

 <p>THURSTON COUNTY <i>Washington</i> Est. 1852</p> <p>POLICY</p>	Policy Title Procurement Policy (Create title as a hyperlink to the most recent version)	
	Number 201	Effective Date 04/23/2019
	Latest Approval Date ##/##/####	Approved By _____ [Insert Name Here, Sign Above]
	Next Review Date ##/##/####	
POLICY INTENT		
Purpose	<p>The Procurement Policy establishes the authority and responsibility of Offices/Departments in the Procurement process and ensures compliance with state and federal law. In addition, it:</p> <ul style="list-style-type: none"> • Provides fair and equitable treatment for those interested in bidding on County Contracts or otherwise providing goods and services. • Helps guard against fraud and favoritism when awarding County Contracts or purchasing goods and services. • Advances the goal that County Contracts are to be performed satisfactorily, efficiently at the lowest cost to the public, and that purchasing practices maximize the value received when spending public funds. • Achieves uniformity and efficiency among Offices and Departments in the Procurement processes. • Promotes acquisition of goods and services that reduce negative impacts on human health and the environment, while supporting a diverse, equitable, and vibrant community and economy that conforms to the County Environmental Sustainability Policy. 	
Scope	<p>All elected officials, directors, employees, and agents of the County must comply with this policy except where otherwise governed by federal or state law.</p> <p><input checked="" type="checkbox"/> Internal Only <input type="checkbox"/> Direct Impact to Citizens</p> <p>Unless exempted in section B below, this policy applies to:</p> <ul style="list-style-type: none"> • Purchasing any good or service by the County, and • Leasing real or personal property by the County, and • Contracts for Public Work. <p>Nothing in this policy prevents the County from complying with the terms and conditions of any grant, gift, or bequest which is otherwise consistent with federal, state, and local laws, provided the grant, gift or bequest does not obligate another Office or Department to incur unanticipated expenses without its approval.</p>	
Are Office/Department Documents on this subject permitted?	<input checked="" type="checkbox"/> Yes, Offices and Departments may develop their own internal policies which may be more detailed or more stringent than the minimum County requirements listed in this policy.	<input type="checkbox"/> No

POLICY STATEMENT

A. General Procurement Policy

1. All Offices and Departments must purchase goods and services in compliance with federal and state laws, County code, and all applicable rules and policies including Attachment A 201—2 Procurement Policy Main Elements attached and incorporated into this policy.
2. All Offices and Departments must use a written Contract for purchases of goods and services over \$10,000, for all Public Work, and for all leases.
3. All Offices and Departments must use the Total Cost of Acquisition (TCA) as defined in this policy to determine the dollar thresholds in applying this policy.
4. The County favors competitive bidding to the extent practical. All Offices and Departments will conduct competitive bidding in an open manner that is accessible to interested vendors and as required and in compliance with Attachment A.
5. County officials, directors employees, or Contract Officers must not be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such person, in whole or in part, or which may be made for the benefit of his or her Office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein. This section will not apply to the exemptions as listed in [RCW 42.23.030 \(1\)-\(12\)](#).
6. The Board of County Commissioners delegates authority to Directors, Elected Officials or their designee to approve, award, execute and amend all contracts, except those listed in Section A.7 of this policy, provided they do so in compliance with federal and state law and the provisions of this policy and its supporting procedures. In circumstances where contracting authority is unclear, or where there is a joint commitment, signatures of the Board and an elected official may be required.
7. Board approval is required for:
 - 7.1. All contracts entered into by a Department or Office following a formal bidding or competitive request for proposals (RFP);
 - 7.2. All multi-year expenditure Contracts, unless a non-appropriation clause is included in the Contract;
 - 7.3. All sole source Contracts;
 - 7.4. All real property acquisitions and disposals, including leases;
 - 7.5. All union labor agreements;
 - 7.6. Interlocal agreements;
 - 7.7. Grant applications;
 - 7.7.1. The Board has delegated approval of grant applications to the Assistant County Manager.
 - 7.8. Any contract that, by statute, must be approved by the governing body of the County.
8. Board approval is required for all amendments for contracts requiring a formal bidding or competitive RFP that causes cumulative change orders/amendments that exceed 10% of the original amount of the contract.
9. The Board may waive the competitive bid requirements of this policy and in Attachment A for service contracts upon request of an Elected Official or Department Director, as permitted by state law.

