor or organization: _____

Person Responsible:_____

Mailing Address: _____

City/State/Zip: _____

Phone~~ #~~: Home: _____

Work: _____Email:_____

Title of Exhibit: _____

Brief description of Exhibit: _____

Number of items to display: _____

Audience: _____

Desired dates of exhibit~~/display~~: _____

Exhibit~~/display~~ space requested:

**Hold Harmless Agreement**

I agree to waive and release any right, claim, liability or cause of action, of any kind whatsoever, arising as a result of damage or theft of my property, ~~from~~ which I might otherwise assert against ~~any liability may or could accrue to~~ the Library or their agents individually, including claims that Library and/or its staff were negligent. I hold the Library, City, County, and their employees harmless for all liabilities, claims and loss resulting from any damage or loss to the display. As Exhibitor I assume~~s~~ all legal responsibility for ~~and~~ any loss or damage, destruction or theft of any part of my property on ~~its exhibited~~ display.~~, and waives any and all rights that exhibitor may have against the Library for such damage, destruction or theft.~~

**Signature**: _____**Date**:_____

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**PROCUREMENT POLICY - (Recommended)**

**Background and Purpose**

In all matters related to procurement, the San Mateo County Libraries is committed to ensuring that goods and services are of high quality, available when needed, and competitively priced. We are dedicated to maintaining the highest standards of professional behavior and ethical conduct in public purchasing.

This policy is intended to detail the process by which the Library will obtain goods (tangible) and services (non-tangible) and also establishes guidelines and internal controls to provide reasonable assurance that the procurement process is fair, open and competitive.

**General Provisions**

1. Administration: The Director of Library Services is ultimately responsible for procurement administration to ensure full compliance with these activities and all established terms and conditions.

2. Local Preference: When the combination of price, quality and terms and conditions are substantially equal, the Library shall give preference in purchasing to San Mateo County-based goods and service providers.

3. Minority, Women Owned, and Small Business Solicitations: Where possible, efforts should be made to solicit proposals from small businesses, and women- and/or minority-owned businesses.

4. Term: The length of the contract term (beginning and ending date) may vary depending on the type of contract, but the term must not be more than five years. The maximum five-year term includes any amendments to the contract term. Language must also include a detailed scope of work, a description of the deliverables, due dates, payment amount, payment rates, payment process and schedule.

5. Splitting Contracts: Efforts to split a contract into two or more contracts for the purpose of circumventing dollar limits on approval processes or other requirements are prohibited.

6. Insurance Requirements: The following are the Library's standard insurance requirements for contracts which may be adjusted based on the nature of the goods and services being provided. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any

and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than $1,000,000. All contractors performing work/services with the County Library must have a minimum of $1 million general liability insurance, $1 million auto insurance, and, to the extent legally required, statutory workers' compensation insurance, and the County Library must be named as an additional insured by insurer-issued written endorsement, a copy of which shall be provided to the Director of Library Services prior to initiation of work by contractor. Carrier's liability insurance at $0.60 per pound, per item will also be provided.

**7.** Legal Review: Contracts for services and vendor agreements above $200,000, or agreements that do not use the Library's standard templates, shall be reviewed by the Library's legal counsel to approve as to form and legality.

**8.** Authorized Signatures:
The following are authorized to approve invoices based on the amounts listed below:

| | |
|---|---|
| Library Managers: | $4,999 and Below |
| Director of Library Services | $200,000 and Below |
| Chair, Library JPA Governing Board | $200,001 and Above |

The following are authorized to execute agreements, contracts, and amendments or change orders based on the amounts listed below:

| | |
|---|---|
| Director of Library Services | $200,000 and Below |
| Chair, Library JPA Governing Board | $200,001 and Above |

The value of an agreement shall be determined by the total amount of the agreement. For example, if a contract is for $120,000 per year for a total of two years, its value is $240,000.

**9.** Contract Amendments: If an existing current contract requires a change, the contract must be amended. The amendment then becomes part of the existing contract. Examples of changes include an extension of the term, a change in the amount of the contract, modifications to the scope of work, or new standard contract language that was not in place at the time of the original contract.

