

# **REQUEST FOR APPLICATIONS**

**Community Buildings Program Technical Assistance and Program Design Support** 

Request for Applications Opens: June 16, 2025

Request for Applications Closes: July 16, 2025 11:59 PM PT

All questions regarding this advertisement should be sent to CPRG@KingCounty.gov no later than July 9 at 11:59 PM PT. Answers will be posted in the FAQ section on the main advertisement page.

# SECTION 1 INSTRUCTION TO APPLICANTS, SUBMISSION EVALUATION AND CONTRACT AWARD

#### 1.1. Introduction

A. King County is soliciting applications from interested firms to provide technical assistance, program design support, and limited custom engineering design for the Community Buildings Program (Program). This Program intends to equitably decarbonize community-oriented buildings in King, Kitsap, Pierce, and Snohomish Counties, with a specific focus on buildings located in or serving low-income and disadvantaged communities (LIDAC), as defined by U.S. Environmental Protection Agency (EPA)<sup>1</sup>.

The Community Buildings Program is a key component of the suite of services funded by a U.S. EPA Climate Pollution Reduction Grant (CPRG) awarded to King County in August 2024.

The purpose of this Request for Applications (RFA) is to establish a contract to provide goods and/or services. The Consultant selected through this RFA will support two parts of the Community Buildings Program:

- 1. Decarbonization services for non-government owned community buildings that serve as gathering spaces<sup>2</sup> and/or provide community services.<sup>3</sup>
- 2. Grants for local governments to fund decarbonization of government-owned community buildings that serve as gathering spaces and/or provide community services.

These parts of the Program are both explicitly focused on building sizes and construction types similar to small-medium commercial buildings (less than 50,000 ft<sup>2</sup>), with the majority of buildings in the Program likely being 10,000 ft<sup>2</sup> or less.

At the request of County, additional services may be rendered for the Program, or other parts of County decarbonization programs.

Interested firms should be able to provide all services identified in all geographies in this RFA, either in-house or in collaboration with teaming partners (subconsultants).

King County intends to issue one (1) contract from this RFA to one (1) firm; however, King County reserves the right to select multiple Consultants given application materials based on geography or services when/if necessary.

See Section 2.3 Scope of Work/Technical Requirements for further detail.

This RFA seeks applications from interested firms to provide the following services:

• **Technical assistance for non-government owned community buildings** – services and project planning, as well as management of the technical assistance process, to

<sup>&</sup>lt;sup>1</sup> See page 7 for EPA definition of LIDAC: https://www.epa.gov/system/files/documents/2023-

<sup>08/</sup>Low%20Income%20%20Disadvantaged%20Communities%20Benefits%20Analysis.pdf

<sup>&</sup>lt;sup>2</sup> "Buildings that serve as gathering spaces" are defined as enclosed structures, fully protected from the elements, in which large groups of people intentionally congregate. Examples of such buildings include community centers, community arts centers, etc.

<sup>&</sup>lt;sup>3</sup> "Buildings that provide community services" are defined as enclosed structures, fully protected from the elements, that are used to directly enable people to improve their lives. Examples of such buildings include food banks, community health clinics, skills training sites, etc.

deliver planning for cost-effective decarbonization for non-government owned community buildings.

- **Program design support** a range of potential services, provided on a limited basis, including program design feedback, graphic design for program logos, GIS analysis, and other services as needed to support design and implementation of a direct installation program for non-government owned community buildings.
- **Custom engineering and project design** development of a limited number of engineering and mechanical plans for non-government owned buildings participating in the Program that need custom solutions. (Note: costs for installations will be included in a separate RFA.)
- **Pre-award technical assistance for government-owned community buildings -** decarbonization project design and planning to support development of strong project plans for government-owned community buildings.

Eligible applicant entities for this RFA include private consultants or consulting firms, and nonprofit organizations that offer consulting services. The Scope of Work under this RFA does not include any construction labor, sourcing of building materials or equipment, or installation work. Subsequent labor and installation projects will be contracted separately from this RFA, subject to the following EPA funding provisions: Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) apply, as well as the non-discrimination and procurement activity requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program under assistance agreements, contained in 40 CFR, Part 33.

- B. The term of the Contract will run from 2025 through September 30, 2029, subject to funding availability and the termination clauses contained herein. King County reserves the right to extend the Contract term or number of buildings served if determined to be in the best interest of the County.
  - Program design support will begin in Q3/Q4 2025 and run through the contract term (Q2 2029).
  - Pre-application technical assistance will likely occur in Q1 and Q2 of 2026, although may start earlier in Q3/Q4 of 2025.
  - Technical assistance for program participants, as well as any custom design/engineering/mechanical work, will likely occur from Q2 2026 through Q1 2028.

# 1.2. Communications

Upon release of this RFA, no oral interpretations of the RFA will be made to any Applicants. Oral explanations or instructions will be considered unofficial and are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. Communications concerning this solicitation, with other than the Contract Specialist via CPRG@kingcounty.gov may cause the Applicant to be disqualified.

#### **1.3. Deadline for Questions**

All questions and any explanations about this RFA must be requested in writing and sent via email to the CPRG@kingcounty.gov no later than seven (7) days prior to the close date specified in the

solicitation. Responses will be provided in a formal Q&A document posted to the RFA website for this funding opportunity at:

https://kingcounty.gov/en/dept/executive/governance-leadership/climate-office

#### 1.4. Addenda and Clarifications

If at any time, the County changes, revises, deletes, increases, and/or otherwise modifies the RFA, the County will issue a written Addendum to the RFA. Applicant must acknowledge all Addenda to the solicitation before submitting an application in response to this RFA. Clarifications are for informational purposes only.

#### 1.5. Late Submissions

King County will not allow late submissions or modifications of submission after the close date and time specified for receipt. Applicants shall assume full responsibility for ensuring electronic delivery of Submissions on or before the close date and time as specified.

#### 1.6. Submittal Procedure

Applications must be received prior to the close date and time indicated on page 1 of this RFA document. King County will only accept electronic submittals through the JotForm submittal form located on the ECO website at: https://kingcounty.gov/en/dept/executive/governance-leadership/climate-office/focus-areas/building-decarbonization/pollution-reduction-grant/community-buildings-solicitation. Applications that do not conform to the requirements specified herein may be rejected.

#### 1.7. Cancellation of RFA or Postponement of RFA Closing

The County reserves the right to cancel the RFA at any time. The County may change the date and time for submission prior to the date and time established for submittal via an Addenda.

#### 1.8. Examination of RFA Documents

The submission of an application shall constitute an acknowledgement upon which the County may rely that the Applicant has thoroughly examined and is familiar with the RFA, including the geographic program coverage area identified in the RFA, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of an Applicant to comply with above requirement shall in no way relieve the Applicant from any obligations with respect to its submission or to any Contract awarded pursuant to this RFA. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFA.

# 1.9. Modifications of Submission or Withdrawal of Submission Prior to Submission Close Date

Modifications or withdrawal of Applications already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the Applications.