10. Offices and Departments must not break any project into units or phases if it is done for the purpose of avoiding the dollar threshold of a contract that would require using the Small Works Roster or a competitive bid Process.

B. Policy Exceptions – The following are not subject to this policy except as noted:

1. The following are exempt from this policy:
 - 1.1. Interfund agreements. Interfund agreements must comply with the Thurston County Financial Policies and Procedures. See [Financial Policies and Procedures Manual](#), Sections 5010 through 5050.
 - 1.2. Election materials and ballots pursuant to RCW 36.32.245(4)

2. See the list below and Attachment A for the types of contracts that are exempt from bidding and competitive solicitation. The following types of contracts must comply with all other provisions of this policy, including obtaining Board of County Commissioner approval.
 - 2.1. Purchases at auctions pursuant to RCW 39.30.045
 - 2.2. Architectural and engineering services pursuant to RCW 39.80
 - 2.3. Brokerage, securities, and debt transactions made in accordance with Thurston County Investment and Debt Policies
 - 2.4. Emergency Purchases pursuant to RCW 36.32.270 and RCW 39.04.280. Purchases of Goods and Services, including Public Work Contracts, during an emergency that may be, or is, a declared Federal disaster must follow procedures developed by the Risk Management and approved by the Civil Division to ensure compliance with Federal and State regulations and FEMA guidelines for emergency purchasing and contracting.
 - 2.5. Purchases of employment tests and employment testing services
 - 2.6. Expert witnesses for legal proceedings
 - 2.7. Current Federal Highway Administration Blanket Proprietary Approvals for Washington State. <http://www.wsdot.wa.gov/Design/ProjectDev/BlanketApprovals.htm>.
 - 2.8. Interlocal agreements pursuant to Chapter 39.34 RCW.
 - 2.9. Legal and public defender services
 - 2.10. Contracts with community service organizations for park improvements or maintenance pursuant to RCW 35.21.278
 - 2.11. Performance based Contracts for energy equipment pursuant to Chapter 39.35A RCW
 - 2.12. Service Contracts with community, social service, and health providers for the delivery of services using a Board-approved selection process (which may include an advisory board or committee recommendation).
 - 2.13. Public depositaries pursuant to Chapter 36.48 RCW
 - 2.14. Sole source procurement: Sole source procurement of goods and services may be undertaken without Bid or RFP only if the specifications for the purchase are such that only one respondent will reply (or there is only one source for the goods or services that meets the needs of the County.) The specifications must be material to the purpose of the purchase and not merely written so as to limit competition. The following steps need to be followed in order to obtain Board approval:
 - 2.14.1. Conduct a screening process whereby the purchase of a specific good or service can be justified;

- 2.14.2. Draft specifications that meet the needs of the County.
 - 2.14.3. Document why the good or service is available only through one provider or manufacturer (or distributor, and the manufacturer so certifies); and
 - 2.14.4. Document that the vendor certifies that the County is getting the lowest price it offers.
 - 2.14.5. Sole source purchases/leases must be registered with the Division of Risk Management and the Financial Services Division in the same manner as other Contracts.
 - 2.14.6. The Division of Risk Management will publish forms which will be used by any Office or Department undertaking a sole source purchase or lease. The forms will document that the required steps have been taken to make a sole source purchase.
- 2.15. Water pollution control facilities/services and solid waste handling facilities/services pursuant to RCW 36.32.265

C. Public Works Contracts

1. See Exhibit A – 201-02 Procurement Policy Main Elements for specific dollar limits and other requirements that apply to the following.
 - 1.1. Under a specific dollar limit, an Office or Department may award Public Works Contracts without advertising, competitive bidding, and/or the alternate requirements of the Small Works Roster process (RCW 36.32.250).
 - 1.2. Within specific dollar limits, an Office or Department may use the Limited Public Works Process as defined in RCW 39.04.155(3) for Public Works Contracts.
 - 1.3. Within specific dollar limits, an Office or Department may award Public Works Contracts through the Small Works Roster process, competitive bidding, or any other means so long as all legal requirements to enter into such Contract are met. Those requirements include:
 - 1.3.1. Obtaining a performance and payment bond or an acceptable substitute, and
 - 1.3.2. Meeting prevailing wage and meeting retained percentage requirements, except where prohibited by funding source.
 - 1.4. Above a specific dollar amount, a Competitive Sealed Bid process is required for Public Works Contracts.

