

**Metropolitan Mosquito Control District
Request for Proposals (RFP)
OWNER'S REPRESENTATIVE / CAPITAL PROJECT
MANAGEMENT SERVICES**



Issue Date: April 27, 2026

Submission Deadline: June 12, 2026

RFP No. 2026MMCD03

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1. OVERVIEW

The Metropolitan Mosquito Control District (MMCD) is requesting proposals from qualified firms or individuals to provide Owner's Representative / Capital Project Management Services in support of MMCD's capital planning, project oversight, and implementation needs.

MMCD seeks a consultant with demonstrated experience representing public-sector owners and providing strategic guidance, coordination, oversight, and management support for capital projects and related facility initiatives. The ideal respondent will demonstrate:

- Experience serving as an Owner's Representative or Project Manager for public-sector clients
- Experience with laboratory, industrial, warehouse, or other technical facilities
- Experience managing projects in occupied facilities
- Familiarity with Minnesota public procurement and construction practices
- Strong coordination, documentation, and communication skills

The selected responder will be expected to act in MMCD's best interests and to support the District in advancing projects efficiently, transparently, and in alignment with MMCD's operational, budgetary, and long-term facility objectives.

2. PROJECT INFORMATION

MMCD is currently planning and advancing multiple facility-related initiatives, including the Maple Grove warehouse project and the St. Paul renovation and facility projects. These projects are intended to support MMCD's operational needs, facility functionality, and long-term service objectives.

The selected consultant will be expected to provide owner's representative and capital project management support in connection with these projects, as directed by MMCD. Services may include assistance with project coordination, procurement support, schedule oversight, budget monitoring, consultant and contractor coordination, reporting, and other related advisory and management services appropriate to the stage and needs of each project.

At this time, MMCD anticipates that project-related services will generally occur during the period of August 2026 through May 31, 2027. MMCD reserves the right to adjust project

timing, sequencing, and duration based on project development, procurement outcomes, board action, funding considerations, and operational needs.

MMCD is currently planning and advancing multiple facility-related initiatives. The selected consultant will be expected to provide owner's representative and capital project management support across these projects, as directed by MMCD.

Active and Anticipated Projects include:

St. Paul Lab Renovation

This involves a major renovation of laboratory and support spaces at the MMCD St. Paul facility.

- Status: BWBR (Architect of Record) is under contract, and a Design Development (DD)-level cost estimate is complete.
- Operational Continuity: A portion of the facility will remain occupied by internal staff and lessees during construction. Phasing, interim operations, and staff coordination are critical project drivers.
- Low-Voltage Systems: Owner-direct low-voltage work (data cabling, security cameras, and fire alarm panels) will be managed independently in coordination with the General Contractor.

Capital Maintenance & Infrastructure

- Elevator Modernization: A full replacement of elevator equipment. This project is slated to run in parallel with the lab renovation. Scope and budget have been finalized and submitted by MEI.
- Boiler Replacement: System replacement to be coordinated with the broader renovation timeline to maximize efficiency and minimize disruption.

FF&E & Workspace Management

- FF&E (Furniture, Fixtures, & Equipment): Comprehensive oversight of equipment and furniture procurement, including scheduled installation.
- 2nd Floor Modular Offices: Oversight of the completion of second-floor modular workspaces to facilitate staff relocation and provide temporary staging during construction.

Maple Grove Warehouse Project

Facility improvement and operational support project at MMCD's Maple Grove location.

At this time, MMCD anticipates that project-related services will generally occur during the period of July 2026 through May 31, 2027. MMCD reserves the right to adjust project timing, sequencing, and duration based on project development, procurement outcomes, board action, funding considerations, and operational needs.

3. PROCUREMENT SCHEDULE

MMCD anticipates using the following procurement schedule for this RFP:

- **RFP Issued:** April 27, 2026
- **Questions Due:** May 15, 2026
- **Responses/Addendum Issued:** May 22, 2026
- **Proposals Due:** June 12, 2026, at 5:00 p.m.
- **Interviews (if conducted):** Week of June 22, 2026
- **Anticipated Finalist Ranking / Negotiation Period:** June 29–July 22, 2026
- **MMCD Board Approval of Construction Bidder:** July 22, 2026
- **Anticipated Selection of Owner’s Representative / Notice of Intent to Award:** After July 22, 2026
- **Contact:** Maria Mancilla-Diaz, Business Administrator, mmancilla-diaz@mmcd.org, 2099 University Avenue West, St. Paul, MN 55104

MMCD reserves the right to revise this schedule at any time.

4. GENERAL SCOPE OF SERVICES

The scope of services is intended to be broad and general. Services may include, as requested by MMCD, advisory, coordination, management, and oversight assistance related to one or more capital projects, studies, renovations, expansions, warehouse or facility improvements, planning efforts, procurement activities, design coordination tasks, budget reviews, schedule monitoring, consultant coordination, construction-phase representation, reporting obligations, stakeholder communications, and project closeout activities.

MMCD reserves the right to refine, expand, reduce, or otherwise modify the scope of services during the procurement process or contract negotiations.

5. PROPOSAL CONTENT

Each proposal should include, at a minimum, the following:

A. Technical Proposal

The technical proposal should include:

- A cover letter signed by an authorized representative.
- A brief description of the firm or individual, including relevant background and qualifications.
- A summary of experience providing owner's representative, capital project management, or similar services.
- Identification of key personnel and their qualifications.
- A description of the responder's general approach to providing the requested services.
- A summary of comparable project experience, including experience with warehouse, renovation, and occupied facility projects, if applicable.
- References for similar work.
- Any additional information the responder believes would assist MMCD in evaluating the proposal.
- Experience coordinating owner- direct specialty contracts alongside a general contractor.

