

**Title:** King County Procurement

**Affected Agencies:** All agencies procuring goods, services, and capital improvement services

**Authorities:** King County Code, Revised Code of Washington

**Keywords:** procurement, purchase, lease, goods, services, capital projects, architectural and engineering, professional services, construction, CPA

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

**Type of Action:** Supersedes

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

CON 7-4-2 (AEP), March 4, 2016

CON 7-5-2 (AEP), March 10, 2014

CON 7-5-3-EP, September 29, 2016

CON 7-7-2 (AEP), May 25, 2009

CON 7-27-EP, January 11, 2021



**King County**

**Executive signature:**

Signed by:

*Girmay Zabilay*

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5/12/2026

**Date signed and effective:**

## I. Purpose

- A. This policy establishes uniform procurement guidance to ensure full and open competition, transparency, and consistent business efficiency with King County suppliers.

## II. Applicability and Audience

- A. This policy applies to goods and services, architectural, engineering, professional, and construction contracts, and amendments and/or change orders executed after the effective date of this policy.
- B. This policy applies to the Administrative Offices and Executive Departments supervised by the King County Executive. The audience may also include any King County non-Executive Branch Departments adopting this policy.
- C. Please also review CON-7-24-1-EP (Goods and Services), CON-7-25-1-EP (Architectural, Engineering, and Professional Services), and CON-7-26-1-EP (Construction) for other relevant information.

## III. Definitions

“AEP” means architectural, engineering, and non-A&E professional services rendered by any person, other than as an employee of the County, contracted to perform activities within the scope of work which encompass planning, design, pre-construction, and construction management services.

“AEP Procurement & Contracting Guide” refers to the documented procedures and guidelines for defining and implementing the procurement policies related to architectural, engineering, and non-A&E professional services. The guide is maintained by Procurement & Payables and takes precedence over Agency and/or department procurement policy and procedures.

“Agency” refers to the implementing agency (i.e., executive department, division, section, unit, or work group) responsible for administering contracts it has executed.

“Agreement” 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 Agreement constitutes the entire Contract between the

County and the external party for performance of the service or work. Agreement may be interchanged with "Contract."

"Amendment" refers to a legal document used to modify the Contract between the County and the Consultant. Execution of an Amendment must occur prior to the expiration of the Contract being amended.

"Bid" means an offer made by the supplier in response to an Invitation to Bid (ITB) to compete for a contract. Bid may be interchanged with "Proposal" in Washington State Department of Transportation (WSDOT) Construction ITBs.

"Capital Project" refers to a project with a scope of work that involves one or more of the following elements, all related to a capital asset: acquisition of either a site and/or existing structure; program or site master planning; design and environmental analysis; information technology investment; construction; major equipment acquisition; reconstruction; demolition; or alteration or renovation. A Capital Project shall include the following elements: capital appropriation form; a project management plan, scope, budget, and schedule. A Capital Project may be part of a larger program and may include multiple contracts of varying types.

"Certified Firm" means a business that has been certified by King County Business Development and Contract Compliance (BDCC) as a Small Contractor or Supplier (SCS), or by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a Combination Business Enterprise (CBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Minority Women's Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE), or Small Business Enterprise (SBE).

"Change Order" refers to a mutually binding legal document used to modify a Contract or Individual Work Order between the County and the Contractor. Multiple requests for change proposal and/or requests for Change Orders may be combined into a single Change Order.

"Chief Procurement Officer (CPO)" is the officer in charge of the Procurement & Payables Section within the Department of Executive Services, Finance and Business Operations Division.

"Construction Procurement & Contracting Guide" refers to the documented procedures and guidelines for defining and implementing the procurement policies related to the construction contracting process. The guide is maintained by Procurement & Payables and takes precedence over Agency and/or department procurement policy and procedures.

"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."

“Contract Administration” refers to duties including contract oversight, estimating, scheduling, cost controls, compliance review of progress payments, Change Orders, Amendments, record maintenance, and Contract Closeout.

“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.

“Contract Purchase Agreement” or “CPA” refers to the Oracle agreement number which identifies funds spent and available on any given contract.