# 1.10. Submission Withdrawal After Submission Close Date

Except for claims of error granted by the County, no Applicant may withdraw a submission after the close date and time established for submitting applications, or before the award and execution

of a Contract pursuant to this RFA, unless the award has been delayed for a period exceeding the period for submission effectiveness.

Requests to withdraw an application due to error must be submitted in writing by email along with supporting evidence for such claim for review by the County. Evidence must be sent via email to the Contract Specialist(s) listed in the solicitation within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a submission and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other application error or mistake, and the sole liability for any application error or mistake rests with the Applicant.

#### 1.11. Error and Administrative Corrections

The County shall not be responsible for any errors in applications. Applicants shall only be allowed to alter applications after the application deadline in response to requests for clarifications and/or Best and Final Offers by the County.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

#### **1.12.** Application Response Instructions

- A. Submissions shall address the questions pertaining to the Scope of Work as described throughout the RFA and in the order presented identifying the submission questions by number. Submissions need to be specific, detailed and straightforward using clear, concise, easily understood language that speaks to the Applicant's approach, commitment and ability to perform the services described in the RFA.
- B. Applicants answering the submission questions shall examine the entire Request for Applications document (this document) including the instructions, terms and conditions, specifications, and applicable standards and regulations. Responses shall not exceed the page limit and should focus on similar experience your company/organization has previously provided. Applicants may include active, informative and up-to-date web links in their submission; however, web content shall not substitute for full and complete responses to the application questions. Failure to provide full and complete responses to all application questions within the designated application format and page limits shall be at the Applicant's risk. Web hyperlinks or document references to additional information beyond that which is submitted within the designated format and page limit requirements for this RFA shall not be considered in scoring in applications.

#### **1.13. Application Content**

Electronic applications and required attachments must be submitted via the JotForm Application Form; applications will be accepted ONLY via the JotForm Application Form. The application shall contain the following items in the sequence outlined below:

- A. **JotForm Applicant Information:** The following required information fields shall be entered in the application form:
  - Applicant firm's legal name
  - State of Incorporation

- Washington State Unified Business Identifier (UBI) number (if applicable)
- Federal Tax ID number
- Unique Entity Identifier (UEI) number (if applicable)
- Single point of contact (name and title) and their contact information (telephone and email address) for all communications related to the submission
- B. **Application Narrative Responses** (twelve (12) pages maximum, 11-point font, single spaced, 1" margins, 8.5"x11" paper): Refer to Section 2.3 Scope of Work to ensure the following responses address the RFA tasks and activities.

The Narrative Response portion of the application has three (3) sections:

- Introduction and Overview
- Experience, Background, and Qualifications
- Methodology and Approach to Scope of Work

All applicants will also submit a cost proposal, MWBE plan, references, and any desired revisions to contract language. See 1.13.C-F below for templates and addition detail.

To complete the Narrative Response portion of the application, respond to the following questions, in the following order. Use specific examples to illustrate experience.

#### Introduction and Overview

Describe your firm and its history of the following:

- Working with local governments, community organizations or communities to create project outcomes and reduce greenhouse gas (GHG) emissions in projects described in the Scope of Work (Section 2).
- Engaging communities in learning about and pursuing energy efficiency and decarbonization upgrades, your relationships to those communities, and specific strategies used to discuss project options and intended outcomes. Include examples of relevant experience working with multi-racial, multi-cultural, multi-linguistic communities, in a manner that is collaborative, respectful, and equitable.
- Your history of work and activity in King, Kitsap, Pierce, and Snohomish Counties, including your work with each utility serving these areas. Please note if any county, or any portion of any county, is outside your current service area and what your approach would be to delivering services to buildings in those areas if selected for this contract.

#### Experience, Background, and Qualifications

Describe the key personnel who will be working on the project—including identification of the Project Manager—their roles on the team and their experience successfully delivering projects similar to the scope of work, and their qualifications to provide the services and scope of work requirements outlined in Section 2. Please include a review of proposed subconsultants on your team (if any), including experience and qualifications as described above. Include estimated staff time dedicated to this project for both primes and subs.

As they relate to the services outlined in this RFA describe your experiences with:

- Delivering technical assistance to support whole building decarbonization, specifically for community-oriented or small commercial buildings in the Puget Sound region or, if lacking experience in the Puget Sound region, for such buildings in other regions. Experience should include examples of decarbonization technical assistance, including customer engagement; energy use modeling; estimating utility bill impacts of electrification and weatherization retrofits; developing cost estimates of retrofits and integrating rebates and financing options for such retrofits in those estimates. Mention your evaluation and selection process for recommending electric equipment to replace fossil fuel equipment, including space and water heating, cooking, and other fossil fuel equipment commonly found in small commercial or community buildings.
- Designing decarbonization programs focused on community-oriented (see definitions in RFA Introduction section) or small commercial buildings (less than 10,000 ft<sup>2</sup>) in the Puget Sound region or, if lacking experience in the Puget Sound region, for such buildings in other regions. Experience should include development and management of successful community-oriented decarbonization programs; evaluation of applications and/or project proposals to assess budget estimates, project readiness, and other project characteristics to support effective, efficient, and equitable resource allocation; management of technical assistance delivery; and collaboration with multi-racial, multi-cultural, multi-linguistic, and low-income communities, in a manner that is respectful and equitable.
- Your firm's experience with workforce development programs (akin to King County's JumpStart program) or hosting trainees, and/or your willingness to engage in such programs. Please also describe your firm's internal policies and processes for workforce development.

#### Methodology and Approach to Scope of Work

Describe your proposed methodology and approach to completing the Scope of Work outlined in this RFA. Specifically describe the following, where relevant:

- Approach to centering LIDAC populations in your work, specifically as it relates to community-oriented buildings or small commercial buildings and their owners, operators, and occupants. Evaluate how your approach fosters positive results in decarbonizing building operations, while also ensuring program participants experience and perceive positive impact of the program.
- Approach to delivering programs that serve both building owners and building occupants, where programs are delivered with both sets of needs in mind.
- Approach to customer service and collaboration, specifically as it relates to owners, operators, and occupants of community buildings. Describe how this approach will impact community trust and confidence in the program.
- Approach to management of technical assistance delivery.
- Approach to site assessments, auditing and other measures used to develop a decarbonization and project plans, and your approach to ensuring issuance of accurate and actionable recommendations and estimates of GHG emissions

reductions resulting from proposed equipment installation. Additionally, discuss how you would approach community building assessments, including identifying low-cost equipment replacements to achieve high-impact, long-term GHG emissions reductions and approach to ensuring minimal building occupant disruption during large-scale system upgrades.

