

Title: King County Procurement of Goods and Services

Affected Agencies: All

Authorities: King County Code, Revised Code of Washington

Keywords: procurement, purchase, lease, goods, services

Sponsoring Agency: Department of Executive Services, Finance and Business Operations Division

Type of Action: Supersedes

CON-7-2-4 (EP), September 29, 2016

CON-7-1-3-EP, September 29, 2016

CON 7-3-1 (AEP), October 13, 2008

CON 7-17 (AEP), December 27, 2011

CON-7-16-2-EP, September 29, 2016

CON-7-24-EP, January 11, 2021

Executive signature:

Girmay Zabilyay

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5/6/2026

Date signed and effective:



I. Purpose

A. The purpose of this policy is to:

1. Establish policies for the procurement and administration of Goods and Services contracts for the direct use by and benefit of King County.
2. Identify and clarify applicable purchasing rules based on total cost thresholds.
3. Define exemptions to competitive procurement requirements and the information and approvals required for waivers of competitive procurements.
4. Support adherence to procurement policies pertaining to King County Code, State of Washington laws, and Federal laws.
5. Ensure appropriate controls are in place to procure Goods and Services required by County agencies; and ensure the County agencies are responsive to any County, State, and Federal audit of procurement functions.
6. Establish uniform, clear and concise contracting and Solicitation standards for contracting with businesses.
7. Establish adequate controls by delegating decision-making authority and responsibilities to specific parties.
8. Describe requirements for evaluating lease versus purchase decisions for equipment.

II. Applicability and Audience

- A. This policy specifically applies to the procurement of Goods and Services and contracts entered into after the effective date of this policy.
- B. General King County Procurement guidelines are addressed in CON-7-27-1-EP.
- C. Architectural, Engineering, and Professional Services are addressed in CON-7-25-1-EP.
- D. Construction is addressed in CON-7-26-1-EP.
- E. Requirements for using Federal Funds is addressed in CON 7-8-3-EP.
- F. Use of King County Purchasing Card for Purchases of Goods and Services is addressed in CON 7-16-2-EP.
- G. Cash Disbursements and Accounts Payable is addressed in and FIN 10-2-EP.
- H. This policy does not apply to the procurement of public works such as construction, architecture, engineering, Professional Services, alternative public work contracts, or grant awards that support the ongoing and expanded operations of entities providing support services directly to the community.

- I. This policy applies to the Administrative Offices and Executive Branch Departments supervised by the King County Executive. The audience may also include any King County non-Executive Branch Departments adopting this policy.

III. Definitions

- A. "Agency" refers to the implementing agency (i.e., executive department, division, section, unit, or work group) responsible for administering the contracts it has executed.
- B. "Agreement" means a mutually binding legal agreement or any modification obligating a person, firm, corporation, or partnership to provide Goods, Services, Professional or Technical services, or public work to the County, and that obligates the County to provide payment in return. The Agreement constitutes the entire agreement between the County and the external party for performance of the service or work. Agreement may be interchanged with "Contract."
- C. "Amendment" refers to a legal document used to modify the Contract between the County and the Contractor. Execution of an Amendment must occur prior to the expiration of the Contract or Work Order being amended.
- D. "Bid" means an offer made by the supplier in response to an Invitation to Bid (ITB) to compete for a contract.
- E. "Contract" means a mutually binding legal relationship or any modification obligating a person, firm, corporation, or partnership to provide tangible personal property, services, professional or technical services, or public work to the County, or to lease or license for the possession or use of real property by the County, and that obligates the County to provide payment in return. The Contract constitutes the entire Agreement between the County and the external party for performance of the service or work. Contract may be interchanged with "Agreement."
- F. "Contract Administration" refers to duties including contract oversight, estimating, scheduling, cost controls, compliance review of progress payments, Amendments, record maintenance, and Contract Closeout.
- G. "Contract Closeout" refers to the process the Agency initiates for closing the Contract after all work is satisfactorily completed and/or services have been provided and all payments have been made.
- H. "Contract Purchase Agreement" or "CPA" refers to the Oracle agreement number which identifies funds spent and available on any given contract.
- I. "County" refers to King County throughout this policy.
- J. "Direct Buy" means a total purchase of less than \$10,000 per cost center/org of like goods and/or services with the same supplier within a calendar year. (RCW 36.32.245)
- K. "Executive" refers to the King County Executive or designee.