The requirements described in this memorandum also apply to contract amendments. If an amendment causes a contract's total payment amount to exceed $200,000, all requirements for contracts exceeding $200,000, including the requirement for approval by the JPA Governing Board Chair, must be met. Contract amendments must not be used to circumvent solicitation requirements when a contract's total payment amount would be reasonably expected to exceed $200,000.

If a project under contract is underway and extenuating circumstances require an amendment that causes the contract total amount to exceed $200,000, an exception to the competitive process, where legally justified, may be approved by the JPA Governing Board Chair.

**10.** Library as Independent Contractor: When the Library receives financial compensation from a third party for the Library's provision of services, the Director of Library Services is authorized to approve and execute agreements $200,000 and below. All contracts in which the Library receives more than $200,000 must be approved by the Chair of the Library JPA Governing Board.

**11.** The Library Joint Powers Authority allows the Library to award a procurement to a certified small business up to $200,000 without being competitively bid, so long as the Library follows the guidelines established in the SMCL Small Business First policy.

**12.** The competitive thresholds outlined in this policy and the SMCL Small Business First policy refer to the total value of goods and/or services, of the same general classification, purchased from a single vendor in one fiscal year period or, if a contract is awarded, the total not to exceed amount for all years under the contract.

**Selection Process for Procuring Services**

Services refer to professional and non-professional services that provide support to and facilitate Library operations.

**1.** Services $4,999 and Below: A formal Request for Proposal (RFP) process is not required. However, internal procedures should be employed to ensure that the selection process is fair, that the provider is qualified, and that the cost is competitive.

**2.** Services $5,000 to $200,000: A formal RFP process is not required. However, staff are expected to exercise their best efforts to obtain a minimum of three quotes from potential providers. The results of another public agency's competitive process may also be used. Staff must document how and why each provider was selected.

**3.** Services $200,001 and Above: This category requires that a formal Request for Proposals (RFP) process be followed. RFPs shall be posted on the Library's website along with all answers to questions submitted by potential vendors. The purpose of this process is to ensure that the Library receives the best value in obtaining services. Another purpose of the RFP is to encourage competition and ensure that all qualified providers are given an opportunity to be considered. The determination of "best value" is not based solely on the lowest price or the highest quality. It involves a subjective weighting of efficiency, quality, and economy, and a recommendation as to how the services might best be provided. The outcome of the evaluation of proposals should be regarded as the recommendation of the provider with whom negotiations will be

initiated regarding the work and the terms of the contract. The results of another public agency's competitive process may also be used.

Contracts for professional services will generally be awarded pursuant to the above guidelines; however, it is recognized that the Library's need for consultant services will vary from situation to situation, and accordingly, flexibility will be provided in determining the appropriate evaluation and selection process to be used in each specific circumstance.

**Selection Process for Procuring Goods**

Goods refer to the goods, materials, software, equipment, furniture, supplies and related services procured by the Library.

1. Goods $1 to $4,999: Specific purchasing requirements are not ordinarily expected for this level of purchase. However, the use of competitive quotations, when reasonably practical, ensures the acquisitions are of sound value and guards against bias.

2. Goods $5,000 to $200,000: This category requires that informal or open market procedures be followed. An open market solicitation is used to purchase goods by soliciting from any available source, and whenever practical be based on a least three quotes and awarded to the lowest and most responsive and responsible provider. Staff must document how and why goods were selected. The results of another public agency's competitive process may also be used. An open-market blanket purchase order may be established for goods for which the Library has a recurring need on an "as-needed" basis.

3. Goods $200,001 and Above: This category requires that a formal Request for Quotations (RFQ) process be followed. RFQs shall be posted on the Library's website along with all answers to questions submitted by potential vendors. Bids are to be evaluated based on the requirements and criteria set forth in the RFQ. The evaluation shall be based on the face value of the bid and, when applicable, consider the following cost factors: the total bid price including discounts, the unit or extended price, hour rates for specified personnel, maintenance costs and warranty provisions, the cost and rate of freight shipping and handling, assembly and start up. The evaluation shall also include consideration of the following responsibility and responsiveness factors when applicable: general reputation and experience of the bidder, adherence to the requirements and condition of the RFQ, quality and quantity of merchandise offered, compatibility with existing systems, overall completeness of the commodity line offered and delivery or completion date. After the bids are evaluated, the award shall be made to the lowest responsible responsive bidder. The results of another public agency's competitive process may also be used. An open-market blanket purchase order may be established for goods for which the Library has a recurring need on an "as-needed" basis.