- Process for evaluating relevant utility rebates, state funding or grants, and/or any other relevant financing opportunities available for individual properties and assisting such properties with preparing and submitting applications for subject rebates.
- Approach to community building or small commercial building energy audits. Review your evaluation process to determine what type of energy audit is needed, including when "remote" audits may be conducted online versus in-person evaluations; and when blower door tests, thermographic inspection or other audit methods are used/needed.
- Typical information provided in your energy audit report and technical assistance products. Describe the distinct features of your services offered for community or small commercial buildings, if any, or how it complies with nationally recognized or recommended standards. Describe your strategy for electrification prioritization to achieve low-cost, high impact GHG reductions, specifically to support small commercial buildings used for community gathering spaces or community services.
- Approach to ensuring energy cost-neutrality for building owners or occupants resulting from implementation of electrification recommendations.
- Approach to creating and leveraging efficiencies and minimizing coordination time/administration time.
- Process for tracking client status and assessment outcomes and ensuring timely invoicing for services.
- The firm's experience with and proposed plan for providing translation and interpretation services and support when needed, including determining what the language access needs are for potential program applications and participants and providing such translation and interpretation services. Include the languages for which support will be provided. Note: King County staff may also have resources to support translation services.
- C. **MWBE Utilization Approach (Attachment A):** Provide an MWBE Utilization Approach for the proposed project team that addresses each of the five (5) required plan elements identified in Attachment A MWBE Utilization Approach. The MWBE Utilization Approach should be no more than 2 pages in length, single-spaced size 11 font. The County will evaluate the Applicant's approach to ensuring participation by Minority and/or Women Business Enterprise (MWBE) firms throughout the project team. The Approach will be evaluated on its quality and specific actions that the Applicant took or will take to maximize MWBE participation on the project team.
- D. **Cost Proposal (Attachment B):** Using Attachment B (tab 1), provide the budget for the proposed project activities. Include estimated hours and labor rates, estimated per building rates for program services (where applicable), and estimated total cost per Task. Refer to Section 2.5 for information about the target number of buildings served by these funds.

Please be sure to include a brief budget narrative, attached to the cost proposal and not to exceed 2 pages, that describes how you arrived at line items in the budget.

- E. **References (Attachment C):** Provide a list of at least three (3) references including the fields identified in Attachment C, for whom the Applicant has performed similar services to that described in Section 2.3 Scope of Work within the last five (5) years. Not to exceed 3 pages total.
- F. **Contract Agreement (Exhibit 1):** Using track changes in Microsoft Word®, identify any exceptions to terms and conditions and attachments in the Contract Agreement. King County reserves the right to negotiate minor exceptions with the top-ranked firm provided such minor exceptions are submitted with the submission. Minor exceptions must provide proposed language, and reasons for the exception. If the Cost Submission is dependent on the minor exceptions, the Applicant must also include, with the proposed language, the cost that would be associated with the exceptions and a brief explanation for the difference.

#### 1.14. Evaluation Criteria and Submission Scoring

A. Each application will receive up to 100 points total for application responses. Point allocation by section is as follows:

#	Evaluation Criteria	Max. Points
1	Introduction and Overview	10
2	Experience, Background, and Qualifications	25
3	Methodology and approach to scope of work	25
4	Relevant references	15
5	Cost Proposal: Reasonableness and completeness of proposed costs	15
6	Minority and Women Business Enterprises (M/WBE) Utilization Plan	10
	Total Possible Points from Written Application	100
7	Interviews and Demonstrations (if King County opts to conduct these)	25
	Total Possible Points from Interview	25

- B. The County will make an award to the highest-scored application that demonstrates ability to deliver the services in a manner that achieves the intended outcomes, on time, and within budget. The County anticipates making one (1) contract award through this RFA.
- C. Responses will be evaluated based on each criteria listed above and will be scored from 0 to 5 for each criterion. The 0 to 5 scores represent the following percentages, which will then be applied to the individual evaluation criteria to determine the point value assigned by criteria:

0 = 0% Did not provide a response to the requirement.

1 = 20% Far below expectations, a poor response that somewhat meets requirements.

2 = 40% Below expectations; meets requirements minimally. A fair response that meets the requirements in an adequate manner. Demonstrates a basic ability to comply with guidelines, parameters, and requirements.

3 = 60% Meets expectations; meets all requirements and demonstrates a clear, concise knowledge and understanding of the subject matter. Average or slightly above average.

4 = 80% Exceeds expectations, a very good response that provides useful information, while showing knowledge, expertise, and understanding within the category. Submission is well thought-out and addresses all requirements. No apparent deficiencies.

5 = 100% Far exceeds expectations, a superior response that is highly comprehensive, providing an excellent reply that meets all category requirements. Considered to be an excellent standard, demonstrating the Applicant's authoritative knowledge and understanding of the project.

After the individual criteria have been scored, and percentages applied to individual criteria areas, the points in individual criteria areas will be added up to determine an applicant's overall score.

- D. The MWBE Utilization Approach (Attachment A) is a required application submittal. Failure to address all required Utilization Approach elements described in Attachment A may result in the entire application being found Non-Responsive.
- E. If an award is not made based on evaluation of the written application alone, King County may elect, at its own option, to conduct interviews. If interviews are conducted, they will be worth a total of twenty-five (25) points. Firms selected to be interviewed will be notified in writing. Instructions for the interview process will also be shared in writing.

#### 1.15. Compliance with RFA, Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall provide submissions that respond to RFA requirements.
- B. The County reserves the right to reject any applications for any reason including, but not limited to, the following:
  - Any submission that is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any submission that has any qualification, limitation, exception or provision attached to the submission;
  - Any submission from Applicants who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the work;
  - Any submission submitted by an Applicant which is not registered or licensed as may be required by law in the state of Washington or local government agencies;
  - Any submission from Applicants who are not approved as being compliant with the requirements for equal employment opportunity; and
  - Any submission for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its application, the Applicant waives and releases any claims against the County arising from any rejection of any or all applications, including any claim for costs incurred by Applicants in the preparation and presentation of applications in response to this RFA.

D. Applications shall address all requirements identified in this RFA. In addition, the County may consider submission alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Submission alternatives may be considered if deemed to be in the County's best interests. Submission alternatives shall be clearly identified.

#### 1.16. Acceptance of Contracts and Attachments

Applicant shall review the draft contract, and all its attachments. If there are exceptions taken to the terms and conditions, the Applicant shall include it as an attachment to the submission, identifying the exceptions and proposed changes. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word®.

#### 1.17. Forms Required before Contract Signing

The top ranked Applicant shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award.

- Certificate of Insurance and Endorsement Have Insurance Agent e-mail to Contract Specialist evidence of insurance from insurer(s) satisfactory to the County certifying to the coverage of insurance set forth in this RFA.
- Responsibility Attestation and Detail Form:

(https://kingcounty.gov/~/media/depts/finance/procurement/forms/responsibility-detail-andattestation-form.ashx?la=en) – If determined to be the highest ranked Applicant will complete the form and return it to the County.

#### 1.18. Cost of Submissions and Samples

The County is not liable for any costs incurred by the Applicant in the preparation and evaluation of applications submitted. If applicable, samples of items required must be submitted to the location and by the date and time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Applicant's request and expense unless otherwise specified.