“County” refers to King County throughout this policy.

“Execution” means a fully binding Contract, Individual Work Order, or Change Order signed by both the Contractor and the County, or a Unilateral Change Order.

“Executive” refers to the King County Executive or designee.

"Goods" means any tangible personal property including equipment, supplies, materials and goods, and includes intangible personal property that is movable, subject to ownership, that has exchange value.

“Goods & Services Procurement Guide” refers to the procedures established and maintained by Procurement and Payables (P&P) for Goods and Services procurements and contracting.

“Fixed Asset” means physical assets like machinery (e.g. generators, cranes, pumps, etc.) or systems (e.g. electrical, plumbing, HVAC, lighting, and fire suppression systems) integrated into buildings or County owned or operated facilities.

“Infrastructure” encompasses the physical structures and property necessary to County operations. This includes transportation infrastructure such as roads, bridges, light rail, and airports, etc.; utilities infrastructure including water supply systems, power grids, and telecommunications networks.

“Non-A&E Professional Services” means services other than architectural or engineering that typically include but are not limited to construction management, material testing, financial and economic analyses, environmental planning, legal services, management consulting not related to A&E projects, media and public involvement, marketing services, research, scientific studies, appraisal services, real estate activities, and expert witness services for litigation.

“Ordinary Maintenance” is defined by WAC 296-127-010 as maintenance work performed by the regular County employees and is work that is not undertaken by a contractor.

“PCO” refers to a Project Control Officer, the County employee responsible for ensuring the Agency’s compliance with applicable policies, procedures, laws, regulations, and contract requirements.

“P&P” refers to Procurement & Payables, which is part of the Finance and Business Operations Division (FBOD) within the Department of Executive Services.

“Proclamation of Emergency” refers to a waiver issued by the Executive in the event of an emergency, as defined in RCW 39.04.280, where the public advertising and competitive procurement requirements of state law are waived for purchases or leases of tangible personal property, public works as defined by RCW 39.04.010, and professional and technical services.

“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 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.

“Project” for the purposes of this policy means the Scope of Work issued under the specific Contract or Work Order.

“Proposal” means a submittal in response to a request from the County as outlined in the Request for Proposals or Request for Qualifications. Proposal may be interchanged with “Bid” in WSDOT Construction ITBs.

“Public Work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance as defined by WAC 296-127-010(7)(b)(ii), which is maintenance work performed by regular County employees, executed at the cost of the County or which is by a law, a lien, or charge on any property therein, as defined by RCW 39.04.010. All Public Works, including maintenance when performed by Contract shall comply with RCW 39.12.

“Services” means, except for Professional Services, the furnishing of labor, time, or effort by a supplier, not involving the delivery of Goods.

“Solicitation” means a formal process for advertising and receiving competitive bids or proposals for the purposes of awarding a Contract.

“Standardization Memo” means a memo submitted by the agency, following the P&P prescribed process, and accepted by P&P for the inclusion of standardized products, materials or equipment into capital projects.

“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.

## **IV. Policy**

### **A. Precedence and Authority**

1. Code of Federal Regulations, Revised Code of Washington and Washington Administrative Code, and King County Code take precedence over this policy, its revision, subsequent King County Policies 7-24, 7-25, and 7-26, and their revisions.

