



**REQUEST FOR
STATEMENT OF QUALIFICATIONS (SOQ)
TO PROVIDE PROFESSIONAL SERVICES
for WATER & WASTEWATER**

For the City of Le Sueur, MN
February 2, 2023

Due: 4:00 PM, March 2, 2023

Via email: ftransburg@cityoflesueur.com
City of Le Sueur Water/Wastewater Dept
1500 North Commerce Street
Le Sueur MN 56058

I. INTRODUCTION

This request for Statements of Qualifications (SOQ) is issued by the City of Le Sueur to identify consulting firms to provide specific technical consulting services to support City staff. The selection of Consultants for professional services will be for a period of four years. The City water and wastewater department has identified multiple service areas where the need may arise for use of outside consultants. Firms are eligible to be retained in as many of the service areas for which they express interest and are qualified and selected.

Selection and future work assignments will take into consideration the workload, expertise, costs, and past performance of proposing consulting firms and their representatives.

II. INSTRUCTIONS/SCHEDULE

A. Administration and Submittal

All responses, questions and correspondence must be addressed in writing via email:

Foster Transburg
Water/Wastewater Manager – City of Le Sueur
ftransburg@cityoflesueur.com

Written questions will be accepted until Thursday, February 17, 2023 at 4:00 PM. City responses to questions will be forwarded to all firms via email. Contact with any other City staff pertaining to this Request for SOQ is prohibited and may result in rejection of the consultant’s submittal.

Please provide a pdf of the SOQ. SOQ’s should be emailed to:
ftransburg@cityoflesueur.com and addressed as follows:

City of Le Sueur Water/Wastewater Dept
Statement of Qualifications to Provide Professional Services
Attn: Foster Transburg
1500 North Commerce Street
Le Sueur MN 56058
ftransburg@cityoflesueur.com

SOQs will be accepted via email until Thursday, March 2, 2023 at 4:00 PM, at which time they will be distributed electronically to the SOQ review committee. Additional hard copies may be requested once consultants are selected.

B. Acceptance of SOQ Contents

The contents of this request and SOQ will be included as part of the contractual obligations if a contract ensues. Failure of the consultant to meet these obligations may result in cancellation of the award. All information in the SOQ is subject to disclosure under the provisions of Minnesota Statutes Chapter 13 – Minnesota Government Data Practices Act.

C. SOQ Schedule

Milestone	Tentative Date
Request for SOQ issued	February 2, 2023
Deadline for submittal of questions	February 17, 2023
Anticipated date for responses to questions posted	February 22, 2023
SOQ submittals due	March 2, 2023
City review and interviews, as necessary	March 6 – 20, 2023
City Council approval of pool	March 27, 2023
Pool term	April 1, 2023 - April 1, 2027

The City reserves the right to modify this schedule at the City’s discretion. Notification of changes in the response due date will be posted on the City website.

III. STATEMENT OF QUALIFICATIONS CONTENT

A. Statement of Qualifications Format

The proposal must not exceed twelve (12) pages, excluding a cover page and the table of contents. Information such as resumes, references, and fee schedules should be included in the appendix and will not count toward the page limit.

B. Cover Letter/Title Page

Include an explanation of the SOQ, the name of the firm, local address, telephone number, name of the contact person, their email address, and the date.

C. Table of Contents

Includes identification of the material by section and page number.

D. Consultant Profile

1. Include the technical service area(s) the firm can provide.
2. Identify the basis of the firm’s interest for each of the technical service areas for which the firm wishes to be considered.
3. Include qualifications of the firm as it relates to technical service

area(s) to be provided. This includes descriptions of completed projects specifically related to that technical service area.

4. List any known or potential conflicts of interest.

E. *Appendix/Resumes*

1. Include the qualifications and resumes of the professional staff that would be routinely assigned to various City projects.
2. Include the name(s), experience, and qualifications of person(s) that will be routinely responsible for the management and administration of a contract with the City.

F. *Appendix/References*

1. Please include a list of municipal client references where related technical services were provided by the staff identified above and the name, telephone number, and email address of a person who may be contacted at that municipality.
2. Include a list of previous or current professional services provided to the City of Le Sueur and client representatives.
3. Include a list of private clients (if any) whose work has been or is being performed within the City of Le Sueur, the type of project, the specific activities performed, and the name of a person who may be contacted at the client.

G. *Appendix/Fees*

1. Please include a fee schedule for 2023, including hourly rates, specialty rates, multipliers, percentages, etc., for the various classifications of personnel proposed to provide professional services under a contract with the City. Identify any reimbursable costs. Identify what services are excluded from these hourly rates (i.e., mileage, etc.). Please include a 2023 fee schedule as well.
2. Specifically state the firm's preferred method of calculating fees for different types of services provided (hourly, hourly not to exceed, lump sum, etc.). The fees for specific projects assigned are subject to negotiation.

IV. CONSULTANT SERVICE AREAS

The service areas as well as the representative tasks related to each service area are listed below. The SOQ does not need to respond to every individual task listed, only to the service area as a whole.