#### 1.19. Collusion

By submitting this application electronically, the Applicant certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Applicants, none of the applications from the participants of such collusion will be considered. The County's determination will be final.

# 1.20. Application Price and Effective Date

A. The application price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFA. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the submission price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate

amount to the Consultant for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Submission price.

- B. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Consultant for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Submission price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.
- C. In the event of a discrepancy between the unit price and the extended amount for a submission item, the County reserves the right to clarify the Submission.
- D. The submission shall remain in effect for One Hundred and Twenty (120) Days after the submission due date, unless extended by agreement.

#### **1.21. Application Evaluation and Contract Award**

- A. The County will evaluate applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of submission information may be conducted with those Applicants whose submissions are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that an Applicant appears fully qualified to perform the Contract or it may require additional information or actions from an Applicant. In the event the County determines that the application is not within the Competitive Range the County shall eliminate the application from further consideration.
- C. The evaluation of applications and additional information may result in successive reductions of the number of applications that remain in the Competitive Range. If applicable to the solicitation, the firms remaining in the Competitive Range may be invited to continue in the application evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Applicants within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised application with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Applicants to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject submissions.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Applicants and without an opportunity to submit Best and Final Offers

when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Applicant whose submission best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Applicant offering the lowest price. The County shall have no obligations until a Contract is signed between the Applicant and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

#### 1.22. Utilization of Disadvantaged Business Enterprises

The requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33, apply to this Solicitation. Pursuant to 40 CFR Section 33.301, applicants are required to make good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

#### Fair Share Objectives

In accordance with the requirements of EPA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises in procurement, the Applicant agrees to ensure, to the fullest extent possible that, at least the applicable "fair share" objectives of federal funds for contracts and subcontracts for supplies, construction, equipment, or services, are made available to organizations owned or controlled by socially and economically disadvantaged individuals and women. The following are King County's historical MBE and WBE construction utilization rates reported in its 2024 Disparity Study:

#### MBE 17.4% WBE 6.3%

For the purposes of this section, Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) is a business that has been certified as such by the State of Washington Office of Minority and Women Business Enterprises (OMWBE). An online directory of certified firms is available at www.omwbe.wa.gov.

#### 1.23. Responsive and Responsible

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA.

In determining the responsibility of the Applicant, the County may consider:

- A. the ability, capacity and skill to perform the Contract and provide the service required.
- B. the character, integrity, reputation, judgment and efficiency.
- C. financial resources to perform the Contract properly and within the times proposed.
- D. the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims.
- E. compliance with federal, state and local laws and ordinances relating to public contracts.
- F. other information having a bearing on the decision to award the Contract.

For all contracts with a value of \$100,000 or more, the selected Applicant must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.

The County shall conduct a review in order to determine the selected Applicant's responsibility related to these areas. Failure to fully answer any responsibility question, or otherwise be out of compliance with the requirements of the code as determined by the County, shall eliminate the Applicant from consideration of award

Failure of an Applicant to be deemed responsible or responsive may result in the rejection of a submission.

#### 1.24. Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Applicant shall submit proof of adequate financial resources available to carry out the execution and completion of Work required by the contract.

King County reserves the right to audit the Consultant throughout the term of the contract to assure the Consultant's financial fitness to perform and comply with all terms and conditions contained within the contract. King County will be the sole judge in determining the Consultant's financial fitness in carrying out the terms of the Contract.

#### 1.25. Sustainable Purchasing Policy

Applicants able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in Submissions when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).

#### 1.26. Single Submission Receipt

If the County receives a single responsive, responsible application the County may request an extension of the application acceptance period and/or conduct a price or cost analysis on such submission. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single application; the County reserves the right to reject such application or any portion thereof.

#### 1.27. News Releases

News releases pertaining to this RFA, the services, or the project to which it relates, shall not be made without prior approval by and then only in coordination with King County.

#### 1.28. Public Disclosure of Submissions

This procurement is subject to the Public Records Act, Chapter 42.56 RCW:

https://apps.leg.wa.gov/rcw/default.aspx?cite=42.56. Applications submitted under this RFA shall be considered public documents unless the documents are exempt under the public disclosure laws.

If an Applicant considers any portion of its submission to be protected under the law, the Applicant shall clearly mark each section as "CONFIDENTIAL" or "PROPRIETARY". If any materials are marked "CONFIDENTIAL" or "PROPRIETARY", Applicants have ten (10) calendar days from the receipt of the Notice of Selection/Non-Award to obtain a court order enjoining release pursuant to RCW 42.56.

# SECTION 2 SCOPE OF WORK/TECHNICAL REQUIREMENTS

#### 2.1. Introduction

King County is seeking a Consultant to provide the following services:

- **Technical assistance for non-government owned community buildings** services and project planning, as well as management of those processes, to deliver planning for cost-effective decarbonization for non-government owned community buildings.
- **Program design support -** a range of potential services, including graphic design for program logos, GIS analysis, and other services as needed to support design and implementation of a accessible, equitable, effective, cost-efficient direct installation program for non-government owned community buildings.
- Custom engineering and design development of custom engineering and mechanical plans for non-government owned buildings participating in the program that need custom solutions or advanced construction support. (Note: costs for services and installations will be included in a separate RFA.)
- **Pre-award technical assistance for government-owned community buildings** decarbonization project design and planning to support development of strong project plans for government-owned community-oriented buildings that have been selected to receive a grant from King County.

#### 2.2. Background and Purpose

#### **Community Buildings Program Overview**

The Community Buildings Program aims to accelerate equitable decarbonization, while improving health and resilience, by electrifying and weatherizing buildings that serve as community gathering spaces and/or offer community services. The Program will emphasize buildings in and/or serving low-income and disadvantaged communities as defined by EPA.

To this end, the Program has multiple goals, of which the following are relevant to this RFA:

- Weatherize and electrify the space heating/cooling systems, and other vital and connected systems that run on fossil fuels, where relevant, of up to 41 nongovernment owned buildings that serve as community gathering spaces or offer community services. This includes the installation of heat pump space heating/cooling and weatherization<sup>4</sup>. It's anticipated that most buildings in the Program will be less than 10,000 ft<sup>2</sup>.
- Provide grant funding to weatherize and electrify the heating/cooling systems, and other vital and connected systems that run on fossil fuels, where relevant, of up to 14 government owned buildings that serve as community gathering spaces or offer community services. This includes the installation of heat pump systems and weatherization.

Additionally, the Program will incorporate workforce development by integrating paid, work-based learning placements into project execution. This initiative aims to create sixty-three work-based

<sup>&</sup>lt;sup>4</sup> For the purposes of the Community Buildings Program, weatherization is defined as air sealing (of windows, doors, etc.) and improvements to or installation of insulation; it does not include window or door replacement.

learning placements across King, Pierce, Snohomish, and Kitsap counties throughout the project's duration. Relevant contractors and consultants (with the cost covered by grant funding) will collaborate with designated workforce development organizations in each county to facilitate paid work-based learning for qualified trainees. This program will focus on entry-level construction and project management roles related to building weatherization and electrification.