## Exceptions

The competitive procurement requirements of this policy may not apply if, under particular circumstances, an exception is warranted and legally justified. If an exception applies, written approval of the exception must be obtained from the Director of Library Services.

The following are examples of circumstances that may be considered in authorizing case-by-case exceptions to this policy. These options should only be utilized when justified and necessary to meet the Library's needs and supported by objective analysis and documentation.

- Sole Source and Single Source procurements are used when obtaining products or services. A Sole Source procurement occurs if it has been determined that there is only one source for the required product or service. A Single Source procurement is a sourcing method used to procure a product or service from one source, without soliciting competition, even though there are other vendors that can provide the product or service.
- Competition is precluded because of the existence of patent rights, copyrights, or similar circumstances and there is no equivalent item or service.
- The procurement is for replacement parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment as the part or component to be replaced.
- The procurement is for upgrades, enhancements or additions to hardware or for enhancements or additions to software, and no information or data is available to ensure that equipment or software from different manufacturers or developers will be as compatible as equipment or software from the original manufacturer(s) or developer(s), or would void or invalidate a manufacturer's warranty or guarantee.

## Small Business First Policy

San Mateo County Libraries is committed to supporting California small businesses. This policy, which is adapted from the State of California and the University of California Small Business First programs, will facilitate the Library in granting more procurement opportunities to California small businesses. The Small Business First policy is established under the following guidelines:

**1.** General Requirements: For the purchase of goods and/or services valued up to $200,000, that cannot already be procured through existing agreements, the Library may seek to award these procurements to a certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) based in California.

   To purchase goods and/or services valued up to $100,000, the Library must only obtain one (1) quote from either a certified SB or DVBE based in California. To purchase goods and/or services valued between $100,001-$200,000, the Library must obtain at least two (2) quotes from certified SB or SVBE based in California.

Note: Any reference to certified Small Businesses includes Microbusinesses (MB). For vendors that submit a W9 selecting "Individual/sole proprietor or single-member LLC" as their business type, commonly referred to as “microbusinesses” of “self-employed,” they will be assumed to be a small business and will not be required to provide a Small Business certification unless payment to the vendor exceeds $15,000 in a single fiscal year or over the term of a contract. If the result of the procurement will exceed the $15,000 threshold, proof of certification will be required to qualify under the Small Business First policy.

Businesses must be certified by the California Department of General Services Office of Small Business and DVBE Services (OSDS) or other accepted certifying agency. The list of acceptable certifications will be approved by the Director of Library Services and posted on the Library’s website and will be updated as needed.

**2.** Quotes Not Attained: If the Library is unable to obtain the necessary quotes form a SB or DVBE, the purchase will be subject to the standard competitive thresholds and processes outlined in the Library procurement policy.

**3.** Program Exemptions: The following purchase and/or agreement types are exempt from the Small Business First policy: interagency, federal government, research sub-awards, local government, higher education institutions, revenue/reimbursement contracts, statutorily exempt, policy exempt, emergency, local assistance/subvention, proprietary contracts, and situations where the nature of the product or service sought, per the Director of Library Services’ discretion, precludes use of a small business. The Small Business First program does not apply to circumstances where Federal, grant, court decision, or court order requirements dictate how funds can be expended.

**PROCUREMENT POLICY - (Revisions)**

**Background and Purpose**

In all matters related to procurement, the San Mateo County Libraries is committed to ensuring that goods and services are of high quality, available when needed, and competitively priced. We are dedicated to maintaining the highest standards of professional behavior and ethical conduct in public purchasing.

This policy is intended to detail the process by which the Library will obtain goods (tangible) and services (non-tangible) and also establishes guidelines and internal controls to provide reasonable assurance that the procurement process is fair, open and competitive.