D. Contracts Other than Public Works

1. See Exhibit A – 201-02 Procurement Policy Main Elements for specific dollar limits and other requirements that apply to the following
 - 1.1. Under a specific dollar limit, an Office or Department may authorize goods and/or services purchases without advertisement, formal competitive process or written contract (RCW 36.32.245). All such purchases must be for the business of the County, considering the best interests of the County and in conformance with policies published by the County Auditor, including:
 - 1.1.1. [Credit Card Policy](#)
 - 1.1.2. [Travel Policy](#)
 - 1.1.3. Miscellaneous Reimbursement Policy

1.1.4. [Petty Cash Accounts \(Change & Revolving\)](#)

- 1.2. Within specific dollar limits, an Office or Department may award contracts for goods and/or services without advertising or a formal sealed bid process, provided the vendor was selected pursuant to RCW 39.04.190 and the Thurston County Purchasing Procedure (RCW 36.32.245).
- 1.3. Above a specific dollar amount, an Office or Department must issue a Request for Quotes (RFQ) or Request for Proposals (RFP).

E. Information Technology Purchases (RCW 39.04.270)

1. The Information Technology Department will establish all information technology (IT) equipment standards in accordance with the current [Thurston County Administrative Manual, Environmental Sustainability](#) Policy. If the desired purchase is included in the current standards, the Information Technology Department will purchase through existing government Contracts. The Information Technology Department will maintain such Contracts to ensure the best available technology pricing for the County.
2. Purchases or leases of information technology with a price less than or equal to \$2,500 and which conform to the Information Technology Standards or Guidelines do not require Information Technology Department review. All other purchases or leases of Information Technology must be approved by the IT Technical Manager.
3. The IT Technical Manager must evaluate and determine whether to approve all other IT purchases over \$2,500. If the purchase is expected to be over \$50,000, the Office or Department must also complete and submit the IT Project Review Form (ITCG-200) to the IT Technical Manager and deliver a presentation to the Information Technology Committee (ITC).

F. Procurement Using Federal Funds

4. Federal Procurement Standards
 - 4.1. When procuring goods or services using direct or indirect (pass-through) Federal award funds, offices/departments must utilize the procurement methods outlined in this policy and Attachment A, and will also comply with Federal procurement standards outlined in §200.213, and §200.318 through §200.326 of 2 CFR 200 – [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \(the “Uniform Guidance” or “Super Circular”\)](#).
 - 4.2. Refer to Exhibit “B” for a comparison of Federal and non-federal procurement thresholds and authorized procurement methods.
 - 4.3. Where there is a difference between County procurement policy and Federal procurement policy, the most restrictive policy will govern, in accordance with §200.319(c).
5. Suspension and Debarment
 - 5.1. County offices/departments receiving federal awards must comply with debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, per [§200.213](#).
 - 5.2. County offices/departments will ensure and document that no agreement for goods or services is entered into with any entity or person (including subrecipients, contractors, vendors, and consultants) who has been disqualified (suspended or debarred) from participation in Federal programs or activities.
 - 5.3. County offices/departments will ensure that subrecipients, contractors, vendors, and consultants include suspension and debarment requirements in lower-tier agreements under the award.

6. Subrecipients vs. Contractors

6.1. County offices/departments must determine and document whether each agreement it intends to make for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor, in accordance with the definitions outlined in [§200.93](#) and [§200.23](#), respectively, and the defining characteristics of each outlined in [§200.330\(a\)-\(c\)](#).

7. Subrecipient Risk Assessments and Monitoring

7.1. County offices/departments will evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward in accordance with the risk factors outlined in [§200.331\(b\)\(1\)-\(4\)](#) to determine the appropriate levels of subrecipient monitoring and to determine whether additional subaward conditions should be imposed upon a subrecipient, per [§200.207](#) and [§200.331\(c\)](#).

7.2. County offices/departments must conduct risk assessments prior to entering into any subaward and subsequent subaward amendment, and annually thereafter for the life of each subaward.