Community building owners and operators will apply to receive building decarbonization improvements via a form on the King County website. King County, in coordination with government officials and community members in King, Pierce, Kitsap, and Snohomish Counties will select program participants from the applicant pools for each program.

Program expenditures to support building decarbonization will vary across the four-county region, with a goal of achieving the following spending distribution:

- 49% in King County
- 5% in Kitsap County
- 28% in Pierce County
- 18% in Snohomish County

There are two parts of the Community Buildings Program that are relevant to the Scope of Work (2.3) described below. The two parts will operate in the following manner:

# Community Buildings Program Services for Non-Government Owned Community Buildings

Pre-application:

 Technical assistance will be available on a limited basis for high-need, low-capacity entities as determined by the County, to assist with information collection. Example information collection would include building age, energy mix and utilities, electrical system characteristics, history of permitted repairs, etc. Please note, this assistance would be available to community building owners or operators planning to apply for the program, not ones already accepted into the program.

For buildings selected for program participation, the program will provide:

- Phase I Preliminary technical assistance to:
  - Assess whether the building is a good candidate for electric heat pump installation, and conduct initial rough budget estimate.
- Phase II Full technical assistance to:
  - Develop a decarbonization plan primarily focused on space heating/cooling, with consideration for additional measures, that identifies cost-effective decarbonization measures. Where relevant, the decarbonization plan will also advance compliance with state or local laws or ordinances and/or advance access to federal, state, or local decarbonization financing opportunities.
  - Evaluate a preexisting decarbonization plan (where one exists) and revise or update if necessary.
  - Develop project plans for installing electric heat pump systems and weatherization, including feasibility, budget, recommended timelines, and engineering and mechanical plans where needed.

- Set up ENERGY STAR Portfolio Manager and/or other utility data sharing and analysis mechanisms to establish pre-installation energy use baselines and assess post-installation energy savings.
- Direct installations of electric heat pumps and supporting weatherization
  - Buildings within LIDACs: 100% cost coverage, up to \$100K project cost cap
  - Buildings outside of LIDACs: 75% cost coverage, up to \$80K

Note: Technical assistance to non-government owned buildings would occur approximately one year prior to any installations.

#### Community Buildings Program Services Government Owned Buildings

For buildings selected for program participation, the program will provide:

- Competitive grant funding to local governments to electrify one of their buildings that serves as a community gathering space or provides a community service
  - Buildings within LIDACs: 50% cost coverage up to \$500K
  - Buildings outside of LIDACs: 30% cost coverage up to \$300K cap
- Pre-award technical assistance will be available on a limited basis for high-need, lowcapacity local governments as determined by the County, to assist with project development. Examples of assistance provided may include decarbonization plans, budget and workplan development, engineering support, and other needed elements.

King County anticipates that all parts of the Community Buildings Program will comply with federal, state, and local rebate program requirements to maximize use of external funding sources, in turn maximizing the reach of CPRG-funded program benefits. Program design, retrofit recommendations, subcontractor selection, and building selection shall meet requirements such that buildings retrofitted under this program will, at minimum, be viable to receive federal Inflation Reduction Act rebates as administered by the state, Solar for All funding, local utility rebates, and any other relevant rebates or funding opportunities.

# Overview of Services Requested through this RFA

This RFA is focused on Consultant support primarily for non-government owned community buildings, with a smaller and limited engagement on government-owned community buildings. At the request of King County, additional services may be rendered for the Program, or other parts of County decarbonization programs.

The purpose of this contract is to establish goods and/or services to:

- (1) provide technical assistance for non-government owned community buildings;
- (2) support program design for the portion of the program focused on non-government owned community buildings;
- (3) provide custom engineering design to a limited number of program participants; and

(4) provide pre-award technical assistance to a limited number of local governments interested in seeking grant funding from King County to decarbonize one of their community buildings

The Consultant will coordinate with King County staff and the CPRG Implementation Advisory Committee (Committee) to complete the tasks, deliverables, and outcomes described in the Scope of Work (2.3). The Committee consists of members representing King, Kitsap, Pierce, and Snohomish counties and some of their largest cities. The Committee supports program design, as well as evaluating program services, participant selection, and other tasks as determined by the County.

#### 2.3. Scope of Work

The selected Consultant will provide the above services by completing seven (7) tasks and associated activities outlined here and described in detail below. The Consultant will reference these tasks and activities in monthly invoices and reports submitted to King County.

- Task 1 Administration & Reporting
- Task 2 Technical Assistance for Non-Government Owned Community Buildings
- Task 3 Program Design Support
- Task 4 Custom Engineering
- Task 5 Pre-award Technical Assistance for Government-Owned Community Buildings
- Task 6 Final Report
- Task 7 Contingency

#### Task 1 – Administration & Reporting

- A. A kickoff meeting with King County staff and the Committee to review program details and establish expectations following the contracting process.
- B. Monthly program progress reports in a format determined by King County. Reports will be delivered to the King County Program Manager no later than 12:00 PM Pacific Time on the 10<sup>th</sup> of each month for the prior month's work. Progress reports should include the following:
  - (1) Technical assistance services rendered, status of ongoing technical assistance services and pipeline, including program and type of technical assistance, challenges faced and/or lessons learned, budget spend to date, budget for services in process, and projected budget for services in the pipeline. Technical assistance services shall be separated out by program: (a) non-government owned buildings, (b) government-owned buildings; and, by program stage: pre-application, Phase I, Phase II, pre-award.
  - (2) Status and submission of technical assistance outcomes, including audit level used and rationale for use, date of scheduled audits, audit outcomes, decarbonization plans, project plans, recommendations provided to building participants or King County where relevant, and any other pertinent information to communicate the efficacy, efficiency, and impact of technical assistance provided. Consultant shall also note buildings with decarbonization opportunities that may align with available external rebates and funding opportunities.
  - (3) Status of program design task progress, challenges, outcomes, and budget status including spend to date, budget for services in process, and projected budget for services in pipeline.

- (4) Status of custom engineering support, including actions taken, rationale, challenges, and plan for completion.
- C. Biweekly or monthly coordination with King County staff to ensure program alignment, progress, and effective and efficient program delivery.
- D. Outstanding customer service to program participants that fosters trust, confidence, engagement, and good favor toward King County, its contractors, and decarbonization programs in general.
- E. A project closeout meeting & final report; see Task 6.