2. King County Code 2.93 details the parameters of centralized procurement services.
  3. This policy, its revision, subsequent King County Policies 7-24, 7-25, and 7-26, and their revisions take precedence over agency-specific procurement policies. Agency-specific manuals and standard work shall not be in conflict with these policies or procurement and contracting guides.
  4. Should a presiding rule be updated after this policy, the ruling entity with the most authority will be the default for compliance (e.g., County supersedes Agency, State supersedes County, Federal supersedes State) and this policy shall be considered null regarding only the section updated.
- B. Procurement and Payables (P&P) Section and Agency Responsibilities
1. P&P shall maintain procurement training materials for internal staff and third parties, including but not limited to policies, manuals, standard work, and training presentations that are consistent with this policy.
  2. P&P shall provide procurement standards, guidelines, and best practices in the following resources:
    - a. AEP Procurement & Contracting Guide
    - b. Construction Procurement & Contracting Guide
    - c. Goods & Services Procurement Guide
    - d. Energy Savings Performance Contracting Guide
  3. Agencies shall utilize and adhere to procurement and contracting policies generated by P&P when establishing any department-specific procurement and contracting procedures.
  4. Agencies shall ensure agency-maintained materials used internally to train staff and to administer the procurement and contract, including but not limited to policies, manuals, and standard work, align with this policy.
  5. Agencies shall maintain project management manuals to ensure compliance with this and subsequent procurement policies.
  6. P&P retains the right to delay the issuance of solicitation and/or contract documents that do not meet required standards of quality.
- C. Procurement and Contracting
1. Conflict of Interest
    - a. In adherence with King County Code 3.04.030 and to avoid a perceived or actual conflict of interest, within one year of entering county employment, an employee may not participate in a county action benefiting a person that formerly employed the employee or award a county contract benefiting a person that formerly employed the employee.
    - b. In adherence with King County Code 3.04.035 and to avoid a perceived or actual conflict of interest, for one year after leaving the county, a former employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a county action in which the former employee participated.

- c. Any individual participating as an evaluation panel member must sign a confidentiality and non-disclosure agreement to document that no conflict of interest exists.
2. Goods and Services
  - a. Agencies seeking to buy or lease Goods and Services shall follow King County Policy CON 7-22-1, Sustainable Purchasing Policy.
  - b. Agencies seeking to buy or lease Goods and Services shall follow King County Policy CON 7-24, King County Procurement of Goods and Services as well as the Goods and Services Procurement Guide.
3. Capital Project Planning
  - a. Agencies seeking to procure Capital Projects shall follow King County Policy CON 7-22-1, Sustainable Purchasing Policy.
  - b. Per CIP 8-5, Agencies shall maintain agency-specific design and project management policies and procedures (i.e., Project Management manuals) that may affect contracting.
  - c. Agencies seeking to procure AEP services from consultants shall follow King County Policy CON 7-25, Procurement for Capital Projects Architectural, Engineering, and Professional Services as well as the AEP Procurement & Contracting Guide.
  - d. Agencies seeking to procure Construction services from contractors shall follow King County Policy CON 7-26, Procurement for Capital Project Construction Services as well as the Construction Procurement & Contracting Guide.
  - e. Agencies seeking to procure Construction services through Energy Savings Performance Contracting shall follow procedures defined by P&P and Washington State DES as well as the Energy Savings Performance Contracting Guide.
4. The County shall pay prevailing wages for all contracts with elements of public works in accordance with RCW 39.12 or 40 USC 3142 (Davis-Bacon Act).
5. Source Funds
  - a. Agencies that have a project funded by bond proceeds shall designate a fund manager to be responsible for monitoring the application of bond proceeds to the financed projects. The designated fund manager shall be responsible for periodic reporting and compliance with the County's post-bond issuance procedures.
  - b. All procurements shall comply with funding source requirements. Contracts utilizing federal funds shall follow applicable federal regulations, grant documents, loan documents, and guidelines.
  - c. Agencies and P&P shall comply with the applicable federal regulations and federal grant guidelines when using any amount of federal money on a project or contract, whether that money is provided directly from a federal agency or managed by a state agency on behalf of a federal agency or by any other funding source.