- L. "Exemption" means those purchases exempt from competitive procurement requirements of the County.
- M. "FBOD" means the Finance and Business Operations Division of the Department of Executive Services.
- N. "Goods" means any tangible personal property including equipment, supplies, materials and goods, and includes intangible personal property that is movable, subject to ownership, and has exchange value.
- O. "Goods & Services Procurement Guide" refers to the procedures established and maintained by Procurement and Payables (P&P) for Goods and Services procurements and contracting.
- P. "Grant Funds" means any money, or property in lieu of money, paid or furnished by Federal, State, or local government or by foundations or corporations under programs that provide financial assistance through grant or contractual agreement.
- Q. "Informal Solicitation" means a procurement method of directly soliciting competitive quotes or proposals from at least three suppliers from a list maintained by P&P, unless fewer than three suppliers qualified to provide the Goods or Services are listed per King County Code (KCC) 2.93.050.
- R. "P&P" refers to Procurement & Payables, which is part of the Finance and Business Operations Division (FBOD) within the Department of Executive Services.
- S. "Procurement Waiver" means a process whereby a contract may be awarded without competitive solicitation procedures. Procurement Waivers are applicable to Goods and Services only and does not apply to Proclamation of Emergency issued by the Executive.
- T. "Professional Services" are defined as services rendered by any person, other than an employee of the Agency, within the scope of the general definition of professional practices in the following chapters of the Revised Code of Washington (RCW): RCW 18.08 (architects), RCW 18.43 (engineers and land surveyors), and RCW 18.96 (landscape architects). State licenses and certifications are required in these professions. This policy excludes Professional Services.
- U. "Proposal" means a submittal in response to a request from the County as outlined in the Request for Proposals or Request for Qualifications.
- V. "Purchase Order" means a document authorizing the purchase of Goods and/or Services from a specified supplier.
- W. "Small Contractor and Supplier" means a Supplier that has applied for participation in King County's Contracting Opportunities Program and has been certified by the King County Business Development and Contract Compliance office (BDCC). A Small Contractor or Supplier is a business in a financial condition that puts it at a substantial disadvantage in competing for public contracts.

- X. "Service Request" means a request for service submitted to P&P through an electronic procurement system provided for this purpose.
- Y. "Services" mean, except for Professional Services, the furnishing of labor, time, or effort by a supplier, not involving the delivery of Goods
- Z. "Solicitation" means a formal procurement process of advertising and collecting competitive sealed bids or proposals for the purpose of awarding a contract.
- AA. "Supplier" means a vendor, firm, contractor, consultant or any individual/entity, other than County employees, supplying Goods and/or Services to the County.
- BB. "Technical Services" means those services provided by independent contractors within the scope of accounting, law, financial or administrative studies, studies of a technical nature, management advisory services and special project management, for a defined time or result or other practice that requires either specialized knowledge, advanced education or licensing or certification, or any combination thereof, and where the primary service provided is intellectual involving the consistent exercise of judgment and discretion or the provision of specialized skills.
- CC. "Universal Contract" refers to a centrally managed agreement administered by Procurement & Payables that is designed to meet the operational needs of all King County departments. These contracts are available for countywide use and ensure consistent supplier engagement and streamlined procurement processes.

IV. Policy

- A. Rules for the Procurement and Contract Administration of Goods and Services
 - 1. Competitive contracting helps to ensure the best value for purchases and the best use of public funds.
 - 2. P&P shall provide centralized procurement services for the procurement of Goods and Services.
 - 3. P&P shall establish and maintain procedures for the procurement and cost analysis of Goods and Services.
 - 4. P&P shall establish and maintain standardized boilerplates, templates and the Goods and Services Procurement Guide, which may include procurement procedures, processes, and best practices that Agencies shall follow.
 - 5. Goods and Services shall be purchased in a manner that complies with State law, King County Code, and all applicable ordinances and directives including applicable federal requirements.
 - 6. Recycled/recyclable products shall be procured and used by all offices, divisions, departments, and agencies wherever practicable.
- B. Source Funds