#### Task 2 – Technical Assistance to Support Equitable Community Building Decarbonization

- A. Management of the technical assistance process, including scheduling, subconsultant management (where/if relevant), coordination with King County staff, and ensuring outstanding customer service and results delivered on time and within budget.
- B. Pre-application support for a limited number of non-government entities that own or lease non-government owned community-oriented buildings:
  - (1) Language interpretation and translation services to understand program offerings and complete application materials, with language services anticipated for Spanish and approximately three to four additional languages (e.g., Chinese and Vietnamese);
  - (2) Information gathering to support complete program applications, including building history, energy use, mechanical/electrical systems, recent upgrades, etc.;
- C. Phase I For preliminarily accepted applicants, initial assessment of decarbonization potential, budget, and project readiness. Non-government owned community buildings that are selected to participate in the program will receive Phase I technical assistance to assess whether they are good candidate for electrification, whether they have sound project readiness, and the potential cost of installations. This initial assessment may include:
  - (1) *Site verification and initial assessment.* The Consultant will assess building floorplans, equipment, and any other relevant factors needed to determine whether a building is a good candidate for electrification, with a particular focus on potential for installation of heat pump heating/cooling. This may include a site visit, where needed.
  - (2) *Budget estimation.* The Consultant will make an initial budget estimate (rough order of magnitude) for weatherization and electrification (focused on space heating/cooling).
  - (3) *Utility rebate evaluations*. Working with King County staff, the Consultant will assess the existing rebates and other financing mechanisms that the building is eligible for based on site evaluation and other information.
  - (4) *Assessment of other project characteristics* to support effective, efficient, and equitable program resource allocation.
  - (5) *Recommendations for participant advancement through the program.* The Consultant will provide King County a report for each initial assessment, including actions taken, information collected, project budget estimate, and recommendations and rationale for whether King County should advance the building through the program based on whether it's a good candidate for electrification, has sound project readiness, and any other relevant project characteristics. Based on these recommendations, resource

distribution, and resource availability, King County will decide whether a building continues on to full technical assistance and project planning.

Note: King County staff will receive, process and lead scoring of program applications, in partnership with Committee and community members, and will select program participants. In some cases, King County may need support from the Consultant to evaluate applications for potential budget implications and likelihood of project completion.

- D. Phase II Technical assistance to support decarbonization of non-government owned buildings that are advanced beyond Phase I technical assistance.
  - (1) *Establish building teams.* The Consultant will work with the selected participants to establish a core team within the participating buildings to assist with scheduling, site reviews, audits, and installation planning. Each team should include members core to the building operations, including owners, facilities managers, property managers, and representatives of tenant organization(s) where relevant. Community members associated with the building occupant organization may be included as building team members. The ultimate makeup of each building team is at the discretion of the individual building owners and occupant organization (where a building is leased).
  - (2) Set up energy usage data collection. Work with program participant to set up ENERGY STAR Portfolio Manager and/or other utility data sharing configurations that will enable streamlined collection and analysis of energy use data for 2 years prior to electrification installations and 2 years after installations to inform program evaluation.
    - Assist building owners with utility connections and information needed for long-term management of their accounts, including ensuring that each ESPM account is set up for automatic billing and usage uploads with relevant utilities and/or other utility data sharing configurations are set up such that there is automatic data collection that is accessible to King County staff in addition to relevant building owners and operators.
    - Monitor the ESPM account or other data collection system set up in the above subtask for 6-months after completion of account setup, data entry, and utility connections. This monitoring period ensures account uploads are functioning properly before handoff to the building owner/occupant team. Upon completion of the monitoring period, the Consultant will ensure that the Participant has necessary log-in information where relevant, understands account inputs and features where relevant, and has a streamlined system in place for data sharing with King County. The Consultant may schedule brief hand-off meetings to facilitate this transition.
  - (3) *Perform building audits.* The Consultant will perform the necessary ASHRAE level building audit, as determined by the Consultant and King County, for participating buildings to establish current energy usage, emissions intensity, fossil fuel equipment and fuel usage, and cost-effective options for decarbonization of existing facilities.
  - (4) Develop a decarbonization plan. In coordination with the building team, develop a decarbonization plan including the following:
    - *Decarbonization recommendations.* Concluding the audit, the Consultant shall issue decarbonization recommendations based on audits and retrofit planning analysis.

These reports should detail in plain terms the actionable steps a building owner could take to complete to fully decarbonize building operations, including removal of all, or the greatest combustion sources of, fossil-fuels and fossil-fuel appliances. Reports should prioritize investment measures by cost effectiveness of decarbonization measures and convey a recommended sequencing of implementation. These reports must provide information on whether retrofits can be achieved with cost-neutral impacts and/or cost-savings for building occupants. Reports will be presented to the building teams and King County as defined above.

- [Where relevant] Advancing Clean Buildings Law and local building performance standard compliance. For buildings covered by the Clean Buildings Law Tier 2 reporting requirements and applicable local jurisdiction's building performance standards (e.g. City of Seattle Building Emissions Performance Standards (BEPS)), the Consultant shall assist in compliance preparation with the phase II building technical assistance reports. This will include enrollment in ENERGY STAR Portfolio Manager (ESPM). This may also include providing guidance to the building owner on appropriate process and deadlines for reporting, and available programs for compliance.
- (5) Develop a project plan. Develop a project plan for electric heat pump installation for heating and cooling and any needed supporting weatherization and/or upgrade to connected vital systems. The project plan should include budget, scope of project, equipment recommendations and rationale for equipment and capacity recommendation, timeline, anticipated installation impacts on utility bills and other elements, anticipated GHG emissions reductions based on methodology agreed upon with King County, identification of any potential obstacles, challenges, or barriers to successful completion of installations, and any other information needed to streamline the process of installation. Additionally, flag any project that requires specialized or unique solutions, engineering or mechanical plans, and seek and gain approval from King County staff before developing such plans. The project plan should be easily implementable by King County and its installation contractors, and it should achieve effective, efficient, equitable results.
- (6) *Notify King County of completed technical assistance.* The Consultant will notify King County of successfully completed technical assistance services, including sites receiving service, decarbonization plan, and project plan.
- E. Technical Assistance Report Based the technical assistance services rendered, the Consultant will produce a technical assistance report for each participating building that will include the following (where relevant to the type of technical assistance rendered).
  - (1) Results of the building audit including methods used and an interpretation of findings for the Participant.
  - (2) Decarbonization plan and recommendations for the priority investment areas that are most cost-effective and impactful for reducing GHG emissions, and improving building occupant comfort, health, usability, and resilience.
  - (3) Analysis of the Washington state Clean Building Law and relevant local building performance laws compliance needs and requirements for covered buildings, including reporting and target requirements, necessary documentation, and compliance timelines.