7.3. County offices/departments will monitor subrecipient financial and program performance to ensure that subawards are used for authorized purposes; that they are in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, in accordance with [§200.331\(d\)](#).

7.4. Each subaward must be monitored in accordance with the grant requirements. Because the nature of grant funded activities varies depending on the program-specific needs and compliance requirements, offices/departments will use their best judgement in developing monitoring schedules and systems tailored to their programs' needs.

8. Subaward Agreements

8.1. Offices/departments must obtain prior written approval from the Federal or pass-through funding agency to subaward out non-construction services using Federal funds, in accordance with [§200.308\(c\)\(1\)\(vi\)](#).

8.2. Each subrecipient agreement (subaward) and each subsequent modification or amendment must be clearly identified to the subrecipient as a subaward and provide the federal award information outlined in [§200.331\(a\)\(1\)-\(6\)](#).

8.3. Each subaward will include appropriate Single Audit Act requirements pursuant to [2 CFR 200, Subpart F](#), including:

8.3.1. Subrecipient compliance with the Single Audit Act of 1984, as modified.

8.3.2. Independent auditor access to the subrecipient's financial records.

8.3.3. Provision by the subrecipient of any required Single Audits to the County within the time limit set forth in the Single Audit Act.

8.3.4. Access by the County to review of the subrecipient's financial records, in the event a Single Audit is not required.

8.3.5. Notification by the subrecipient and voiding of the subaward in the event of subrecipient suspension or debarment.

8.3.6. Verification by the subrecipient of non-suspension and non-debarment status prior to issuing lower-tier subawards or contracts.

8.4. Offices/departments will verify that subrecipients whose aggregate Federal award funding expended during the respective fiscal year equaled or exceeded \$750,000, including direct and pass-through, were audited in accordance with [§200.501](#).

8.5. Offices/departments must review subrecipients' audit reports annually to ensure compliance in Federal program areas in which the Office/Department passed through Federal award funds to the subrecipient, per §200.331(f).

9. Subrecipient and Contractor Payments

9.1. Offices/departments must ensure that payments are made to subrecipients and contractors in accordance with contract provisions (§200.305(b)(1) and will be made within 30 calendar days after receipt of the contractor billing unless there is reasonable belief that the request is improper, per §200.305(b)(3).

10. Conflicts of Interest

10.1. County employees must abide by the Ethics and Conflict of Interest Policy, Number 15.5, set forth in the *Thurston County Personnel Rules and Policies*.

10.2. The procurement of any contract supported by a Federal award must also comply with the more restrictive provisions of §200.318(c)(1), whereby all officers, employees, and agents of the County participating in the procurement process, including selection, award, or administration of a contract, must not have any *real or apparent* conflicts of interest regarding a purchase or contract.

10.3. Offices/departments must report suspected violations of this policy to the Financial Management Committee and/or Internal Auditor for thorough and impartial investigation. Determined violations will be subject to disciplinary action, as deemed appropriate by the Financial Management Committee and the respective Director/Elected Official, in consultation with the Department of Human Resources.

10.4. Violations of this section may be grounds for dismissal or forfeiture of office.

10.5. Employees found to be in violation may also be liable to the County for monetary penalties as allowable by state law, in addition to any civil or criminal liabilities or penalties that may be imposed by law enforcement.

10.6. Contracts entered into in violation of this policy will be voided.

11. Gifts and Gratuities

11.1. County officers, employees and agents involved in Federally supported procurement or contract administration must neither solicit nor accept gifts, including gratuities, favors, or anything of monetary value from contractors, subrecipients, or parties to subcontracts, per §200.318(c)(1).

12. Mandatory Disclosures

12.1. Offices/departments must disclose in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award, in accordance with [§200.113](#).

12.2. Disclosures must be made within 14 (fourteen) calendar days of violation determination.

G. The County Encourages Cooperative Purchasing

1. The County recognizes that using bid processes and contracts awarded by another public agency can achieve efficiency and greater volume discounts. The County encourages the use of these opportunities in accordance with the provisions of Chapter 39.34 RCW requiring the public agency that awarded the bid, proposal, or contract to comply with its own procurement requirements and to post the bid or solicitation on the internet.

