



CITY OF SHERBURN, MINNESOTA

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL MANAGEMENT SERVICES

TEMPERANCE LAKE RIDGE ASSISTED LIVING

Facility Owned by the Sherburn Economic Development Authority (EDA)

Issued By	City of Sherburn 21 East First Street Sherburn, MN 56171
Proposal Due	September 16, 2026 4:00 p.m. Central Time
Contact	Andrea Ballard City Clerk/Treasurer
Issued	August 2026

Providing Quality Senior Living Through Professional, Resident-Centered Management

SECTION 1 – INTRODUCTION

1.1 Procurement Overview

The City of Sherburn, Minnesota ("City") is soliciting proposals from qualified organizations to provide professional management services for Temperance Lake Ridge Assisted Living ("Temperance Lake Ridge" or "TLR"), a municipally owned senior living community located in Sherburn, Minnesota.

Temperance Lake Ridge is owned by the Sherburn Economic Development Authority (EDA) and serves as an important community asset by providing assisted living and memory care services to residents of Sherburn and the surrounding region. The City is seeking an experienced management partner capable of providing comprehensive operational leadership while maintaining exceptional resident care, regulatory compliance, financial accountability, and responsible stewardship of the facility.

The current management agreement is scheduled to expire on December 31, 2026. Through this Request for Proposals (RFP), the City seeks to identify the organization best qualified to continue the successful operation of Temperance Lake Ridge beginning January 1, 2027.

Temperance Lake Ridge is currently managed pursuant to an existing professional management agreement. The current management organization is eligible to submit a proposal in response to this Request for Proposals under the same terms and conditions applicable to all respondents.

This procurement is intended to provide a fair, transparent, and competitive process through which qualified organizations may demonstrate their experience, organizational capacity, and proposed approach to managing a municipally owned assisted living facility. Proposals will be evaluated based upon the criteria established within this RFP, with consideration given to qualifications, experience, operational approach, financial management, regulatory compliance, staffing, and overall value to the City and the residents served by Temperance Lake Ridge.

The City desires to establish a collaborative relationship with a management organization that shares its commitment to providing quality resident care, supporting employees, maintaining regulatory compliance, preserving public trust, and ensuring the long-term sustainability of Temperance Lake Ridge.

1.2 Purpose of the Request for Proposals

The purpose of this Request for Proposals is to solicit competitive proposals from qualified management organizations capable of providing comprehensive management services for Temperance Lake Ridge Assisted Living.

The City seeks a management partner with demonstrated experience operating assisted living communities and a commitment to delivering high-quality resident care while effectively managing staffing, financial operations, regulatory compliance, facility maintenance, occupancy development, and community relations.

The selected management organization will be expected to oversee the day-to-day operations of Temperance Lake Ridge while working collaboratively with the City, the Sherburn Economic Development Authority, residents, families, employees, and other community stakeholders.

The City intends to enter into a professional services agreement with the successful proposer following completion of the evaluation process and approval by the appropriate governing authority.

Nothing contained within this Request for Proposals shall be construed as creating a contractual obligation between the City and any respondent until a written agreement has been executed by all parties.

1.3 Procurement Schedule

The following schedule is provided for planning purposes. The City reserves the right to modify the schedule as necessary to best serve the interests of the procurement process.

Milestone	Date
Request for Proposals Issued	August 2026
Deadline for Written Questions	September 11, 2026
Responses to Questions Issued	As Needed
Proposal Submission Deadline	September 16, 2026
Proposal Review	August–September 2026
Interviews (if conducted)	September 2026
Selection Recommendation	Fall 2026
Contract Negotiation	October–November 2026
Transition Period	November–December 2026
Anticipated Commencement of Services	January 1, 2027

1.4 Questions and Contact Information

All questions regarding this Request for Proposals shall be submitted in writing to the City Clerk/Treasurer. To ensure that all prospective respondents receive the same information, responses to substantive questions may be distributed to all known recipients of the Request for Proposals.

Questions should be directed to:

Andrea Ballard
City Clerk/Treasurer
City of Sherburn
21 East First Street
Sherburn, Minnesota 56171

Phone: (507) 764-4491 Email: andrea.ballard@cityofsherburn.com

The City reserves the right to decline to respond to questions received after the established deadline.

1.5 Definitions

For purposes of this Request for Proposals, the following definitions apply:

City – The City of Sherburn, Minnesota.

EDA – The Sherburn Economic Development Authority, owner of Temperance Lake Ridge Assisted Living.

Temperance Lake Ridge (TLR) – The municipally owned assisted living community that is the subject of this Request for Proposals.