- d. Federally funded projects shall comply with the terms and conditions set forth in the governing grant or loan documents and follow the Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which governs applying for, obtaining, sub-awarding, spending, monitoring, and reporting of federal financial assistance. Agency shall provide applicable loan or grant documents to P&P in accordance with P&P procedures.
  - e. Agencies and P&P (as designated) shall ensure the appropriate grant or funding language is included in the solicitation documents and ensure that their sub-grantees and subcontractors who obtain Services and/or Goods with federal funds comply with federal regulations.
  - f. Additional Federal Fund Information. Additional information regarding the use of federal funds can be found under Policies, Orders, and Public Rules under FIN 16-1: Accounting, Reporting, and Management of Grants and Other Financial Assistance and King County Policy CON 7-8-2.
6. King County Contracts will follow all applicable ordinances or codes, including but not limited to:
- a. Rules Implementing Minimum Wage Ordinance 19762
  - b. Rules Implementing Equal Benefits Ordinance 14823 and Ordinance 16856
  - c. Green Building and Sustainable Development Ordinance 19402
  - d. Compost Procurement and Use, King County Code Title 18.30 – Compost Procurement and Use.
- D. Suspension and Debarment
1. For full guidance on suspension and debarment, see King County Public Rule CON 7-20 (PR), Suspension and Debarment.
  2. Parties can be suspended and debarred locally, through county, state, or federal suspension and debarment lists.
  3. King County Agencies shall not:
    - a. Procure Goods or Services from suspended or debarred parties.
    - b. Apply federal funds to transactions with suspended or debarred parties.
    - c. Enter into Contracts (including awards and sub-awards) with suspended or debarred primary and/or subcontracted parties.
- E. Payment
1. Payments shall be processed using the County's online financial system. In order to expedite the purchasing process, all County transactions will reference a contract, quantity, and cost whenever applicable.
- F. Contract Execution
1. Before a contract may be signed by all parties (executed), appropriate reviews must be conducted by the Agency and other County departments, as applicable, and issues uncovered during the review must be addressed and resolved. Should issues not be resolved, parties shall not execute (i.e., sign) the agreement.

- a. For Goods and Services contracts, any modification to contract terms and conditions will be done in collaboration with the Agency, P&P, the Prosecuting Attorney's Office, Business Development and Contract Compliance office (BDCC), and the Office of Risk Management, as applicable. Resolution of other contract issues (beyond the contract terms and conditions) are the responsibility of both the Agency and the County's supplier or vendor.
2. Contract Signature
    - a. Agencies are responsible to ensure P&P has the latest delegation of signature authority for their agency. The delegation of signature authority identifies who at each agency has the authority to sign contract documents and the relevant thresholds.
    - b. Guidance on protocols for using electronic signature shall follow King County Department of Information Technology INF-14-3.
    - c. The County shall be the last party to sign a multi-party contract, executing the contract at that time.
- G. Contract and CPA Closeout
    1. Agency staff must obtain approval from BDCC before remitting final payment for contracts that include apprenticeship, certified firm goals, and/or requirements, or that are subject to the Master Community Workforce Agreement.
    2. The Contract closeout is the final step of each contract. Agency staff is responsible for this step in the process in coordination with P&P and BDCC.
    3. CPA shall be closed within the financial system by P&P staff and upon request by the Agency, if applicable.

## V. Implementation Plan

- A. This policy becomes effective for Executive Branch agencies on the date that it is signed by the Executive. The Department of Executive Services is responsible for implementation of this policy.
- B. The Department of Executive Services, Finance and Business Operations Division is responsible for communicating this policy to the management structure of all Administrative Offices and Executive Departments supervised by the King County Executive, as well as any King County non-Executive Branch Departments adopting this policy.
- C. Agency Directors are responsible for ensuring that their staff follow this procurement administrative policy.

## VI. Maintenance

- A. This policy will be maintained by Department of Executive Services, Finance and Business Operations Division or its successor agency.
- B. This policy will automatically expire five (5) years after its effective date. A new, revised, or renewed policy will be initiated prior to the expiration date by the Department of Executive Services, Finance and Business Operations Division or its successor agency.

## **VII. Consequences for Noncompliance**

- A. Agencies not in compliance 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.
- B. The Chief Procurement Officer will meet with Department Director or designee on an as-needed basis to review all noncompliance letters and to ensure that resources are available to ensure compliance in the future.
- C. Consequences for noncompliance with federal funding regulations: If an auditing authority finds a grantee Agency to be in violation of federal procurement policies, the federal granting authority may no longer grant funds to that Agency, or the Agency may have to pay back all disallowed costs or both.

**Appendices:** N/A