- (4) Cost estimates for recommended improvements, and detailed outline of existing resource options (i.e., rebates, tax credits, financing options) for upgrades needed to achieve whole-building decarbonization. This may include coordination with staff at King County to ensure all available programs are offered to the Participant.
- (5) Project plan for specific, relevant installations.
- (6) Recommendations to King County for whether to advance the participant to the next phase of support, and the rationale for those recommendations.
- F. Support for Workforce Development Programming The Consultant and selected subconsultants from Task 3 will engage in workforce development efforts in collaboration with the King County Jumpstart program, the Coalition for Climate Careers (C3), and designated workforce development organizations in Kitsap, Snohomish, and Pierce counties, as needed to meet the program goals outlined in Section 2.0. The Consultant will require energy audit subconsultants to participate in paid work-based learning when requested by King County. Additionally, the Consultant will also host at least two workforce program participants each year, as requested by King County. Workforce development program participants will complete 240 hours of work-based learning with relevant contractors across King, Kitsap, Snohomish, and Pierce counties. Participants will be recruited from local training programs that ensure the necessary qualifications and certifications, as determined through collaboration and consultation between the consultants, sub-consultants, and the workforce development organizations facilitating paid work-based learning. Trainees may work on other Contractor efforts if contract-associated demand is not high enough to warrant Trainee participation.

# Task 3 – Program Design Support for the Non-Government Owned Buildings Portion of the Program

- A. Program design support for a direct installation program for non-government owned community buildings, including providing input and consultation to King County staff in the buildout of program flow, customer journey maps, application, and program evaluation processes.
- B. Other program design support as needed, potentially including data management system advice, community outreach support, GIS analysis (e.g., analysis to support prospective applicants' understanding of their eligibility and scoring based on geographic location; analysis to help identify buildings that may be good program candidates), graphic design for program logos, document templates, etc.

#### Task 4 – Custom Engineering for Non-Government Owned Community Buildings

- A. Development of custom engineering and mechanical plans for program participant buildings that require specialized engineering or mechanical solutions.
- B. Ongoing design and project support in coordination with King County staff, and ensuring outstanding customer service and results delivered on time and within budget. (Note: costs for services and installations are included in a separate RFA. King County will contract directly with installers.)

#### Task 5 – Pre-Award Technical Assistance for Government-Owned Community Buildings

- A. Pre-award technical assistance for government-owned community-oriented buildings that have been preliminarily selected for decarbonization grants; official award of a grant would be subject to completion of a successful project plan per this task, which would be supported by the selected Consultant. King County staff will receive, process, and lead scoring of grant applications, in partnership with county review panels (comprised of Committee members and community members), and will make grant selections. For high-need, low-capacity grant applicants who applied for the program without a detailed project plan, the Consultant will provide technical assistance to support project development, including the creation of decarbonization plans, budget, workplan development, engineering support, and other needed elements to create a strong project plan.
  - (1) Establish building teams. The Consultant will work with the selected participants to establish a core team within the participating buildings to assist with site reviews, audits, and installation planning. Each team should include members core to the building operations, including owners, facilities managers, property managers, and representatives of tenant organization(s) where relevant. Community members associated with the building occupant organization may be included as building team members. The ultimate makeup of each building team is at the discretion of the individual building owners and occupant organization (where a building is leased).
  - (2) Set up energy usage data collection. Work with program participant to set up Energy Star Portfolio Manager and/or other utility data sharing configurations that will enable streamlined collection and analysis of energy use data for two years prior to electrification installations and two years after installations to inform program evaluation.
    - Assist building owners with utility connections and information needed for long-term management of their accounts. This includes ensuring that each ESPM account and/or other utility data sharing configurations are set up such that there is automatic data collection, and billing and usage uploads with relevant utilities that is accessible to King County staff in addition to relevant building owners and operators.
    - Monitor the ESPM account or other data collection system set up in in the above subtask for six months after completion of account setup, data entry, and utility connections. This monitoring period ensures account uploads are functioning properly before handoff to the building owner/occupant team. Upon completion of the monitoring period, the Consultant will ensure that the Participant has necessary log-in information where relevant, understands account inputs and features where relevant, and has a streamlined system in place for data sharing with King County. The Consultant may schedule brief hand-off meetings to facilitate this transition.
  - (3) *Perform building audits.* The Consultant will perform the necessary ASHRAE level building audit, as determined by the Consultant and King County, for participating buildings to establish current energy usage, emissions intensity, fossil fuel equipment and fuel usage, and cost-effective options for decarbonization of existing facilities.
  - (4) *Develop a decarbonization plan.* In coordination with the building team, develop a decarbonization plan including the following:
    - *Decarbonization Recommendations.* Concluding the audit, the Consultant shall issue decarbonization recommendations based on audits and retrofit planning analysis. These

reports should detail in plain terms the actionable steps a building owner could take to complete to fully decarbonize building operations, including removal of all, or the greatest combustion sources of, fossil-fuels and fossil-fuel appliances. Reports should prioritize investment measures by cost effectiveness of decarbonization measures and convey a recommended sequencing of implementation. Resulting reports must provide information on whether retrofits can be achieved with cost-neutral impacts and/or cost-savings for building occupants. Reports will be presented to the building teams and King County as defined above.

- Advancing Clean Buildings Law and local building performance standard compliance. For buildings covered by the Clean Buildings Law Tier 2 reporting requirements and applicable local jurisdiction's building performance standards (e.g. City of Seattle Building Emissions Performance Standards (BEPS)), the Consultant shall assist in compliance preparation with the phase II building technical assistance reports, including ESPM enrollment. This may also include providing guidance to the building owner on appropriate process and deadlines for reporting, and available programs for compliance.
- (5) Develop a project plan. Develop a project plan for electric heat pump installation for heating and cooling and any needed supporting weatherization and/or upgrade to connected vital systems. The project plan should include budget; scope of project; workplan; equipment recommendations and rationale for equipment and capacity recommendation; timeline; anticipated installation impacts on utility bills and other elements; anticipated GHG emissions reductions based on methodology agreed upon with King County; identification of any potential obstacles, challenges, or barriers to successful completion of installations; and any other information needed to streamline the process of installation. Additionally, flag any project that requires specialized or unique solutions, engineering or mechanical plans, and seek and gain approval from King County staff before developing such plans. The project plan should be easily implementable by King County and its installation contractors, and it should achieve effective, efficient, equitable results.
- (6) *Notify King County of completed technical assistance.* The Consultant will notify King County of successfully completed technical assistance services, including sites receiving service, decarbonization plan, and project plan.
- B. Technical Assistance Report Based the technical assistance services rendered, the Consultant will produce a technical assistance report for each participating building that will include the following (where relevant to the type of technical assistance rendered).
  - (1) Results of the building audit including methods used and an interpretation of findings for the Participant.
  - (2) Decarbonization plan and recommendations for the priority investment areas that are most cost-effective and impactful for reducing GHG emissions, and improving building occupant comfort, health, usability, and resilience.
  - (3) Analysis of the Washington state Clean Building Law and relevant local building performance laws compliance needs and requirements for covered buildings, including reporting and target requirements, necessary documentation, and compliance timelines.
  - (4) Cost estimates for recommended improvements, and detailed outline of existing resource options (i.e., rebates, tax credits, financing options) for upgrades needed to achieve whole-

building decarbonization. This may include coordination with staff at King County to ensure all available programs are offered to the Participant.

