

**Document Code No.:** CON 7-27-EP

**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

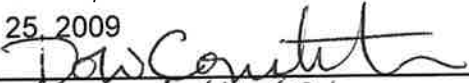
CON-7-1-3-EP, September 29, 2016

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

**Executive signature:** 

**Date signed and effective:** 1/11/21



**King County**

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**Please also review Policies CON-7-24-EP (Goods and Services), CON-7-25-EP(A&E), and CON-7-26-EP (Construction), finalized in 2020, for other information that may have been contained within these former policies. Furthermore, additional detail may have been extracted from former policies and moved to department-specific policies, manuals, and standard work. Please consult the applicable policy owner if you have questions about the location of former content and directives in new or revised materials.**

## **I. Purpose**

This policy establishes uniform procurement guidance to ensure competition, transparency and consistent business efficiency with third-party vendors.

### **Applicability and Audience**

This policy applies to goods and services, architectural, engineering, professional, and construction contracts, amendments and change orders entered after the effective date of this policy.

This policy applies to all King County Implementing Agencies (i.e., all 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.

## **II. Definitions**

“A&E” means architectural and engineering services or professional services rendered by any person, other than as an employee of the agency, contracting to perform activities within the scope of the general definition of professional practice in RCW 18.08, 18.43, or 18.96.

“AEP” means architectural, engineering, and professional services; preferred nomenclature to encompass all pre-construction and construction management services on capital projects.

“AEP Procurement Guide” refers to the established procedures and guidelines for architectural, engineering and professional services and is maintained by Procurement and Payables.

“Agreement” may be interchanged with “Contract”.

“Amendment” refers to a written legal document used to modify the contract between King County and the supplier.

“Bid” means an offer to provide goods and/or services in response to a solicitation for bids issued by the County.

“Capital Project” refers to a project with a scope of work that includes one or more of the following elements; acquisition of a site and/or existing structure, site master planning, design and environmental analysis, design, construction, major equipment acquisition, reconstruction, demolition or major alteration of a capital asset. A Capital Project shall include a project management plan, scope, budget, and schedule. A Capital Project may be part of a larger program. One project may include multiple contracts.

“Change Order” refers to a legal document used to modify a construction contract. Multiple change proposals and/or requests for change orders may be contained in a single change order.

“Construction Procurement Guide” refers to the established procedures and guidelines for construction procurements and is maintained by Procurement and Payables.

“Contract” means a mutually binding legal agreement or any modification, obligating a person, firm, corporation or partnership to provide tangible personal property, goods or services, professional services, or public work to the County, and that obligates the County to pay. The contract constitutes the entire agreement between King County and the external party for the performance of the service or work. Contract may be interchanged with Agreement.

“Contract administration” refers to duties contract oversight, estimating, scheduling, cost controls, processing progress payments, change orders / amendments, and contract closeout.

“Contract closeout” refers to the process of closing the contract after work is completed and/or services have been provided.

“County” refers to King County (KC) throughout this policy.

“CPA” refers to the Contract Purchase Agreement that is maintained in the financial management system (Oracle) to track, authorize and make payments to vendors.

“Executive” means 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 established procedures and guidelines for good and services and is maintained by Procurement and Payables

“FIN PCO” refers to the Finance Project Control Officer.

“IA” refers to the Implementing Agency (i.e. Executive department, division or agency) responsible for administering the contract.

“PCO” refers to the Project Control Officer, a King County employee responsible for ensuring the Implementing 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 within the Department of Executive Services.

“P&P Contract Compliance Guide” refers to a document created and maintained by the Finance Project Control Officer that provides guidance and best business practices to ensure contracts are managed in compliance with King County policies and contract terms and conditions.

“Professional Services” are those services provided by licensed or certified individuals or consulting firms associated with the development, design, and/or construction of a public works or a real property project.

“Project” for the purposes of this policy, project means the scope of work issued under the specific Contract.

“Proposal” means an offer, submitted in response to a request from King County, that provides a solution to a problem, requirement or objective as outlined in the request for proposal.

### **III. Policy**

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

1. Federal (CFR), State (Revised Code of Washington and Washington Administrative Code), and King County Code (KCC) takes precedence over this policy, its revisions, subsequent contracting policies (7-24, 7-25, and 7-26), and their revisions.
2. This policy, its revision, subsequent contracting policies (7-24, 7-25, and 7-26), and their revisions shall take precedence over agency-specific procurement policies. Agency-specific manuals and standard work shall

be consistent with and not in conflict with these policies or procurement guides.

