

Franklin County Schools
Request for Qualifications (RFQ)
for
Professional Design Services
2025 HVAC and Infrastructure Improvement Projects

March 17, 2025

STATEMENT OF QUALIFICATIONS (SOQ)

Franklin County Schools (FCS) is soliciting qualifications from experienced and qualified professional architectural and/or engineering firms to provide design services for HVAC infrastructure improvement projects at multiple school sites. The primary objectives of these projects are to replace aged equipment / systems, enhance indoor air quality, improve occupant comfort, and increase energy efficiency. All work must adhere to all applicable local, state, and federal building codes and standards, including those established by the American Rescue Plan Act (ARPA).

This is an invitation and request to receive a Statement of Qualifications (SOQ) from interested Design Consulting firms. Services to be provided include customary turnkey services related to the proposed scope of work. These projects will be completed utilizing a Design-Bid-Build delivery method.

SOQ responses to this Request for Qualifications will be received at the time and location designated within and shall include the information requested hereafter.

Franklin County Schools (FCS) intends the solicitation process to fully comply with NCGS §143-64.31 for the procurement of professional design services, to announce all requirements for said services, to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, FCS shall terminate negotiations with that firm and initiate negotiations with the next best qualified firm. Selection of a firm shall include the use of good faith efforts by FCS to notify minority firms of the opportunity to submit qualifications for consideration by FCS. FCS reserves the right to waive technicalities and informalities and, at its sole discretion, to reject any and all responses to the RFQ.

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PROPOSED SCOPE AND SCHEDULE

The selected Design Consultant's team will be expected to provide the turnkey professional services necessary for each project's completion.

Bunn Elementary School

- Replace HVAC Systems in Building A
- Remove aging boilers, chiller, and underground fuel tanks.
- Install heat pumps, air handlers, and packaged through wall units.

Edward Best Elementary School

- Replace existing rooftop HVAC equipment with packaged wall units and mini-split heat pumps.

Royal Elementary School

- Replace the two existing boilers and the two existing chiller systems.

Optional Projects (Funding Dependent):

- Boiler Replacement at Bunn Middle School, Bunn High School (Gym), and Cedar Creek Middle School.
- Pending additional funding, FCS reserves the right to consider awarding additional similarly scoped informal (NCGS §143-131) projects for a period of two-years from contract execution.

In addition to all traditional work, tasks related to the proposed scope will also include:

- All new equipment should be tied to the existing associated controls
- Development of bid packages and strategies to ensure the best / most efficient and cost-effective expenditure of project funds.
- Architectural and Structural Design work related to removal of existing system components and installation of new work, including wall penetration, windows, equipment support, ceilings, roofing and building structure.
- Services will include coordinating bid, and pre-purchase of certain mechanical equipment to ensure timely arrival of long lead components for installation to meet the project schedule and Federal funding deadlines.
- Use of Preferred Brands in accordance with NCGS Chapter 131.
- Coordination with any owner's commissioning services agent related to the work.
- Coordination with any owner's specialty engineer related to fuel tank(s) removal and closure.
- Coordination with any owner's abatement services related to the work.
- Coordination with any owner's testing services related to the work.

NOTE! The project schedule will be driven by Owner funding requirements. It is anticipated that to meet this schedule **all construction work will need to be completed and accepted by August 1, 2026.**

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INSTRUCTIONS FOR SUBMISSION – MINIMUM REQUIREMENTS

Submittals shall contain all elements outlined in this section. The submittal shall be prepared simply and economically and shall provide concise answers to the requested information in the order and format prescribed. Failure to do so may result in disqualification from further consideration. Emphasis will be placed upon clarity and completeness of the submitted response.

The Statement of Qualifications shall be organized as follows:

1. Letter of Interest (1 letter page):

This document should be prepared and signed jointly by the Partner-in-Charge, Project Manager, and lead Project Architect and / or Engineer proposed for this project. The letter is purposed to allow personal expression to the following:

- a) Firm introduction / history
- b) Expertise in legacy and current mechanical systems for K-12 public school facilities.
- c) Expertise in scheduling and completing difficult mechanical renovation projects where seasonal timing and sequencing of the work is critical to maintaining ongoing school operations.
- d) Include additional statements about the firm to convey its unique qualifications.