- (5) Project plan for specific, relevant installations.
- C. Recommendations to King County for whether to advance the participant to the next phase of support, and the rationale for those recommendations.

#### Task 6 – Final Report

- A. The Consultant will prepare a draft report with the following information:
  - Summary of the services delivered and project process
  - Description of the services delivered and project process, including participants receiving technical assistance, types of technical assistance rendered by program, number of buildings covered under the Clean Buildings Law or other local laws, and program participants' profiles; as well as descriptions of program design and custom engineering solutions provided.
  - Estimated GHG emissions reductions as directed by King County
  - Estimated cost-savings for participants
  - Technical assistance reports issued
  - Up-to-date contact information for all relevant parties for each building in the Program, including contractors who conducted work on the building, on-site building representatives, ESPM account point of contact, etc.)
  - Any other relevant information as requested by King County

King County staff may review the report and request edits. At the conclusion of the contract period, the Consultant will issue a final version of this report to King County staff.

#### Task 7 – Contingency

A. The Consultant may include a contingency task, with funds to cover items unanticipated in the above scope, to be delivered during the contract pending King County Project Manager authorization.

#### 2.4. Deliverables

The Consultant will complete the following deliverables. The Consultant shall maintain regular and ongoing communications with King County staff and provide monthly invoices and reports. Deliverables will be considered met/satisfactory upon acceptance by King County.

A. Task 2: Technical Assistance to Support Equitable Community Building Decarbonization:

- Pre-application technical assistance provided to non-government owned community buildings such that they have complete, accurate applications and that applicants have a better understanding of how to collect such information (up to 20).
- Initial site assessment reports and recommendations provided to King County staff and program participants that are non-government owned buildings receiving initial site assessment (up to 50).

- For non-government owned buildings that advance beyond initial site assessment receiving full suite of technical assistance (40-50 total):
  - ESPM accounts and/or other forms of energy use data collection mechanisms for each participating building with appropriate utility connections.
  - Monitoring and troubleshooting of ESPM accounts and/or other energy use data collection mechanisms for 6-months after creation.
  - Hand-off reports for energy use data collection provided to the building team and King County detailing instructions for building owner to maintain access (credentials should be building owner access only), as well as results from the monitoring period, including any abnormalities to be aware of.
  - Technical assistance reports delivered to the building owner and King County, including all facets of the reports described in the relevant Tasks above.
  - Up-to-date contact information for the ESPM account manager/point of contact for each building and/or relevant contact information for the energy use data collection mechanism.
  - One technical assistance report and consultation meeting for each Participant building, 40-50 total.
- B. Task 3: Program Design Support for the Non-Government Owned Buildings Portion of the Program
  - Program design workshop and discussion meetings with King County staff.
  - As agreed upon with King County staff, and depending on need, data management system advice, community outreach support, GIS analysis, graphic design for program logos, and templates.
- C. Task 4: Custom Engineering for Non-Government Owned Community Buildings -
  - Engineering and mechanical plans/designs for buildings that need custom solutions or advanced project design support, in coordination with King County staff, and ensuring outstanding customer service and results delivered on time and within budget. Note: costs for installations and equipment are included in a separate RFA.
  - Report for each custom plan delivered, including the plan itself, as well as program participant profile, services rendered (and rationale for them), outcomes, challenges, lessons learned, and any other relevant information.
- D. Task 5: Pre-Award Technical Assistance for Government-Owned Community Buildings -
  - For government owned buildings receiving project plan development support (up to 5 buildings total):
    - Detailed project plan (including budget, workplan, timeline, etc.) delivered to the building owner and King County, including all facets of the reports described in the relevant Tasks above.
    - One technical assistance report and consultation meeting for each Participant building.

E. Task 6: Final Report – One final report and necessary attachments detailing information outlined in Task 6.

#### 2.5. Desired Outcomes

The desired outcomes of the deliverables described are:

- An effective, efficient, equitable program that meets decarbonization goals, improves indoor air quality, increases climate resilience, and builds trust within the community;
- Program participant satisfaction;
- Increased community trust in King County government;
- Increased community confidence in decarbonization programs;
- Quantifiable reduction of GHG emissions.

The target outputs for the Community Buildings Program technical assistance, design support, and engineering support include, at a minimum:

Output	Number
Pre-application technical assistance provided to non-government owned community buildings	10-20 buildings
Non-government owned buildings receiving Phase I technical assistance	40-50 buildings
Non-government owned buildings that advance beyond initial site assessment receiving full (Phase II) suite of technical assistance	40-50 buildings
Program design to support development and delivery of an effective, efficient, equitable program that meets decarbonization goals and builds trust within the community	N/A
Custom engineering support provided to non-government owned community buildings	5
Government owned buildings receiving project plan development support	5

#### 2.6. Assignment of Work

King County will manage an application process for property owners interested in receiving services through these programs. King County will assess eligibility and select qualified applicants for program participation. Selected buildings will be referred to the Consultant for assessment of services.

#### 2.7. Schedule

The term of the Contract will be through September 30, 2029, subject to funding availability and the termination clauses contained herein. Program design support will begin in the 3rd or 4th quarter of 2025, with a majority of work concentrated in the 2025 and 2026 calendar years. Design of technical assistance services, as well as delivery of pre-application technical assistance, will likely occur in 3<sup>rd</sup> quarter of 2025 through 2<sup>nd</sup> quarter of 2026. All other technical assistance services and engineering support will be concentrated in calendar years 2026-2028. King County

reserves the right to extend the Contract term or number of buildings served if determined to be in the best interest of the Program.

#### 2.8. Available Funding

Funding to support this work will come from King County's Climate Pollution Reduction Grant, funded through the U.S. Environmental Protection Agency. Project costs for all services described in this RFA may not exceed \$1,100,000 inclusive of subconsultant costs over the contract period.

#### 2.9. Performance and Payment

King County will compensate the Consultant on a monthly basis for authorized and satisfactorily completed work and services rendered under this Contract, provided that such payment shall not exceed the Not to Exceed Contract Amount. Payment will be contingent upon submission and acceptance of a properly submitted invoice to the King County Project Manager, along with satisfactory completion of all required reports and deliverables. The Consultant shall be reimbursed for actual costs incurred per rates specified in the Consultant's cost proposal. In the event that the Consultant incurs costs in excess of the Not to Exceed Contract Amount, the County shall not be required to pay any part of such excess and the Consultant shall pay such excess from its own funds and shall have no claim against the County on account thereof.

The Consultant shall demonstrate adequate progress toward completion of the Scope of Work, as measured by budget performance, project schedule, and project management activities described in Task 1. King County reserves the right to withhold payment or impose additional administrative sanctions in the event that the Consultant fails to demonstrate progress toward completion of the Scope of Work and Contract deliverables within budget and schedule. King County may at its discretion, require submission of a corrective action plan by the Consultant, detailing the Consultant's proposed measures to improve performance toward completion of the Scope of Work.