2. Offices and Departments may search for such opportunities, including but not limited to State of Washington contracts, Federal and U.S. Community contracts, and contracts offered by other municipal corporations within the State of Washington which conform with Chapter [39.34 RCW](#).

H. The County Encourages Socially Responsible Purchasing

1. The County must follow Washington prevailing wage requirements for Public Works and Public Building Service Maintenance Contracts, pursuant to [Chapter 39.12 RCW](#).
2. The County is committed to providing Women and Minority Business Enterprises (WMBE) full access to County purchasing and contracting opportunities.
3. All County procurement activities will incorporate the goals in the Thurston [County Administrative Manual](#), Environmental Sustainability Policy, unless not allowed by funding source or other legal requirements.

I. Policy Compliance

1. Competitive Bidding Violations

- 1.1. Elected Officials, Directors and employees who are responsible for conducting procurements and working with contracts are expected to read, understand, and follow this policy. Directors and employees who violate this policy may be disciplined, up to and including termination. Elected Officials, Directors and employees who violate federal or state laws and regulations regarding contracting and purchasing are subject to RCW 39.30.020, which states:

1.1.1. "In addition to any other remedies or penalties contained in any law, municipal charter, ordinance, resolution or other enactment, any municipal officer by or through whom or under whose supervision, in whole or in part, any Contract is made in willful and intentional violation of any law, municipal charter, ordinance, resolution or other enactment requiring competitive bidding upon such contract shall be held liable to a civil penalty of not less than three hundred dollars and may be held liable, jointly and severally with any other such municipal officer, for all consequential damages to the municipal corporation. If, as a result of a criminal action, the violation is found to have been intentional, the municipal officer shall immediately forfeit his office. For purposes of this section, "municipal officer" shall mean an "officer" or "municipal officer" as those terms are defined in RCW 42.23.020(2)."

DEFINITIONS AND ACRONYMS

Award	The formal decision to accept a Bid or proposal.
Bid	An offer to perform a Contract for work and labor or supplying materials at a specified price. The response submitted by a bidder to an invitation for bids.
Board	Thurston County Board of County Commissioners
Code of Federal Regulations (CFR)	The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
Competitive Bidding	The offer of firm bids to supply specified services by individuals or firms competing for a contract.
Competitive Sealed Bid	A method of selecting the lowest responsive bid for a specific Public Work project. Written Bids are submitted by contractors based on plans and specifications in the Call for Sealed Bids. No negotiation with bidders is permitted.
Contract	Any agreement (other than a purchase order) between two or more parties stipulating obligations of one to another. It is a mutually binding legal relationship obligating the seller to furnish the product, materials, or services and the buyer to pay for them. To be enforceable, a Contract must contain five essential elements: an offer and acceptance of the offer;

	consideration; legal subject matter; competent parties; and essential terms and conditions.
Contractor	A vendor who has been awarded a contract for goods and/or services and has entered into a contract with Thurston County.
Contract Officer	The County employee designated by the elected official or Department director to manage a Contract in compliance with this policy.
Consultant	A contractor or vendor offering or providing engineering, architectural, or other professional services.
Cooperative Contract (also Group Contract)	An agreement that utilizes Bids, proposals or Contracts awarded by another public agency to achieve efficiency, easier access, or greater volume discounts.
County	Thurston County
County Manager	The top executive position reporting to the Board of County Commissioners.
Department	A Thurston County department established by the Board with an appointed director or a board or commission appointed by the Board.
Emergency Purchases	Purchases made to maintain safety, security, and/or preservation of County assets during exigent events, provided an emergency is declared by the Board or other lawful authority as soon as practicable.
Exempted Public Work (XPW)	Public Work Contracts less than \$40,000. (RCW 36.32.250) (Resolution 14267)
Fleet Acquisitions	The acquisition of any vehicle (such as cars, trucks, or trailers) that must be licensed according to state law for use on public roads, ride-on construction equipment (such as dozers, excavators, or pavers), and ride-on commercial-size equipment with wheels or tracks (such as lawn mowers, skid steer loaders, tractors, forklifts, and mobile work platforms).
Grant	Any gift, appropriation, donation, or advance by any donor, whether absolute or conditional, for any purpose. The County may be the donor (grantor) or the recipient (grantee).
Information Technology (IT)	The equipment, software and services used in storing, processing, copying, transmitting, and displaying all forms of electronic information. Information technology includes but is not limited to: equipment and services associated with personal computers, servers, laptops and portable computers, printers, and all associated peripheral devices. It also includes equipment and services associated with network components, backup systems, wireless networks, copy machines, fax machines, telephones, cell phones, software licenses, telecommunications equipment, imaging systems, and audio/visual/media systems. NOTE: Cabling and other IT related improvements to the infrastructure of a County owned or leased building is not included in this definition because such projects generally fall within the definition of a Public Work.
Interlocal Agreement	An agreement between the County and other public agency as defined under Chapter 39.34 RCW.
Interfund Agreement	A brief informal memo of understanding signed by the elected official or department director, which includes the scope of work and time period, may be written for work to be performed by one County office/department for another County office/department. Interfund agreements are not considered a "purchase" or "contract" for the purposes of this policy.
Limited Public Work Process (LPW)	(RCW 39.04.155(3)) Provides uniform Small Works Roster provisions to Award Contracts for work, construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by the County. These provisions may be used in lieu of other procedures to Award

