



King County

REQUEST FOR APPLICATIONS

**Multifamily Decarbonization Program Administrator - Electrification, Weatherization,
Benchmarking, and Technical Assistance**

Request for Applications Opens: April 1st, 2025

Request for Applications Closes: April 30th, 11:59 PM

All questions regarding this advertisement should be sent to CPRG@KingCounty.gov no later than April 23rd at 11:59 PM. 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 three related building improvement services per Section 2.3 Scope of Work/Technical Requirements:

- Administer a building retrofit program for naturally occurring affordable housing (NOAH) (Section 2.3 Task 2),
- Provide energy benchmarking services for both NOAH and subsidized affordable housing (Section 2.3 Task 3), and
- Provide technical assistance services for both NOAH and subsidized affordable housing (Section 2.3, Task 4).

This program will execute a key component of the King County Climate Pollution Reduction Grant (CPRG) from the U.S. Environmental Protection Agency (EPA), providing services for decarbonization and efficiency services in multifamily buildings in King, Kitsap, Pierce, and Snohomish counties. The purpose of this Request for Applications (RFA) is to establish a contract to provide goods and/or services. Interested firms may submit to either administer the NOAH program, provide benchmarking services, provide technical assistance services, or any combination of these three services.

B. Eligible applicant entities include private contractors or consulting firms, and nonprofit organizations. Contractors and subcontractors performing building retrofits must be licensed and bonded by the State of Washington; building subcontractors must have a current, valid Contractor's license in addition to applicable local licenses. The work is subject to Washington State Department of Labor & Industries (LNI) prevailing wage requirements and federal Davis Bacon Act wage requirements (See Multifamily Decarbonization Program Administrator Contract, Section 1.2 Attachment E, Davis Bacon Wage Determinations), including weekly submission of certified payrolls via the L&I Contractor Portal at lni.wa.gov. 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.

C. The term of the Contract will run from 2025 through December 31, 2028, 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 Administration will begin in the 3rd quarter of 2025, with a majority of work concentrated in the 2026 and 2027 calendar years.
- Benchmarking services work will likely be concentrated through years 2025-2027.
- Technical Assistance services will likely be concentrated in years 2026-2027.

1.2. Communications

Upon release of this RFA, no oral interpretations of the RFA will be made to any Suppliers. 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 listed Contract Specialist or Alternate Contract Specialist 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/multifamily-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 and 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 Submission document including the instructions, terms and conditions, specifications applicable standards and regulations. Responses should stay within the page limit and focus on similar experience your company has previously provided. Applicants may include active, informative and up-to-date web links in their submission, but web content shall not substitute for full and complete responses to the questionnaire. 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), and
- B. Single point of contact (name and title) and their contact information (telephone and email address) for all communications related to the submission.
- C. Identification of which service areas the Applicant Firm is applying to perform.

***Applicant Firms can choose to submit for the NOAH Program Administrator, Benchmarking Contractor, or Technical Assistance Contractor, or any combination of the three service areas. Note that for each service area, the applicant, or applicant team, is required to perform all of the proposed services across all counties in which buildings may be located under this RFA (King, Kitsap, Pierce and Snohomish Counties). King County reserves the right to reject applications or rescind award notices from applicants that cannot cover the full geographical service area.*

- D. **Application Narrative Responses** (fifteen (15) pages maximum, 12-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.

Respond to the following questions, in the following order. Use specific examples to illustrate experience.

Experience, Background, and Qualifications

Please provide the following:

- Describe the key personnel who will be working on the project, 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 subcontractors on your team, including experience and qualifications, and estimated staff time dedicated to this project.

As it relates to the service areas the applicant is applying to deliver (proposed in 1.13.C), describe your experience with:

- Delivering whole building decarbonization, specifically for multifamily buildings in the Puget Sound region or, if lacking experience in Puget Sound, for multifamily buildings in other regions. Experience should include examples of beginning-to-end decarbonization, including outreach and customer enrollment; energy use modeling; estimating residential unit utility bill impacts of electrification and weatherization

retrofits; developing cost estimates and integrating rebates and financing options for such retrofits; and vetting, hiring, paying, and managing contractors to successfully complete building improvements on time and within budget. 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 multifamily homes.