B. Fee Proposal

The fee proposal should include:

- Proposed fee structure.
- Hourly rates for key personnel, if applicable.
- Description of reimbursable expenses, if any.
- Assumptions, exclusions, or conditions affecting pricing.
- Any optional or alternate fee arrangements the responder wishes MMCD to consider.

6. EVALUATION CRITERIA AND SCORING

Proposals will be evaluated using the following criteria and scoring weights:

- **Firm Experience and Qualifications** – 25 points
- **Project Team and Key Personnel** – 20 points
- **Technical Approach and Understanding of Services** – 25 points
- **Past Performance and References** – 10 points
- **Fee Proposal / Cost Competitiveness** – 20 points

Total Possible Score: 100 points

MMCD may request clarifications, conduct interviews, request additional information, or seek best and final offers if MMCD determines such steps are in its best interest.

7. SELECTION AND NEGOTIATION PROCESS

A. Selection Process

Following evaluation and scoring of proposals, MMCD may identify the highest-ranked responder and may also, at its discretion, invite one or more responders to participate in interviews or provide additional information.

Selection, if any, will be based on MMCD's determination of the proposal that is most advantageous to MMCD, taking into account the published evaluation criteria and any other factors MMCD is permitted to consider.

B. Contract Negotiation

Following evaluation and scoring of the responses, MMCD will enter into negotiations with the highest-ranked firm. Negotiations may include: modification of the proposal submitted, acceptance of part or all of the proposal based on considerations other than proposed price, and modification of specific work elements with the firm into a scope of work of lesser or greater cost than described in this RFP and the responder's proposal. If MMCD is unable to negotiate a satisfactory contract with the top-ranked firm, negotiations will be formally terminated. MMCD may then initiate negotiations with the next highest-ranked firm, and so on, until a satisfactory agreement is reached.

MMCD reserves the right to reject any and all proposals, cancel this RFP in whole or in part, and re-advertise the solicitation at its sole discretion.

8. GENERAL INFORMATION

8.1 Insurance Requirements

(See **Professional Services Agreement** for additional requirements.)

The selected firm must maintain the following minimum insurance coverage throughout the contract term:

- **Professional Liability Insurance:** \$1,000,000 per occurrence; \$2,000,000 aggregate
- **General Liability Insurance:** \$1,000,000 per occurrence; \$2,000,000 aggregate
- **Workers' Compensation:** As required by applicable law
- **Automobile Liability Insurance:** \$1,000,000 per occurrence

8.2 Conflict of Interest

Responders must disclose any potential conflicts of interest that may affect their ability to provide objective and independent services to MMCD.

8.3 Reservation of Rights

MMCD reserves the right to reject any or all proposals; waive informalities, irregularities, or minor defects in proposals; request additional information; cancel, revise, or reissue this RFP; issue addenda; negotiate with one or more responders; and accept the proposal MMCD determines to be in its best interest.

8.4 No Obligation for Costs

MMCD shall not be responsible for any costs incurred by responders in the preparation, submission, presentation, or negotiation of a proposal.

Exhibit A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made this ___ day of _____, _____ by and between the Metropolitan Mosquito Control District, a Minnesota special purpose government entity located at 2099 University Avenue W Saint Paul, MN 55104 (the “District”), and _____, a _____ organized under the laws of the State of _____ and located at _____ (the “Contractor”).

- I. SERVICES TO BE PROVIDED.** The Contractor will perform for the District the services as specified in its proposal which is incorporated into this Agreement as Exhibit A (the “Proposal”). All professional services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- II. COST OF SERVICES.** For the tasks outlined in the Proposal, the District shall pay the Contractor a fee of \$ _____ (the “Professional Fee”). The Professional Fee includes all professional services and all expenses related to the Proposal. The District shall not be responsible for payment for any additional work performed by the Contractor that is not expressly listed on the Proposal or otherwise pre- approved by the District in writing. The Contractor shall submit itemized invoices for the services it provides to the District on a monthly basis. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the District. The sum stipulated for services shall be considered an “Hourly-Not to Exceed” cost to the District, subject only to adjustments for changes in scope of services performed.
- III. TERMINATION OF AGREEMENT.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the District, upon providing 30 days’ written notice to the District; (3) the District may terminate this Agreement at any time at its option, for any reason or no reason at all.
- IV. INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the District for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the District. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the District. The Contractor, its officers, employees,

subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the District's employees, except as otherwise stated herein.

- V. **INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the District and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the District be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the District is entitled under Minnesota Statutes, Chapter 466 or otherwise.
- VI. **INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; professional liability in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate; and commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the District with a current certificate of insurance listing the District as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the District, 10 days' written notice in the case of non-payment. **[The coverages required may need to be revised on a case-by-case basis depending on the nature of the services and professional liability insurance may need to be added].**
- VII. **CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
- VIII. **THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- IX. **NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.
- X. **MISCELLANEOUS PROVISIONS.**
- A. **Entire Agreement.** This Agreement shall constitute the entire agreement between the District and the Contractor, and supersedes any other written or oral agreements between

the District and the Contractor. This Agreement can only be modified in writing signed by the District and the Contractor.

- B. Data Practices Act Compliance.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the District any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the District concerning data requests.
- C. Audit.** The Contractor must allow the District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.
- D. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- E. No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- F. No Discrimination.** The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- G. Agreement Not Exclusive.** The District retains the right to hire other additional contractors in the District's sole discretion.
- H. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- I. Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- J. Compliance with Laws.** The Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.
- K. Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

**METROPOLITAN MOSQUITO
CONTROL DISTRICT**

By: _____
Rena Moran
Chair of Commission

By: _____
Maria Mancilla-Diaz
Business Administrator

CONTRACTOR

By: _____

By: _____