2. Relevant Experience (50%):

- a) Provide the following data for similar mechanical renovation projects completed by the firm in the last 10 years. For each project, include the following information:
 - District Name
 - School Name / Location / Grades Served / Capacity
 - Current Owner Contact Information (name, address, phone, email)
 - Provide a brief description of the project scope completed and total project cost
- b) Briefly discuss your firm's history and familiarity with K-12 public school mechanical renovation projects in North Carolina.
- c) Briefly discuss your firm's history and familiarity with school facility evaluations related to aged existing mechanical systems.
- d) Briefly discuss your firm's experience in planning, design, and construction of K-12 schools mechanical renovation projects of similar scope and complexity to those being considered in this RFQ.
- e) Briefly discuss your firm's approach to mechanical renovation projects that require scheduling to ensure ongoing school operations are maintained during the work.
- f) Briefly discuss your firm's approach to cost benefit analysis when developing viable options for consideration.
- g) It is Franklin County Schools' desire to maintain facilities that greatly enhance the learning environment for all students, staff, and community stakeholders. Simultaneously, economic sustainability, air quality, material durability, ease of maintenance, and energy performance are also critical considerations regarding life cycle costs and building longevity. Briefly discuss your team's experience and strategies to ensure these goals are incorporated into the proposed options.

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h) Describe any litigation / settlements involving work by your firm.

3. Project Team (30%):

- a) Identify your proposed consultant team for this project. Include any necessary supplemental information supporting the “Relevant Experience” items above.
- b) Comment on the collaboration of your proposed team on previous mechanical renovation / modernization and other relevant work on K-12 public school facilities.
- c) Provide resumes for the key personnel / roles who will be assigned to these projects through completion (including consultants). Resumes should include professional qualifications: education, certifications, licensures, and other relevant experience including work on completed studies.

4. Capacity / Schedule / Proximity / SOQ organization (20%):

- a) Discuss your firm’s staffing and project backlog in the office from which the work will be produced.
- b) Discuss the team’s current workload and ability to begin the work in earnest and with a sustained effort upon receiving a contract. For proposed key personnel, list all current active assigned projects by size, type, and dollar value. Include current work phase for each project.
- c) Firms shall include in their response a proposed milestone schedule which they believe is sufficient to effectively complete the projects proposed by this RFQ complying with all ARPA requirements.
- d) Provide information as to the location of the firm’s office from which this project will be produced and managed. Include the same information for all major sub-consultants.
- e) FCS recognizes and appreciates the time it takes firms to develop a clear and thorough RFQ response. Thus, we will consider completeness, organization, clarity, and the thoroughness / content of the responses as part of our evaluation.

5. Evaluation Criteria:

An SOQ Review Committee will use a qualification-based process to select the most qualified Respondent using a weighted scoring system to evaluate proposals on the following criteria:

- a) Relevant Experience (50%).
- b) Project Team (30%).
- c) Capacity / Schedule / Proximity / overall SOQ submission (20%)

Upon completion of the committee’s review, a list of shortlisted firms will be developed for interviews. We anticipate interviewing a minimum of (3) firms, but no more than (5).

6. Supplemental Information:

It is unnecessary to provide supplemental information on the first submittal. However, FCS reserves the right to request additional information it deems necessary to evaluate firms for selection.

7. Submission Materials:

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Submission materials shall include **both** hard copies and electronic media, delivered by the time and date outlined below in the Submittal Deadline section.

Physical Submittal Requirements:

1. Provide (15) printed hard copies of the SOQ submission. The physical size of all submission materials shall be in 8 ½ by 11 format, bound securely (only table in item 2.a. may be 11 x 17 landscape). Please avoid redundant and repetitious materials, limit the overall submittal packet to approximately 20 pages (printed on both sides).
2. Provide (2) USB drives, each containing the complete SOQ submission in PDF format.

8. Submittal Location and Deadline:

Title your submittal as follows:

Statement of Qualifications
Franklin County Schools
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and **deliver** physical submittals to:

Franklin County Schools
53 West River Road
Louisburg, North Carolina, 27549

Attn: Dr. Larranda Spivey

ALL required Submission Materials (hard copy and email) are to be received **no later than 5:00 p.m., Monday, April 14, 2025**. Note! It is up to each sender to ensure that its submittal arrives on time regardless of delivery method.

9. Firm Selection Schedule:

The following schedule is anticipated to select a Design Consultant firm for this project:

RFQ Issued/Advertised:	March 17, 2025
Qualifications Package due:	April 14, 2025
Design firms notified for interview:	April 21, 2025
Design Consultant Interviews (if needed):	April 23, 2025
Contract Approval by Board of Education:	May 2, 2025

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10. Other Requirements:

All work performed under this RFQ must comply with: - Federal regulations outlined in 2 CFR Part 200 governing ARPA funds. - Reporting, invoicing, and compliance conditions specified in the Franklin County-FCS Subaward Agreement and its appendices (see attached appendix).

Interested firms should familiarize themselves with Board Policies relating to this work and entering school property. Board policies can be viewed on the FCS website at www.fcschools.net.

Any firm responding to this RFQ must hold a current license in good standing with its corresponding licensure board for the State of North Carolina. Sub-consultants must also hold a current license in good standing with the appropriate North Carolina licensure board for each discipline.

Firms shall comply with all requirements of the North Carolina General Statutes.