	Public Work Contracts with an estimated cost of less than \$35,000. However, the County has elected to invoke the authority provided to the Board to establish an alternative procedure for all Public Work Contracts under \$40,000. <i>(This definition and explanation is provided solely for the benefit of those who may be familiar with the RCW reference regarding the Limited Public Work Process. See definition - Exempted Public Work (XPW)).</i>
Office	The office of a County elected official.
Ordinary Maintenance	Includes work to maintain an asset that is performed on a regular basis (i.e. weekly, monthly, or annually), except for janitorial services which include work performed by janitors, waxers, shampooers, and window cleaners only.
Procurement	The combined functions of purchasing, inventory control, transportation, receiving, inspection, store keeping, and salvage and disposal operations.
Procurement Process	All activities involved in finding, agreeing to terms, and acquiring goods, services, infrastructure, and public work either purchased or leased, including but not limited to: <ul style="list-style-type: none"> • identifying the need to procure; • selecting vendors; • contracting and making purchases; and • managing contracts and vendors.
Professional Services Contract	A Contract for professional or technical expertise contracted to accomplish a specific study, project, task, or other work statement.
Proposal	An offer submitted by a vendor in response to a request for proposals and intended to be used as a basis for negotiation for a contract.
Public Building Service Maintenance Contracts	Janitorial service Contracts on public buildings and/or assets and cover only work performed by janitors, waxers, shampooers, and window cleaners, pursuant to WAC 296-127-01308.
Public Work	All work involving construction, alteration, repair, or improvement, other than Ordinary Maintenance, executed at the cost of the County. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction, and utility construction. In terms of building construction, it includes anything that is permanently affixed to the building. (RCW 39.04.010)
Public Work Contract	A Contract in writing for the execution of Public Work for a fixed or determinable amount awarded per procedures required by state law, pursuant to RCW 39.04.010.
Purchase Order	A document generated by the County that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding on both parties. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.
Request for Proposal (RFP) (Excluding Engineering, Architecture, and other professional services described in Chapter 39.80 RCW)	A method used to solicit written proposals for services. A RFP may include a Request for Information, Request for Qualifications or other similar methods used to solicit proposals for services. The intent of the RFP is to acquire, by the most advantageous and flexible method, the services needed at the highest possible quality. Unlike most material Contracts, where the primary concern is cost, in service procurement evaluative factors are generally based on qualifications and ability to do the job. A RFP differs from a Competitive Sealed Bid in three important ways: <ol style="list-style-type: none"> 1. It permits discussions and negotiations with competing proposers and allows changes in their proposals including price.