3. 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 IA, State supersedes County, Federal supersedes State) and this policy shall be considered null regarding only the section updated.

**B. Procurement and Payables Section (P&P) Authority**

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 executive policy. These policies will be reviewed no less than annually and the documentation of their review (e.g., maintenance review log) shall be maintained by P&P. The maintenance review log shall be provided upon request by IAs and senior leadership. A review shall be executed by the appropriate P&P supervisor or designee. Further definition of the review process shall be detailed in the Goods and Services Procurement Guide, the AEP Procurement Guide, Construction Procurement Guide, or the P&P Contract Compliance Guide.
2. IAs shall ensure IA-maintained materials used internally to train staff and to administer the procurement and contract administration process, including but not limited to policies, manuals, standard work, are consistent with this executive policy. The IA shall review and maintain these materials no less than annually, and the IA shall maintain documentation of their review (e.g., maintenance log). The IA shall provide this maintenance log upon request by FIN PCO and senior leadership. The IA Division Director (or designee) shall initiate and execute the review. The Goods and Services Procurement Guide the AEP Procurement Guide, Construction Procurement Guide, or the P&P Contract Compliance Guide in conjunction with the appropriate Project Management Manual shall detail further definitions and procedures for the review process.
3. 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 Contract Administration**

1. **Procurement and Contract Administration Procedures, Standards, and Best Practices**
  - a. P&P shall provide procurement standards, guidelines and best practices in the following resources:
    - i. Goods and Services Procurement Guide
    - ii. AEP Procurement Guide
    - iii. Construction Procurement Guide
    - iv. P&P Contract Compliance Guide
2. **Prevailing Wages**

For all contracts with elements of public works in accordance with RCW 39.12 or Davis-Bacon Act, King County shall pay prevailing wages.

3. **Department-Specific Procurement Procedures**  
Individual IAs shall utilize and adhere to procurement policy generated by P& P when establishing any Department-specific procurement procedures.

**D. Contracting for Goods and Services; Architectural, Engineering, and Professional Services; and Construction Services**

1. **Responsibilities**

- a. King County Code 2.93 details the parameters of centralized procurement services.

2. **Beginning the Procurement Process**

- a. IAs shall submit a quarterly list of upcoming procurements to support allocation of procurement resources to the Procurement Supervisors.

3. **Maintenance**

- a. IAs must maintain their project management manuals to ensure compliance with this and subsequent procurement policies.

4. **Conflict of Interest**

- a. In adherence with KCC 3.04.030 and to avoid a perceived or actual conflict of interest, King County shall not enter into agreements with King County employees who are acting as a third-party vendor, supplier, consultant, contractor, or owner of a business.
- b. No King County employee shall attempt to secure an award or shall enter into a procurement agreement as a third-party vendor, supplier, consultant, contractor, or owner of a business that is entering into business with King County within one year of employment.
- c. Any agency employee participating as an Evaluation Panel member must complete a confidentiality and non-disclosure agreement (e.g. AEP Confidentiality and Non-Disclosure Agreement) to document conflicts of interest.

5. **Goods and Services**

- a. IAs seeking to buy or lease goods and services shall follow King County Policy CON 7-22, "Sustainable Purchasing Policy."
- b. IAs 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.

6. **Contracting for Capital Project Planning**

- a. IAs seeking to procure AEP or Construction Services will follow King County Policy CON 7-22, "Sustainable Purchasing Policy."
- b. Per CIP 8-3 and CIP 8-5, IAs will maintain IA-specific design and project management policies and procedures (i.e., PM manuals) that may affect contracting.
- c. IAs seeking to procure AEP services—or architectural and engineering (i.e., design services) or professional services, including construction management services—from consultants shall follow King County Policy CON 7-25-EP, "Procurement for