1. All procurements shall comply with funding source requirements. Agencies shall specify the source of contract funding in accordance with P&P procedures.
2. Federal Funds
 - a. Refer to CON-7-8-2-EP for Procurement Procedures Using Federal Funds.
 - b. Purchases must follow Federal, State, KCC, and local ordinances and directives as well as Executive Policy FIN 10-2-EP (Cash Disbursements and Accounts Payable). The Director of FBOD establishes guidelines and procedures in compliance with Federal regulations, RCWs, KCC, King County Policy and any applicable requirements.
 - c. This policy and its revision shall take precedence over agency-specific procurement policies, procedures, best practices, and standard work.
- C. Competitive Solicitation Thresholds (RCW 36.32.245)
 1. These thresholds apply to the total purchase amount, including modifications and Amendments and include all charges, including shipping and handling, but excluding taxes and finance charges.
 2. Purchases less than \$10,000 (RCW 36.32.245 (3))
 - a. Direct Buy procedures shall be used.
 - b. Purchases shall not be artificially divided so as to constitute a direct buy.
 3. Purchases \$10,000 - \$50,000 (RCW 39.04.190)
 - a. The Informal Solicitation or Formal Solicitation procedure is required.
 4. Purchases greater than \$50,000
 - a. The Formal Solicitation procedure is required.
- D. Exemptions to Procurement Requirements (KCC 2.93.050)
 1. These exemptions do not apply to federally funded procurements, unless one of the noncompetitive procurement circumstances apply per 2 CFR 200.320(c).
 2. The following categories of purchases are exempt from the competitive procurement requirements of King County and may be purchased by a designated King County employee who is currently authorized by their Department Director.
 - a. Direct Buys.
 - b. Purchases where the County's liability is cited in law, County contract, court order or Council motion with either (a) terms or payee specified by name, or (b) if either or both are not specified, their determination is not subject to the control of the Chief Procurement Officer. Such purchases include, but are not limited to:
 - i. Public Safety towing and storage charges paid under the official County impoundment ordinance.

- ii. Medical Services/Goods covered by Workers' Compensation law (RCW 51.36), LEOFF 1 and 2 (RCW 41.26).
- iii. Witness travel and living costs for Prosecuting Attorney (RCW 2.40.010 - .030).
- iv. Court reporter service and transcription fees (RCW 2.32.210 - 240).
- v. Payments for the Prosecuting Attorney's conduct of defense in County litigation (RCW 36.27.020).
- vi. Travel and living expense of employees and non-employees per official policy and law (RCW 42.24).
- vii. Insurance or bonds (RCW 39.04.280)
- c. Purchases of a nature which do not lend themselves to the competitive procurement process including, but not limited to:
 - i. Utilities such as water, sewer, garbage, electricity, and local telephone.
 - ii. Postage, shipping charges, permits, fees, tolls and licenses.
 - iii. Foster care, training, goods and services for the physical or mental care of persons in the custody or care of a King County agency, in probation status, or otherwise involved in the criminal justice system pursuant to local rules and/or court orders.
 - iv. Registration/tuition for King County employees to participate in standardized training classes or seminars not containing curriculum designed specifically for King County.
 - v. Memberships and contributions.
 - vi. Services of "assigned counsel" for the Office of Public Defense, appointed under authority of Superior and District Courts.
 - vii. Real property option payments, earnest money, purchases and related costs administered by the Facilities Management Division, Metro or the Department of Natural Resources and Parks.
 - viii. Publications and subscriptions such as periodicals and newspapers.
 - ix. Allowance or employer reimbursement payments made to non-employees under on-the-job training contracts.
 - x. Parks Division payment to exhibitors/entertainers at County-sponsored events.
 - xi. Veterinary costs for dogs performing service work for the County or animals under the custody of King County.
 - xii. Taxi Scrip for King County's Taxi Scrip Program.

- xiii. Media or advertisement costs with media outlets.
 - d. All exempt purchases must be paid pursuant to Executive Policy FIN 10-2-EP, Cash Disbursements and Accounts Payable. An exemption from procurement requirements under this policy is not an exemption from standard payment processes.
- E. Procurement Waivers (RCW 36.32.245, KCC 2.93.070)
- 1. All Procurement Waivers shall contain complete statements prior to any approval of the following:
 - a. Precise statement of “what” physical good is desired to be procured as a result of the waiver and in the event of services the waiver must also contain a scope of work sufficient enough to support the request for a waiver.
 - b. Precise statement as to “why” the identified goods and/or services are not able to be competitively bid per RCW 36.32.2.45 with supporting third part documentation validating the statement.
 - 2. All Procurement Waivers shall be approved or rejected by the Agency's Department Director or designee.
 - 3. All Procurement Waivers will be approved or rejected by the FBOD Director or designee.
 - 4. Before executing any Amendment to a contract awarded under a Procurement Waiver that would extend its term or increase its total value beyond the thresholds outlined by P&P, a new Procurement Waiver must be obtained.
- F. Responsibilities for P&P
- 1. P&P will evaluate commodity purchases and determine a strategic sourcing plan.
 - 2. P&P will manage and conduct a proactive sourcing strategy including spend analysis and managing off-contract purchases.
 - 3. P&P will conduct all Solicitations excluding Informal Solicitations and those conducted by Metro for the purchase of revenue-generating vehicles. Refer to CON 7-3-2 (AEO).
 - 4. P&P will use all procurement tools available including cooperative purchasing with other public agencies.
 - 5. P&P will facilitate all bid and proposal evaluations completed by the Agency.
 - 6. P&P will determine what qualifies as a Universal Contract and initiate their re-solicitation.
 - 7. P&P will approve or reject all requests to piggyback upon contracts awarded by other government entities as part of or through any cooperative purchasing agreements

and will be responsible for facilitating the execution of any contracts resulting in the approval of such request.