- Developing programs to deliver benchmarking and technical assistance services, including your experience providing these services to affordable housing communities (either subsidized or NOAH). Please include your post-installation education practices to property owners/managers and tenants to ensure equipment functions safely and efficiently over time, and as intended to deliver expected benefits over time.
- Conducting projects that reduce energy burden for residents of affordable housing through various installation methods, including weatherization, onsite solar, community solar, or other cost-burden reduction measures.
- Working with local governments, community organizations or communities to create mutually beneficial project outcomes and reduce greenhouse gas (GHG) emissions in projects described in the Scope of Work (Section 2).
- Engaging communities for 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.
- Ensuring that contractors comply with prevailing wage requirements, the Davis Bacon Act, the Build America Buy America Act, and other federal contracting requirements.
- 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 service area and what your approach would be to delivering services to buildings in those areas if selected.

Methodology and Approach to Scope of Work

Describe your proposed methodology and approach to completing the Scope of Work for the service areas you are applying to deliver. Specifically describe the following:

- Rationale for service areas proposed in application response 1.13.C, and identification of any program-wide efficiencies gained by selection of the Applicant firm for its proposed service areas.
- Approach to centering low-income and disadvantaged community (LIDAC) populations in your work, specifically as it relates to multifamily building owners, operators, and tenants. Review how your approach fosters positive results in decarbonizing building operations.
- Approach to community engagement, specifically as it relates to NOAH owners, operators, and tenants. Mention how this approach will impact community uptake of the program and successful compliance with requirements for consideration.
- Approach to site and fossil fuel equipment verifications (including for space and water heating/cooling, cooking, and clothes drying), auditing and other measures used to

ensure issuance of accurate work orders and tracking GHG emissions reductions resulting from equipment installation. Specifically mention how you would approach multifamily assessments, including identifying low-cost equipment replacements to achieve high-impact GHG emissions reductions.

- Process for evaluating relevant utility rebates available for individual properties and assisting multifamily properties with preparing and submitting applications for subject rebates.
 - Approach to multifamily building energy benchmarking, specifically for affordable housing communities. 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 multifamily 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 affordable housing communities.
 - Approach to ensuring energy cost-neutrality for residents resulting from implementation of increased electrification recommendations.
 - Share your process, tools and/or software used to determine whether solar is appropriate for a building, specifically as a measure to maintain cost-neutrality as stated above. Describe your selection process, and what features you evaluate, when recommending specific products to achieve these deliverables.
 - Process for tracking client status and assessment outcomes and ensuring timely invoicing for services.
 - Proposed method or means of providing income verification for programmatic qualifications, and the plan for providing translation services and support, including the languages for which support will be provided. Note: King County staff may also have resources to support translation services.
- E. **MWBE Utilization Plan (Attachment A):** Provide an MWBE Utilization Plan for the proposed project activities that addresses each of the five (5) required plan elements identified in Attachment A – MWBE Utilization Plan. The MWBE Utilization Plan should be no more than 2 pages in length, single-spaced size 11 font. The County will evaluate the Applicant’s planned activities to ensure participation by Minority and/or Women Business Enterprise (MWBE) firms throughout the project. The Plan will be evaluated on the quality of the approach and specific actions that the Applicant will take to maximize MWBE participation on the project.
- F. **Cost Proposal (Attachment B):** Using Attachment B (tab 1), provide the budget for the proposed project activities. Include estimated hours and labor rates, and estimated per building rates for program services. Refer to Section 2.0 for information about the target number of buildings served by these funds.
- G. **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.

- H. **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(s) 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 has a total possible score of **125 points** with the points assigned as follows:

#	Evaluation Criteria	Max. Points
1	Experience, Background, and Qualifications	30
2	Methodology and approach to scope of work	30
3	Relevant background and references	20
4	Cost Proposal: Reasonableness and completeness of proposed costs	10
5	Minority and Women Business Enterprises (M/WBE) Utilization Plan	10
	Total Possible Written	100
6	Optional Interviews and Demonstrations	25
	Total Evaluation	125

- B. Applications will receive one total score inclusive of all proposed service areas per the below process. The County will make an award to the highest-scored application. If necessary, an additional award will be made to the next highest-scored application for any remaining service areas. The County anticipates making 1-3 awards 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 Plan (Attachment A) is a required application submittal. Failure to address all required Plan elements described in Attachment A may result in the entire application being found Non-Responsive.
- E. If an award is not made based on the written evaluation 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 be included in the written notification. Final award would be based on the sum total of the written and oral evaluations.