The selected firm will be required to provide certification documenting compliance with the Lunsford Act / Criminal Background Check and requirements as outlined in the NCGS Chapter 14 for personnel who will be on school sites as part of the performance of this work.

The selected firm is required to comply with all local, state, and federal applicable laws when providing services for Franklin County Schools, including E-Verify and requirements of the Affordable Care Act.

Franklin County Schools requires the following minimum insurance for firms associated with this work:

a.	Workman's Compensation	Statutory
b.	Public Liability	Combined Limit
	Bodily Injury: Each Person	\$1,000,000.00
	Bodily Injury: Each Accident	\$1,000,000.00
	Property Damage: Each Accident	\$1,000,000.00
c.	Professional Liability	\$1,000,000.00

2. Submittal Questions:

Address any questions via email to:

Franklin County Schools
Dr. Larranda Spivey
larrandaspivey@fcschools.net

3. Contact Policy:

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Until a contract resulting from this RFQ process is executed, no employee, agent or representative of any professional services provider shall make available or discuss it's proposal with the media in any form, electronic or printed, or with any elected or appointed official or officer of FCS, or any employee, agent or other representative of the FCS.

Exhibit F: Required Contract Provisions

Remedies

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.² Although not required for contracts at or below the simplified acquisition threshold, Franklin County suggests including a remedies provision.

Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.³

Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 41 CFR 60-1.4(b), unless otherwise stated in 41 CFR 60- 1.3.⁴ For the purposes of this requirement the term "construction work" means "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."⁵ Each nonexempt prime contractor or subcontractor must include the equal opportunity clause in each of its nonexempt subcontracts.⁶

Contract Work Hours and Safety Standards Act

In general, all contracts awarded by Subrecipient of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. 3701 and 29 CFR 5.2.

If applicable per the standard described above, Subrecipient must include the provisions at 29 CFR 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 CFR 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 CFR 5.1, Subrecipient must also insert a clause meeting the requirements of 29 CFR 5.5(c). Specific language is not required, but suggested language is as follows:

² See 2 C.F.R. Part 200, Appendix II(A).

³ See 2 C.F.R. Part 200, Appendix II(B).

⁴ See 2 C.F.R. Part 200, Appendix II(C).

⁵ 41 CFR 60-1.3

⁶ 41 CFR 60-1.4(c).

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Government and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the *Clean Air Act and the Federal Pollution Control Act*. Violations must be reported to the Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).⁷

The following provides a sample contract clause:

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act*, 42 U.S.C. § 7401 et seq, and *Water Pollution Control Act*, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Franklin County Schools and understands and agrees that Franklin County Schools will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

Suspension and Debarment

Subrecipient's contractors and subcontractors are subject to suspension and debarment regulations.⁸ The suspension and debarment regulations restrict Subrecipient from entering into a "covered transaction" with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. Such ineligible parties are generally listed on www.sam.gov. "Covered transactions" include procurement contracts by Subrecipient under this Agreement; as well as certain subcontracts, for goods or services worth \$25,000 or more.⁹

Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.¹⁰

⁷ 2 CFR Part 200, Appendix II, § G.

⁸ 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19.

⁹ See 2 CFR 180.220.

¹⁰ 2 CFR 180; 2 CFR Part 200, Appendix II, § H.

The following provides a sample debarment and suspension clause:

This contract is a covered transaction for purposes of 2 CFR Part 180 and 31 CFR Part 19. As such, the contractor must verify that none of the contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The contractor must comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Franklin County Schools. If it is later determined that the contractor did not comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, in addition to remedies available to by Franklin County Schools, the Federal Government may pursue available remedies, such as suspension, debarment, or both.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Non-federal entities who intend to award contracts of more than \$100,000 and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.¹¹

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. 1352.

The following provides a sample contract clause:

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

¹¹ See 2 CFR Part 200, Appendix II, § I (citing 31 U.S.C. 1352); 31 CFR 21.110.

Access to Records

The Subrecipients and its contractors and subcontractors must give the County and the Department of Treasury access to records associated with their awards during the federally required record retention period and as long as the records are retained.¹²

The following provides a sample contract clause:

The Contractor agrees to provide Franklin County Schools, Franklin County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide Franklin County Schools, Franklin County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The Subrecipient's contractors comply with all federal laws, regulations, and executive orders. The following provides a sample contract clause:

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

No Obligation by Federal Government or Franklin County

The Federal Government, nor Franklin County, are parties to any transaction between the Subrecipient and its contractor. Therefore, the Federal Government, nor Franklin County, are not subject to any obligations or liable to any party for any matter relating to the contract between the Subrecipient and its contractor. The following provides a sample contract clause:

The Federal Government, nor Franklin County, are party to this contract and are not subject to any obligations or liabilities to Franklin County Schools, contractor, or any other party pertaining to any matter resulting from the contract.

¹² 2 CFR 200.337.