8. P&P will manage and execute the Small Business Accelerator process.

G. Responsibilities for Agencies

1. Each quarter, Agencies shall submit to P&P a list of upcoming Goods and Services procurement for the next 18 months to support the allocation of resources.
2. Agencies shall follow the solicitation and award process for all purchases, determined by type of purchase and threshold.
3. Agencies shall comply with this policy, and Directors are responsible for informing their employees of this policy.
4. Agencies shall submit a Service Request to P&P for all support required or available under this policy or King County Code.
5. Agencies shall cooperate with P&P to ensure that commonly purchased commodities are managed through a proactive sourcing strategy.
6. Agencies shall use Universal Contracts wherever possible to reduce cycle time, leverage buying power, and eliminate redundant solicitations.
7. To leverage expertise across King County, Agencies shall develop and provide P&P in a timely manner with available information reasonably necessary for open, competitive Solicitations, including, but not limited to, product or service specifications, scopes of work, pricing estimates, salient characteristics and any other information necessary to produce accurate Solicitation documents.
8. Agencies shall participate in the evaluation of bids and proposals resulting in a recommendation for award.
9. Agency personnel participating in proposal evaluations shall sign a Confidentiality and Non-Disclosure Agreement prior to P&P granting access to proposals.
10. Agencies shall issue Amendments to document and execute contract changes. This excludes Universal Contracts which are administered by P&P.
11. Agencies shall send all draft Amendments to P&P for review and approval prior to their execution.
12. Agencies shall send all Amendments to P&P immediately after execution.

H. Compliance

All Goods and Services contracts are subject to review by P&P. Amendments to these contracts shall be reviewed by P&P to ensure compliance with the original specifications and/or scope, terms, conditions, contract value, RCWs, KCC, policy and any applicable requirements, including Federal.

I. Equipment Lease Evaluation

1. The Director of the Department of Executive Services or designee is the official responsible for administration, evaluation and final approval of proposed equipment lease agreements and/or lease/purchase agreements for equipment. Analysts from FBOD's Financial Management Section assist agencies in performing lease versus purchase cost analysis on behalf of the Director.
2. Prerequisites for Leasing
 - a. One or more of the following conditions must exist as a prerequisite to the lease of equipment:
 - i. Provides use of an asset not otherwise available; or
 - ii. Meets the temporary use of equipment; or
 - iii. Provides buying and servicing advantages not otherwise obtainable; or
 - iv. Shifts the risks of ownership; or
 - v. Realizes an economic advantage through leasing.

J. Contracting Opportunities Program

1. King County supports the participation of Small Contractors and Suppliers through equitable practices like the Small Business Accelerator, as authorized in King County Code 2.97, which ensures Small Contractors and Suppliers have equitable opportunities to compete for designated contracts as prime contractors.
2. The Director of FBOD and or their designee will determine when it is in the best interest of the County to designate contracts for procurement through the Small Business Accelerator process.

V. Implementation Plan

- A. This policy becomes effective for Administrative Offices and Executive Branch Departments supervised by the King County Executive on the date that it is signed by the Executive. FBOD is responsible for implementation of this policy.
- B. The Department of Executive Services is responsible for communicating this policy to the management structure within their respective agencies and other appropriate parties.
- C. Agency's Department Directors are responsible for ensuring that their staff are notified and adhere to this procurement policy.

VI. Maintenance

- A. This policy will be maintained by FBOD or its successor agency.

- B. This policy will automatically expire five years after its effective date. A new, revised, or renewed policy will be initiated by FBOD or its successor agency prior to the expiration date.

VII. Consequences for Noncompliance

- A. Agencies in noncompliance with this policy shall submit a letter of justification and remediation plan signed by the Department Director or designee to the Chief Procurement Officer for review and action. Noncompliance may result in the subject employee being required to attend specific training related to the area of noncompliance.
- B. Continuing noncompliance may subject the King County employee violating the policy to the disciplinary process set forth in the King County Personnel Guidelines section 16 and the provisions of King County Code 3.12.270.

Appendices:

- Appendix 1. [Link to Goods & Services Procurement Guide](#)
- Appendix 2. [Link to Procurement Waiver Guide](#)