**General Provisions**

1. Administration: The Director of Library Services is ultimately responsible for procurement administration to ensure full compliance with these activities and all established terms and conditions.

2. Local Preference: When the combination of price, quality and terms and conditions are substantially equal, the Library shall give preference in purchasing to San Mateo County-based goods and service providers.

3. Minority, Women Owned, and Small Business Solicitations: Where possible, efforts should be made to solicit proposals from small businesses, and women- and/or minority-owned businesses.

4. Term: The length of the contract term (beginning and ending date) may vary depending on the type of contract, but the term must not be more than five years. The maximum five-year term includes any amendments to the contract term. Language must also include a detailed scope of work, a description of the deliverables, due dates, payment amount, payment rates, payment process and schedule.

5. Splitting Contracts: Efforts to split a contract into two or more contracts for the purpose of circumventing dollar limits on approval processes or other requirements are prohibited.

6. Insurance Requirements: The following are the Library's standard insurance requirements for contracts which may be adjusted based on the nature of the goods and services being provided. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any

and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than $1,000,000. All contractors performing work/services with the County Library must have a minimum of $1 million general liability insurance, $1 million auto insurance, and, to the extent legally required, statutory workers' compensation insurance, and the County Library must be named as an additional insured by insurer-issued written endorsement, a copy of which shall be provided to the Director of Library Services prior to initiation of work by contractor. Carrier's liability insurance at $0.60 per pound, per item will also be provided.

**7.** Legal Review: Contracts for services and vendor agreements above $200,000, or agreements that do not use the Library's standard templates, shall be reviewed by the Library's legal counsel to approve as to form and legality.

**8.** Authorized Signatures:
The following are authorized to approve invoices based on the amounts listed below:

| | |
|---|---|
| Library Managers: | $4,999 and Below |
| Director of Library Services | $200,000 and Below |
| Chair, Library JPA Governing Board | $200,001 and Above |

The following are authorized to execute agreements, contracts, and amendments or change orders based on the amounts listed below:

| | |
|---|---|
| Director of Library Services | $200,000 and Below |
| Chair, Library JPA Governing Board | $200,001 and Above |

The value of an agreement shall be determined by the total amount of the agreement. For example, if a contract is for $120,000 per year for a total of two years, its value is $240,000.

**9.** Contract Amendments: If an existing current contract requires a change, the contract must be amended. The amendment then becomes part of the existing contract. Examples of changes include an extension of the term, a change in the amount of the contract, modifications to the scope of work, or new standard contract language that was not in place at the time of the original contract.

The requirements described in this memorandum also apply to contract amendments. If an amendment causes a contract's total payment amount to exceed $200,000, all requirements for contracts exceeding $200,000, including the requirement for approval by the JPA Governing Board Chair, must be met. Contract amendments must not be used to circumvent solicitation requirements when a contract's total payment amount would be reasonably expected to exceed $200,000.

If a project under contract is underway and extenuating circumstances require an amendment that causes the contract total amount to exceed $200,000, an exception to the competitive process, where legally justified, may be approved by the JPA Governing Board Chair.

**10.** Library as Independent Contractor: When the Library receives financial compensation from a third party for the Library's provision of services, the Director of Library Services is authorized to approve and execute agreements $200,000 and below. All contracts in which the Library receives more than $200,000 must be approved by the Chair of the Library JPA Governing Board.

**11.** The Library Joint Powers Authority allows the Library to award a procurement to a certified small business up to $200,000 without being competitively bid, so long as the Library follows the guidelines established in the SMCL Small Business First policy.

**12.** The competitive thresholds outlined in this policy and the SMCL Small Business First policy refer to the total value of goods and/or services, of the same general classification, purchased from a single vendor in one fiscal year period or, if a contract is awarded, the total not to exceed amount for all years under the contract.

**Selection Process for Procuring Services**

Services refer to professional and non-professional services that provide support to and facilitate Library operations.

**1.** Services $4,999 and Below: A formal Request for Proposal (RFP) process is not required. However, internal procedures should be employed to ensure that the selection process is fair, that the provider is qualified, and that the cost is competitive.