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-and-attestation-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 Contractor 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 Contractor 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 Contractor throughout the term of the contract to assure the Contractor'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 Contractor'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 Contractor, or team of contractors, to provide the following services:

- Serve as the Multifamily Decarbonization Program Administrator - Electrification, Weatherization, Benchmarking, and Technical Assistance to coordinate the NOAH program, or the weatherization and electrification of NOAH buildings participating in the King County CPRG grant program
- Provide energy benchmarking
- Provide technical assistance (TA) to both NOAH and subsidized affordable housing buildings to assist with identifying low-cost decarbonization measures that also advance compliance with state law, such as the Clean Buildings Act, or with other local ordinances, and/or advance access to state or local decarbonization financing opportunities.

The NOAH program aims to:

- Weatherize and electrify 500 – 750 multifamily building units across an estimated 50 buildings.
- Install heat pump space heating, heat pump water heaters (HPWH), rooftop solar where needed to maintain cost neutrality, and other electrification and efficiency upgrades and installations. The program focuses on GHGs reductions in low income and disadvantaged communities (LIDACs).
- Complete health and safety repairs necessary to access relevant energy efficiency upgrades funding.
- Provide workforce training to 52 workforce program participants placed through King County's Climate and Workforce Development Program and regional workforce boards.

The Energy Benchmarking program aims to:

- Benchmark at least 130 buildings, both subsidized and NOAH buildings.
- Provide TA to 25 buildings to assist with independently funded retrofit efforts.
- Issue 300 HPWH rebates, with at least 50% of these rebates flowing to NOAH buildings that participated in the Benchmarking program. HPWH rebates are intended for in-unit water heaters and will be issued by King County.

For building participants, the program will provide:

- 80% - 100% of installation cost-coverage for installations through the NOAH program for an estimated 50 buildings. Affordable housing is defined as buildings where at least 50% of the multifamily units have incomes less than 80% Area Median Income (AMI).
- At least 40% of installations provided through the NOAH program will be with buildings in identified low-income and disadvantaged communities (LIDACs), with specific amounts of funding for buildings work distributed within each of the four counties:
 - 48% in King County
 - 6% in Kitsap County
 - 28% in Pierce County

- 18% in Snohomish County
- 100% cost-coverage for buildings benchmarked through the Benchmarking Program.
- 100% cost-coverage for 25 technical assistance reports through the Benchmarking Program.
- 300 HPWH rebates, up to \$4,999 per HPWH unit.
- It is anticipated that the program will comply with federal, state, and local rebate program requirements to maximize use of external funding sources, and in turn maximizing the reach of CPRG Multifamily 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, and local utility rebates.

2.2. Background and Purpose

The purpose of the NOAH, Benchmarking, and Technical Assistance programs is to accelerate equitable decarbonization of affordable housing communities across the Puget Sound, specifically in King, Kitsap, Pierce, and Snohomish Counties. The purpose of this contract is to establish goods and/or services to (1) perform whole-building decarbonization for participant buildings and (2) assist buildings accepted into the program with understanding energy usage and emissions intensity onsite, identify low-cost areas for improvement in building operations, and provide TA, including a decarbonization roadmap and access to available funding in collaboration with King County.

The Contractor(s) will work with King County staff and the CPRG Advisory Committee (Committee) to complete the tasks, deliverables, and outcomes, outlined in this Scope of Work. The Committee will consist of members representing King, Kitsap, Pierce, and Snohomish counties and some of their largest cities to assist with program design and implementation strategies aligned with program goals. The Committee will support evaluating program services, participant selection, and other tasks as determined by King County staff.

2.3. Scope of Work

The Contractor(s) will manage the programs by completing six (6) main tasks and associated activities; the Contractor(s) will reference these tasks and activities in monthly invoices and reports submitted to King County.

Task 1 – Project Management

- 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 and should be submitted no later than 12:00 PM Pacific Time on the 10th of each month for the prior month's work. Progress reports should include the following:
 - (1) Status of NOAH buildings, including program stage, building assessments, recommended installations and rationales, work orders issued, schedule for installations, and completed projects. The administrator will report estimated energy savings and expenses by energy source and associated GHG reduction estimates for buildings with completed installations through the NOAH program as directed by King County.