A. *Municipal Utilities*

- Water
 - Modeling
 - Comprehensive planning
 - Analysis of water supply sources and costs
 - Pump houses
 - PRV design
 - Source water supply engineering
 - Well field studies, management, protection
 - Monitoring wells
 - Well design, permitting, construction, and pump tests
 - Groundwater modeling
 - Ground water treatment plant operation
 - Ground water under the direct influence of surface water
 - Treatment plant/system operational studies, design
 - Distribution system operational studies, design
 - Water storage tank/tower inspections, maintenance project design/delivery, coating inspections
 - Water Storage Design
- Wastewater
 - Collection and Treatment systems modeling
 - MN Class A/EQ Biosolids treatment processes
 - Comprehensive sewer system planning
 - Lift station analysis and design
 - Lift station rehabilitation
 - Infiltration/Inflow Evaluation
 - SIU/IU Experience
 - Wastewater Treatment Facility operational studies/design

The areas below as they relate to Water and Wastewater Utilities

I. *Structural*

- Buildings
- Retaining walls (including boulder walls)
- Structures maintenance
- Reservoirs

II. *Architectural Services*

- Utility operation structures (well houses, etc.)
- Municipal buildings (expansions, remodeling, etc.)
- Landscape architecture

III. *Communications*

- SCADA, telemetry, etc.
- Cellular operator management services and Fiber optics – design and

inspections

- Fiber optics – design and management/relocations
- Antenna
- RF analysis
- Radio
- Telemetry
- Alarms

IV. Electrical/Mechanical

- Energy management
- Pump efficiency and rehabilitation
- System rehab (MCCs, wiring, etc)
- Controls rehabilitation
- SCADA

V. Municipal Engineering

- Plans and specifications
- Project management
- Construction administration
- Construction inspection
- Construction staking
- Construction cost estimates
- Municipal State Aid project administration
- Federal Aid project administration
- Right-of-way and easement acquisition
- Private utility coordination
- Bidding services
- Record drawing preparation
- Development review

V. STATEMENT OF QUALIFICATION EVALUATION AND FIRM SELECTION

A. Qualification Based Selection (QBS)

The City intends to select those firms evaluated to be best qualified to perform the work for the City with past experience, cost, compatibility, and other performance factors also considered. This includes but is not limited to the ability to actively manage project(s); and the ability to respond to city needs and questions in a timely manner. The City intends to establish a pool of qualified professionals that provides a broad base of experience and expertise that the City can utilize as needed.

B. Review and Recommendation Process

City staff will conduct interviews (as needed) and prepare a recommendation on firms for consideration and approval by the City Council.

C. *Financial Liability Limitations*

The City shall not be liable for any expenses incurred by the applicant including, but not limited to, expenses associated with the preparation of the SOQ, attendance at interviews, preparation of a cost statement, or any future contract negotiations.

D. *Right of Review*

The City of Le Sueur reserves the right, based on the qualification criteria, to reject any and all SOQ's or to request additional information from any or all firms.

E. *Qualification Evaluation Criteria*

In evaluating whether a consultant is to be included in one of the service areas, numerous factors shall be considered. Among those factors are the following:

1. An evaluation of the consultant's technical qualifications.
2. Work experience and reputation.
3. Available personnel.
4. Recommendations of past and existing clients.
5. Actual or potential conflicts of interest with other private or public clients and the City of Le Sueur, including other governmental agencies, doing business with the City.
6. The ability of the firm to directly provide the necessary services without the use of sub-consultants.
7. History of questionable consulting actions or poor consultant contract performance.
8. Willingness to enter into City's Agreement for Professional Services.
9. Hourly fees and other expenses.

VI. CONSULTANT SERVICES PERFORMANCE REVIEW

The performance of each professional consultant may be annually evaluated with reference to standards and procedures developed by the City. Whenever feasible, the act of evaluation will be conducted by the staff most closely associated with the consultant's work and shall occur in the first months following the close of the calendar year. If conducted, evaluation information shall be retained for future reference and shall be available for public inspection. The Consultant shall be provided with copies of the evaluation information and be provided an opportunity to comment or correct any errors or omissions.

VII. CONTRACT EXECUTION

A. *Negotiations and Contract Execution*

A general services agreement will not be entered into for all firms contained within the pool. Individual contracts and authorizations will be prepared for

projects and tasks as the need arises for use of the pool. The City reserves the right to negotiate the final terms and conditions of the contract to be executed for each project or assigned task. Should the City and a consultant be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations and select another consultant. The City also reserves the right to use firms outside of the pre-qualified pool for significant projects or where statutes, funding, or other agencies may require competitive proposals. The City also reserves the right to obtain competitive proposals from multiple firms within the pre-qualified pool of consultants.

Typically, City staff will select a member of the approved consultant pool and will cooperatively develop a draft work scope. A budget will then be prepared based on the draft work scope. The budget is then reviewed and the work scope can be adjusted to maximize the efficiency and effectiveness of the consultant's time. Once the final work scope and budget have been prepared, a Professional Services Agreement is brought to the City Council for approval.

The pre-qualification pool will be in place for four (4) years assuming satisfactory service delivery and or continuity of acceptable assigned personnel.

Certificates of Insurance (COI) must be kept up to date, must meet the requirements in the PSA, and must include the City of Le Sueur as an additional insured. It is the consultant's responsibility to provide COI renewals to the City, at least annually.

Invoices must include listing of individuals, days worked, hours each day, rate of pay for the individual, as well as listing the budget remaining for the project.

B. Contracting Ethics

1. No elected official or employee of the City who exercises any responsibilities in the review, approval or implementation of the proposal or contract shall participate in any decision, which affects his or her direct or indirect financial interest.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. To remove any potential or actual conflict of interest a consultant representing any private party client submitting a project or activity to the City shall not represent or review the project or activity on behalf of the City.
5. This firm shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City of Le Sueur.
6. The City requires affirmative action and, therefore, the firm selected shall not discriminate under the contract against any person in accordance with federal, state and local regulations.

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PAYMENT AND FEE SCHEDULE