**2.** Services $5,000 to $200,000: A formal RFP process is not required. However, staff are expected to exercise their best efforts to obtain a minimum of three quotes from potential providers. The results of another public agency's competitive process may also be used. Staff must document how and why each provider was selected.

**3.** Services $200,001 and Above: This category requires that a formal Request for Proposals (RFP) process be followed. RFPs shall be posted on the Library's website along with all answers to questions submitted by potential vendors. The purpose of this process is to ensure that the Library receives the best value in obtaining services. Another purpose of the RFP is to encourage competition and ensure that all qualified providers are given an opportunity to be considered. The determination of "best value" is not based solely on the lowest price or the highest quality. It involves a subjective weighting of efficiency, quality, and economy, and a recommendation as to how the services might best be provided. The outcome of the evaluation of proposals should be regarded as the recommendation of the provider with whom negotiations will be

initiated regarding the work and the terms of the contract. The results of another public agency's competitive process may also be used.

Contracts for professional services will generally be awarded pursuant to the above guidelines; however, it is recognized that the Library's need for consultant services will vary from situation to situation, and accordingly, flexibility will be provided in determining the appropriate evaluation and selection process to be used in each specific circumstance.

**Selection Process for Procuring Goods**

Goods refer to the goods, materials, software, equipment, furniture, supplies and related services procured by the Library.

1. Goods $1 to $4,999: Specific purchasing requirements are not ordinarily expected for this level of purchase. However, the use of competitive quotations, when reasonably practical, ensures the acquisitions are of sound value and guards against bias.

2. Goods $5,000 to $200,000: This category requires that informal or open market procedures be followed. An open market solicitation is used to purchase goods by soliciting from any available source, and whenever practical be based on a least three quotes and awarded to the lowest and most responsive and responsible provider. Staff must document how and why goods were selected. The results of another public agency's competitive process may also be used. An open-market blanket purchase order may be established for goods for which the Library has a recurring need on an "as-needed" basis.

3. Goods $200,001 and Above: This category requires that a formal Request for Quotations (RFQ) process be followed. RFQs shall be posted on the Library's website along with all answers to questions submitted by potential vendors. Bids are to be evaluated based on the requirements and criteria set forth in the RFQ. The evaluation shall be based on the face value of the bid and, when applicable, consider the following cost factors: the total bid price including discounts, the unit or extended price, hour rates for specified personnel, maintenance costs and warranty provisions, the cost and rate of freight shipping and handling, assembly and start up. The evaluation shall also include consideration of the following responsibility and responsiveness factors when applicable: general reputation and experience of the bidder, adherence to the requirements and condition of the RFQ, quality and quantity of merchandise offered, compatibility with existing systems, overall completeness of the commodity line offered and delivery or completion date. After the bids are evaluated, the award shall be made to the lowest responsible responsive bidder. The results of another public agency's competitive process may also be used. An open-market blanket purchase order may be established for goods for which the Library has a recurring need on an "as-needed" basis.

**Exceptions**

The competitive procurement requirements of this policy may not apply if, under particular circumstances, an exception is warranted and legally justified. If an exception applies, written approval of the exception must be obtained from the Director of Library Services.

The following are examples of circumstances that may be considered in authorizing case-by-case exceptions to this policy. These options should only be utilized when justified and necessary to meet the Library's needs and supported by objective analysis and documentation.

- Sole Source and Single Source procurements are used when obtaining products or services. A Sole Source procurement occurs if it has been determined that there is only one source for the required product or service. A Single Source procurement is a sourcing method used to procure a product or service from one source, without soliciting competition, even though there are other vendors that can provide the product or service.
- Competition is precluded because of the existence of patent rights, copyrights, or similar circumstances and there is no equivalent item or service.
- The procurement is for replacement parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment as the part or component to be replaced.
- The procurement is for upgrades, enhancements or additions to hardware or for enhancements or additions to software, and no information or data is available to ensure that equipment or software from different manufacturers or developers will be as compatible as equipment or software from the original manufacturer(s) or developer(s), or would void or invalidate a manufacturer's warranty or guarantee.

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~~Approved by the Library JPA Governing Board on February 8, 2021.~~