- Capital Projects - Architectural, Engineering, and Professional Services" as well as the AEP Procurement Guide.
- d. IAs seeking to procure Construction services from contractors shall follow King County Policy CON 7-26-EP, "Procurement for Capital Project Construction Services" as well as the Construction Procurement Guide.
7. **Source Funds**
- a. **Compliance with Source Funding**  
All procurements shall comply with funding source requirements. Contracts utilizing federal funds shall follow applicable federal regulations, grant documents, loan documents, and guidelines.
  - b. **Direct or Pass-Through**  
The IAs 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 Washington State agency on behalf of a federal agency or by any other funding source.
  - c. **Federal Grant or Loan Documents**  
Federally funded projects shall comply with the terms and conditions set forth in the governing grant or loan documents and follow the Uniform Guidance in 2 CFR 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. IA shall provide applicable loan or grant documents to P&P in accordance with P&P procedures.
  - d. **Pre-Award Compliance with Grant or Funding Language**  
The IAs 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.
  - e. **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.
  - f. **Consequences**  
For consequences for noncompliance with federal funding regulations, see Section VI "Consequences for Noncompliance" below.
8. **Highlighted Ordinances**  
King County Contracts will follow all applicable ordinances, including but not limited to:
- a. Living Wage Ordinance 17909 and CON 7-21 (PR)  
"Rules Implementing Living Wage Ordinance 17909 (PR)"

- b. Equal Benefits Ordinance 14823 and Ordinance 16856 and CON 7-15-1 (PR) "Rules Implementing Equal Benefits Ordinance 14823, and Ordinance 16856"
- c. Green Building and Sustainable Development Ordinance 17709.

**E. Suspension and Debarment**

1. **King County Public Rule**

For full guidance on suspension and debarment, see King County Public Rule CON 7-20 (PR) "Suspension and Debarment."

2. **Businesses Prohibited**

Third parties can be suspended and debarred locally, through the County, State, or Federal suspension and debarment lists.

3. **Forbidden Activities**

a. King County IAs shall not:

- i. Procure goods or services from suspended or debarred third parties.
- ii. Apply federal funds to transactions with suspended or debarred parties.
- iii. Enter into contracts (including awards and sub-awards) with suspended or debarred primary and/or subcontracted parties.

**F. Procurement Process**

1. **Procurement Waivers**

- a. All procurement waivers shall be approved by the IA's Department Director or designee prior to submission to P&P.
- b. All procurement waiver requests under \$500,000 shall be approved or denied by the Chief Procurement Officer.
- c. All procurement waiver requests over \$500,000 shall be approved or denied by the FBOD Director.

2. **Payment**

Payments shall be processed using the County's on-line financial system. In order to expedite the purchasing process, all County transactions will reference a contract, quantity and cost whenever applicable.

**G. Contract and Document Execution**

1. **Reviews and Resolution**

Before a contract may be signed by all parties (thusly "executed"), all appropriate reviews and issues uncovered during the review must be addressed and resolved. Ultimately, contract language disagreements and issue resolution are the responsibility of both the IA and the third party. Should issues not be resolved, parties shall not execute (i.e., sign) the agreement.

2. **Final Signature**

King County shall be the last party to sign a multi-party contract, thusly executing the contract at that time.

3. **Boilerplate Modifications**  
Any modification to contract language must be presented and approved by P&P. P&P may consult with the Prosecuting Attorney's Office, Business Development and Contract Compliance office (BDCC), and Office of Risk Management, as applicable, on contract language changes.
4. **Contract Signature**
  - a. Signature authority levels shall be determined by procurement type and clarified within the respective procurement guide.
  - b. The IA is 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.
  - c. Guidance on protocols for agreements and contract-related document hard copy signatures shall follow RCW 19.360.020 and electronic signatures shall follow RCW 19.360.030.

**H. Contract and Contract Purchasing Agreement (CPA) Closeout**

- a. **Contract closeout:**  
The Contract closeout is the final step of each contract. IA staff is responsible for this step in the process.
- b. **CPA Closeout:**  
CPA shall be closed within the financial system by P&P staff upon request by the IA.

**IV. 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 is responsible for communicating this policy to the management structure within their respective agencies and other appropriate parties.
- C. Implementing Agency directors are responsible for ensuring that their staff follow this policy.

**V. Maintenance**

- A. This policy will be maintained by the 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 Department* or its successor agency.



**VI. Consequences for Noncompliance**

- A. Agencies in noncompliance with this policy shall submit a letter of justification and remediation plan signed by the IA's Department Director or designee and addressed to the Chief Procurement Officer for review and action.
- B. **Consequences for noncompliance with federal funding regulations:**  
If an auditing authority finds a grantee IA to be in violation of federal procurement policies, the federal granting authority may no longer grant funds to that IA or the IA may have to pay back all disallowed costs or both.

**Appendices:**

- A. [Link to Goods & Services Procurement Guide](#)
- B. [Link to AEP Procurement Guide](#)
- C. [Link to Construction Procurement Guide](#)
- D. [Link to P&P Contract Compliance Guide](#)