	<p>Alterations by negotiation in the nature of a proposal and in prices may be made after proposals are opened.</p> <ol style="list-style-type: none"> 2. It allows comparative evaluations to be made when selecting among acceptable proposals for Contract Awards. 3. It provides a flexible method of approaching a project which has limited specifications or requirements. The results wanted are known but there may not be a clear understanding of the specific requirements needed to identify how or what the methods may be, or what the services may entail.
Responsible Bidder – Public Work	At the time of bid submittal, comply with the criteria set forth in RCW 39.04.350. For other types of contracting, the same criteria apply excepting those only related to the construction of facilities.
Responsive Bidder	A bidder that has adequately address the requirements of the contract as set forth in the RFP/RFQ or other soliciting document. A bidder must be a Responsive Bidder in order to be considered a Responsible Bidder.
Risk Assessment	<p>The assessment of each subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:</p> <ul style="list-style-type: none"> • The subrecipient’s prior experience with the same or similar subawards; • The results of previous audits; • Whether the subrecipient has new personnel or new or substantially changed systems; and • The extent and results of other Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
Small Public Work (SPW)	A Public Work of \$300,000 or less, Total Net Cost of Acquisition.
Small Works Roster	(RCW 39.04.155) A list of pre-qualified contractors used for the purpose of obtaining quotations and awarding Contracts for Public Work with an estimated cost of \$300,000 or less, Total Net Cost of Acquisition.
Socially Responsible Purchasing	Includes all aspects of social and environmental justice, including equal benefits, women and minority contracting, environmental sustainability, fair labor practices and policies.
Standard Form Contract	Written contracts specific to various types of commonly procured goods and services drafted by the Office of the Prosecuting Attorney, Civil Division. The Standard Form Contracts will be made available through the Risk Management Division of Human Resources.
Subrecipient	A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program. An individual that is a beneficiary of a Federal program is not a subrecipient. A non-federal entity may concurrently receive Federal awards as a recipient, a subrecipient and a contractor (2 CFR 200.93). Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity: (1) determines who is eligible to receive what Federal assistance; (2) has its performance measured in relation to whether objectives of a Federal program were met; (3) has responsibility for programmatic decision making; (4) is responsible for adherence to applicable Federal program requirements specified in the Federal award; and (5) in accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing

	statute, as opposed to providing goods or services for the benefit of the pass-through entity (§200.330(a)(1)-(5)).
Sustainability	Using natural, financial, and human resources in a responsible manner that meets existing needs without compromising the ability of future generations to meet their own needs.
Total Cost of Acquisition (TCA)	The total of sales price, sales or use tax, freight or shipping charges, installation or set up charges, security deposits, and any other charges applicable to the acquisition. Interest to be paid over the term of the Contract and bargain purchase option amount will be included, where applicable, for leases and installation purchases.
Total Net Cost of Acquisition (TNCA)	Total Cost of Acquisition less trade-in or other applicable credit.
Vendor	A potential provider of goods and/or services.
WMBE (Women and Minority Owned Business Enterprises)	Companies that are certified by the State Office of Minority and Women’s Business Enterprises as being owned at least 51% by a woman or minority. Some Departments also use the term HUB (Historically Underutilized Business) with the same definition.
RELEVANT LAWS AND OTHER SUPPORTING INFORMATION	
County Code State Law State Rule Other Sources	RCW 36.32.250 RCW 39.04.010 RCW 39.04.155 RCW 39.04.270 RCW 39.04.350 RCW 39.12 RCW 39.30.020 RCW 39.34 RCW 42.23.020(2) RCW 42.23.030 (1)-(12)WAC 296-127-01308
Superseded Documents	List titles and URLs (if available) of all policies superseded by this Policy. If none, insert ‘N/A’.
Supporting Documents	201-01 Procurement Procedures 201-02 Attachment A - Main Elements of Procurement Policy 201-03 Attachment B – Comparison of Procurement Method Thresholds
Related Documents	<ul style="list-style-type: none"> • Credit Card Policy • Travel Policy • Miscellaneous Reimbursement Policy • Petty Cash Accounts (Change & Revolving)
Communication and Implementation Strategy	<p>County Policy Coordinator will:</p> <ul style="list-style-type: none"> • develop updated procurement procedures, templates, and training; • send a County-wide email describing the new Procurement Policy; • work with the Public Information Officer (PIO) to put an article in the employee newsletter; and • present the policy and procedure at the Elected Official meeting, Executive Management meeting, and meetings of committees that will be included in the policy review process; and