- (2) Status of benchmarked buildings, including account setup, analysis, and relevant GHG metrics tracking as determined by King County. Low-emission buildings resulting from low fossil-fuel appliance presence should be identified to the King County Program Manager.
- (3) Status and submission of technical assistance reports, including audit level used and rationale for use, date of scheduled audits, audit outcomes, technical assistance reports issued, and recommendations provided. The contractor should note buildings with decarbonization opportunities that may align with available external rebates, funding opportunities, and viability for the CPRG-HPWH rebates.

C. A project closeout meeting & final report; see Task 5.

Task 2 – NOAH Program Administration & Participant Support

- A. **Electrification & Weatherization Service Procurement.** The Contractor will procure electrification and weatherization installation sub-contractors to support NOAH program goals, unless the Contractor has such installers on staff. Sub-contractors must be qualified to perform the work necessary to complete the program goals as outlined in Section 2.0. Sub-contractor(s) will perform work in King, Kitsap, Pierce, and Snohomish counties.
- B. **Support Workforce Development Programming:** The Contractor and sub-contractors chosen in Task 2.A will participate in workforce development efforts through partnership with the King County Jumpstart program, the Coalition for Climate Careers (C3), and with workforce boards in Kitsap, Snohomish, and Pierce counties as needed to achieve program goals listed in Section 2.0. The Contractor will require building improvement sub-contractors to participate in the Jumpstart program and/or work with C3, and/or its fiscal sponsor Sustainable Seattle as needed, and workforce boards in the target region, to host at least two workforce program participants per year if requested by the Contractor on behalf of King County. Workforce development program participants will each complete 240 hours of work-based learning with building improvement subcontractors. Program participants will be recruited from local training programs that provide stackable certifications in the skilled trades such as OSHA-10, OSHA-30, flagger, and forklift. Program participant recruitment, placement, and support services will be facilitated by King County Jumpstart Program Staff, C3 and workforce boards.
- C. **Phase I Program Administration: Initial Applicant Review & Participant Selection.** The Contractor will support outreach to potential multifamily building applicants and support applicant enrollment as needed by County staff. King County staff will receive, process and lead scoring of applications with the Committee, selecting the buildings that will enter the Program. Selection will be informed by the Contractor and Committee and ultimately determined by King County. The Contractor may assist in reviewing NOAH program applicants to ensure eligibility criteria are met and coordinate relevant participant evaluations as directed by King County including the following.
 - (1) *Site verification and initial assessment.* The Contractor will work to evaluate applicant buildings to assess floorplans, unit count, equipment, and any other relevant factors needed for applicant scoring, as determined by King County staff.
 - (2) *Utility rebate evaluations.* Working with King County staff, the Contractor will assess the existing rebates that the applicant building is eligible for based on site evaluation information.

- (3) *Income and financial verifications.* King County will lead the income verification and building financial information process, with assistance from the Contractor as needed by King County to obtain relevant information from the building owner and residents.
- (4) *Participant selection for advancement to phase II.* King County will use the evaluation information to select eligible buildings for advancement to a second phase (phase II). The Contractor will assist in the selection process where needed within the scope of this contract.
- (5) *Coordination with the Benchmarking Program.* The Contractor will pass through applicants to the Benchmarking Program at the discretion of King County staff for services outside of the NOAH program.
- (6) *Establish building teams.* The Contractor 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, and property managers. Tenants may be included as building team members. The ultimate makeup of each building team is at the discretion of the individual building owners.

D. **Phase II Program Administration:** Audit buildings and schedule retrofits. Once Task 2.C is complete, the Contractor will work with relevant sub-contractors outlined in Task 2.A to begin formal site evaluation and scheduling work orders for install for all applicants advancing to phase II of the NOAH program. This process will include the following:

- (1) *Building Audit Reports.* The Contractor or sub-contractors will perform energy modeling and/or an appropriate ASHRAE level audit for each phase II building. Concluding the audit, the Contractor shall issue decarbonization recommendations to phase II buildings based on audits and retrofit planning analysis. These reports should detail in plain terms the actionable steps needed to complete the full retrofit of each building, including removal of all, or the greatest combustion sources of, fossil-fuels and fossil-fuel appliances. Resulting reports must provide information on whether retrofits can be achieved with cost-neutral impacts and/or cost-savings for residential unit occupants. Reports will be presented to the building teams as defined in Task C.6 above.
- (2) *Issue work orders for whole building retrofits.* Utilizing the audit and technical assistance report, and following authorization by the King County Program Manager, the contractor will issue work orders with sub-contractors for needed installs to achieve program goals and decarbonization measures detailed in Section 2.0. Schedule installations with sub-contractors at participating buildings to execute necessary retrofits and proper removal and disposal of decommissioned equipment as part of the retrofit program. The Contractor is responsible for procuring the goods and services required to meet installation and performance goals of the program as listed in Section 2.0.
- (3) *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 Contractor shall assist in compliance preparation with the phase II building technical assistance reports. This will include enrollment in Energy Star Portfolio Manager. This may also include providing guidance to the building owner on appropriate process and deadlines for reporting, and available programs for compliance.

- (4) *Notification of completed projects.* The Contractor will notify King County of successfully completed projects, including site receiving service, equipment replaced, equipment installed, equipment capacity, and rationale for equipment and capacity choice. Notification shall include estimated GHG reductions based on methodology agreed upon with King County.
- (5) *Measurement of GHG reduction and equipment performance.* The Administrator will evaluate equipment performance and measurement of realized GHG reduction no sooner than 12 months after completion of installation, but before 24 months after completion of installation or before the termination of the contract period of September 30th, 2029. Measurement methodology will be agreed upon with King County.

Task 3 – Benchmarking Services

- A. **ENERGY STAR Portfolio Manager (ESPM) Account Set-Up & Assistance.** The Contractor will work with Participant buildings to set up ESPM accounts and assist building owners with utility connections and information needed for long-term management of their accounts, including the following.
 - (1) *Account setup.* The Contractor will work with the participating building, including relevant building staff, owners, and operators, to set up the building's ESPM account with basic building data inputs needed for successful benchmarking.
 - (2) *Coordinate utility connections.* Working with the building team, the Contractor will ensure that each ESPM account is set up for automatic billing and usage uploads with relevant utilities.
- B. **ESPM Monitoring.** The Contractor will monitor the ESPM account set up in Task 2.A 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 team. Upon completion of the monitoring period, the Contractor will ensure that the Participant has necessary log-in information and understands account inputs and features. The contractor may schedule brief hand-off meetings to facilitate this transition.
- C. **Coordination With NOAH Program Administrator.** The Contractor will coordinate with the NOAH program administrator when necessary to facilitate Participant programming services. This will include the intake of applicants from phase I of the NOAH program who are eligible for benchmarking services as determined by King County. This may also include benchmarking services for buildings receiving improvements through the NOAH program. This subtask shall only apply if the contractor providing services under Task 3 is a separate entity from the contractor providing services under Task 2.
- D. **Coordination with HPWH rebate program.** Benchmarked buildings determined to have gas water heaters shall be referred to the King County Program Manager. Qualified Participants are eligible to receive HPWH rebates through King County for decarbonization efforts, with priority given to buildings able to achieve full decarbonization through electrification of hot water heaters. The Contractor will coordinate with King County to ensure Participants who are eligible for the rebate are connected with King County staff.

Task 4 – Technical Assistance & Heat Pump Water Heater (HPWH) Rebates

- A. **Coordination with the Benchmarking Program.** The Contractor performing Task 4 work will coordinate with the Benchmarking Contractor to identify benchmarked buildings to receive full

technical assistance services. This subtask shall only apply if the contractor providing Task 4 services is a separate entity from the contractor providing Task 3 services.

- B. Building Audits.** The Contractor will perform the necessary ASHRAE level building audit, as determined by the Contractor and King County, for qualified buildings to establish current energy usage, emissions intensity, fossil fuel equipment and fuel usage, and affordable options for decarbonization of existing facilities. Qualified buildings will be determined through a scoring process, following applications, as informed by the Contractor and Committee and ultimately determined by King County.
- C. Technical Assistance Report.** Based on results of initial benchmarking and building audits for qualified buildings as determined by King County, the Contractor will produce a technical assistance report for the participating building that will include the following.
- (1) Results of the building audit in Section 2 Task 2.A including methods used and an interpretation of findings for the Participant.
 - (2) Recommendations for the priority investment areas that are most cost-effective and impactful for reducing GHG emissions, and improving tenant comfort, health and livability.
 - (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) Owner/manager and tenant education plan that outlines information and checklists for proper use of recommended improvements.
- D. Coordination with HPWH rebate program.** Qualified Participants may be eligible to receive HPWH rebates through King County. The Contractor will ensure these rebates are included in item Task 4.B.4, pending rebate availability, and coordinate with King County to ensure Participants who are eligible for the rebate are connected with King County staff.

Task 5 – Final Report

- A.** The Contractor will prepare a draft report with the following information:
- Summary of the overall program and project process.
 - Description of the overall program and project process. Buildings fully electrified, including the final number of unit weatherization and electrification installations, including counts for all equipment installations.
 - Measurement or estimation of GHG reductions as directed by King County, if any.
 - Measurement of cost-savings for participants, if any.
 - Buildings benchmarked, including number of buildings covered under the Clean Buildings Law, and reporting on monitoring period outcomes. Benchmarking reports will be delivered to King County staff upon request or following the regular reporting period, as mutually agreed upon by King County and the Contractor.
 - Number of units with added air conditioning without previous air conditioning.
 - Participants benchmarked, and profile of overall program participants.

- Participants receiving building audits, ASHRAE levels, and program participants' profile.
- Rebate number and amounts allocated for HPWHs.
- Technical assistance reports issued.
- Upgrade recommendations for non-NOAH program buildings
- Up-to-date contact information for all relevant parties for each building in the program (contractors who conducted work on the building, on-site building representatives, ESPM account point of contact, etc.) and
- 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 Contractor will issue a final version of this report to King County staff.

Task 6 – Contingency

The Contractor 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 Contractor will complete the following deliverables. The Contractor 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 deliverables include the following items

- Report of site evaluation and verification for each applicant building, including up-to-date contact information for the building-specific project team (contractors and on-site building representatives).
- Determination of financial eligibility for each building based on income verification process in partnership with King County.
- High level building audit reports detailing work needed to achieve NOAH program goals for each phase II building.
- Ongoing reporting of work orders issued, and installations scheduled for the full NOAH program.
- Completion of 50 buildings fully electrified and weatherized. Include estimated GHG savings upon completion of each building retrofit using the timeline outlined above, using methodology for estimated GHG reductions at the direction of King County.
- Reporting on measures taken to ensure energy cost-neutrality for tenants in each building completing the NOAH program.

B. Task 3 deliverables include the following:

- ESPM accounts for each participating building with appropriate utility connections, 130 total.
- Monitoring and troubleshooting of ESPM accounts for 6-months after creation.
- Hand-off reports provided to the benchmarked building and King County detailing instructions 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.

- Benchmarking reports delivered to the building owner and King County.
- Up-to-date contact information for the ESPM account manager/point of contact for each building.

C. Task 4 deliverables include the following:

- Appropriate building audit for each participant building, 25 total.
- One technical assistance report and consultation meeting for each qualified Participant building, 25 total. Report should include readiness for compliance with local and state ordinances.
- Support for King County-issuance of 300 HPWH rebates for qualified participants.
- Equipment education and operation checklist and information.

D. Task 5: One final report and necessary attachments detailing information outlined in Section 2.3 Task 5.

2.5. Desired Outcomes

The desired outcomes for the NOAH program administrator and benchmarking contractor include, at a minimum:

Measure	Number
NOAH buildings fully electrified (units)	50 (500 – 750 units)
NOAH buildings weatherized (units)	50 (500 – 750 units)
Buildings benchmarked	130
Buildings receiving technical assistance	25
HPWH rebates issued (in partnership with King County)	300

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 Contractor(s) 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 Administration will begin in the 2nd or 3rd quarter of 2025, with a majority of work concentrated in the 2026 and 2027 calendar years. Benchmarking services work will likely be concentrated through calendar years 2025-2027, and Technical Assistance services concentrated in calendar years 2026-2027. King County reserves the right to extend the Contract term or number of units 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 United States Environmental Protection Agency. Project costs for the NOAH

program administration may not exceed \$13,081,855, inclusive of sub-contractor and installation costs over the 4-year grant period. Project costs for the benchmarking and technical assistance service contracts may not exceed a combined amount of \$1,522,800, with additional funds available for participant support costs (HPWH rebates and workforce development stipends).