	<ul style="list-style-type: none"> coordinate the review of the various Office/Department Documents regarding procurements to ensure consistency with this County-wide Document.
POLICY ADMINISTRATION	
Policy Owner	Assistant County Manager
Contact Person (if different from above)	Same as above
Roles and Responsibilities	Employees Who Purchase <ul style="list-style-type: none"> Are familiar with purchasing requirements and procedures, including ethical responsibilities and restrictions on purchasing where the employee has, or appears to have, any direct or indirect interest in the purchase. Complies with this policy and the procedures for implementing this policy.
	The Risk Management Division or its successor function <ul style="list-style-type: none"> Drafts procedures templates and forms, including form Contracts, to implement this policy. Risk Management with the review and approval of the Assistant County Manager, may revise procedures and forms as necessary for efficiency, legal and regulatory compliance, and changes in technology without the approval of the Board, provided such changes are in compliance with this policy; Registers all Contracts and shares the register with the Clerk of the Board; Reviews all inter-agency Contracts and Contracts in accordance with Attachment A and routing to the Civil Division for legal review. At its discretion, reviews Contracts of less than \$40,000; and Makes training opportunities available for Contract Officers with cooperation of other Human Resources Department staff.
	The County Prosecuting Attorney's Civil Division or its successor function <ul style="list-style-type: none"> Reviews rules, procedures, and forms, including form Contracts, developed by Risk Management and the Assistant County Manager, to implement this policy. Reviews Contracts referred to them by Offices, Departments or Risk Management.
	Assistant County Manager <ul style="list-style-type: none"> Approves all grant applications on behalf of the Board. Develops, reviews, and approves all procedures, templates, and forms, including form Contracts.
	The Central Services director or its successor position <ul style="list-style-type: none"> Manages the centralized fleet for all fleet acquisitions, except for vehicles donated in kind to the County. ER&R Fleet Operations creates and maintains standards for equipment and vehicles.

	Information Technology Director or its successor position.	<ul style="list-style-type: none"> Ensures the IT Technical Manager has established and published technology standards for the County upon which approval of IT leases and contracts will be made.
	Elected Officials and Department directors	<ul style="list-style-type: none"> Complies with this policy and the procedures for implementing this policy within their Offices and Departments. Ensures employees who purchase are familiar with purchasing requirements and procedures, including ethical responsibilities and restrictions on purchasing where the employee has, or appears to have, any direct or indirect interest in the purchase. Ensures all Information Technology purchases and Contracts comply with the established standards for the County. Monitors contractor compliance with the specifications, terms and conditions of the Grant and/or Contract. Reports suspected violations of this policy to the Financial Management Committee and/or Internal Auditor for thorough and impartial investigation. Conducts risk assessments prior to entering into any subaward and subsequent subaward amendment, and annually thereafter for the life of each subaward. Monitors subrecipient financial and program performance to ensure that subawards are used for authorized purposes; that they are in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.
	Financial Management Committee (FMC)	<ul style="list-style-type: none"> Determines if violations of this policy will be subject to disciplinary action.
	The Board	<ul style="list-style-type: none"> Reviews and approves modifications to this policy. Delegates approval of grant applications to the Assistant County Manager. Approves all contracts entered into by a Department or Office and contract amendments as specified in Section A, General Procurement Policy, and Attachment A. May delegate authority to Directors, Elected Officials or their designee to approve, award, execute and amend all contracts as specified in Section A, General Procurement Policy, and Attachment A.

		<ul style="list-style-type: none"> May waive the competitive bid requirements of this policy for service contracts upon request of an Elected Official or Department Director, as permitted by state law. 						
REVISION HISTORY								
Effective Date	Approved By	Modifications						
04/09/2019	_____ Name/Title	Policy Updated in new format and grant requirements added						
09/01/2014	_____ Name/Title	Thurston County Administrative Manual (TCAM) Procurement Policy created						
Xx/xx/xxxx	_____ Name/Title	Indicate what changed						
Reviewers of the Current Revision	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name/Title</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name/Title</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name/Title</td> <td style="border-bottom: 1px solid black; text-align: center;">Name/Title</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Name/Title</td> <td style="border-bottom: 1px solid black; text-align: center;">Name/Title</td> </tr> </table>		Name/Title	Name/Title	Name/Title	Name/Title	Name/Title	Name/Title
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FURTHER INFORMATION	
This section is not published on the final PDF document. It is for website purposes only	
Keywords for search engine	Bidding, Conflict of Interest, Consultants, Contracts, Federal Funds, Information Technology, Purchases, Purchasing, Procurement, Public Work, Sole Source, Sole Source, Subrecipient, Vendor