Respondent – Any qualified organization submitting a proposal in response to this Request for Proposals.

Management Company – The organization selected to provide professional management services pursuant to the resulting agreement.

Proposal – The complete written response submitted by a respondent in accordance with the requirements of this Request for Proposals.

Resident – Any individual residing at Temperance Lake Ridge Assisted Living.

SECTION 2 – ABOUT TEMPERANCE LAKE RIDGE

2.1 Community Overview

Located in south-central Minnesota, the City of Sherburn is a close-knit rural community committed to providing a high quality of life for residents of all ages. The community values strong public services, local partnerships, and opportunities that allow residents to remain in their community throughout every stage of life.

Temperance Lake Ridge Assisted Living plays an important role in fulfilling that commitment by providing senior living services that allow older adults to continue living near family, friends, and the community they call home. The facility serves residents from Sherburn and neighboring communities throughout the surrounding region.

The City recognizes the importance of maintaining quality senior housing and supportive services as part of its long-term commitment to community vitality and quality of life. The successful management partner will be expected to support that commitment through professional leadership, responsible stewardship, and resident-centered operations.

2.2 Facility Background

Temperance Lake Ridge Assisted Living is a municipally owned assisted living community located at 410 Fox Lake Avenue, Sherburn, Minnesota. The facility is owned by the Sherburn Economic Development Authority (EDA) and exists to provide quality assisted living services within a welcoming, home-like environment that promotes dignity, independence, and individualized care.

The facility offers assisted living and memory care services designed to meet the changing needs of residents while encouraging independence and preserving quality of life. Residents receive individualized services based upon assessed needs and benefit from access to professional staff, wellness programming, dining services, housekeeping, transportation, recreational opportunities, and a variety of supportive services.

Temperance Lake Ridge has become an important community resource by providing seniors with the opportunity to remain in the area while receiving quality care in a comfortable residential setting. The City and EDA are committed to preserving this valuable community asset through responsible governance and professional management.

2.3 Mission, Vision, and Resident Philosophy

Temperance Lake Ridge is committed to providing compassionate, resident-centered care that respects the dignity, independence, and individuality of every resident.

The philosophy of the facility is founded upon three guiding principles:

- **Offer Choice**
- **Maintain Dignity**
- **Promote Individuality**

Residents are encouraged to remain as independent as possible while receiving individualized support designed to meet their personal needs and preferences. Services are intended to enhance quality of life through respectful care, meaningful relationships, engaging activities, and a safe, comfortable living environment.

The City expects the selected management organization to embrace and uphold these principles throughout every aspect of facility operations.

2.4 Facility Profile

Temperance Lake Ridge provides a comprehensive range of assisted living services designed to support residents with varying levels of need while promoting independence and personal well-being.

The facility currently offers services that include, but are not limited to:

- Assisted Living (28 apartments)
- Memory Care (29 apartments)
- Individualized Care Planning
- Twenty-Four Hour Staff Availability
- Medication Management
- Dining Services
- Housekeeping Services
- Laundry Services
- Transportation Assistance
- Social, Recreational, and Wellness Programming
- Nursing Oversight
- Family Support and Communication
- Health and Wellness Monitoring

The successful management organization will be expected to maintain all required licensure and regulatory compliance necessary to continue providing these services in accordance with applicable federal, state, and local requirements.

2.5 Ownership and Governance

Temperance Lake Ridge is owned by the Sherburn Economic Development Authority.

The City Council authorized the issuance of this Request for Proposals to solicit qualified management organizations capable of providing professional management services for the facility following the expiration of the current management agreement.

The successful management organization will be expected to work collaboratively with the City, the Sherburn Economic Development Authority, residents, families, employees, regulatory agencies, healthcare providers, and community partners to ensure the continued success of Temperance Lake Ridge.

The selected management organization shall recognize that Temperance Lake Ridge is a publicly owned facility operated for the benefit of the community and shall conduct its operations with transparency, professionalism, fiscal responsibility, and accountability.

SECTION 3 – SCOPE OF MANAGEMENT SERVICES

3.1 General Responsibilities

The selected management organization shall be responsible for the professional management and day-to-day operation of Temperance Lake Ridge Assisted Living in accordance with the terms of the management

agreement, applicable federal and state laws, and all applicable regulations governing assisted living facilities within the State of Minnesota.

The management organization shall provide qualified leadership, administrative oversight, and operational support necessary to ensure the continued success of the facility while maintaining the City's commitment to quality resident care, financial stewardship, regulatory compliance, and community service.

The successful proposer shall serve as the primary operational manager of Temperance Lake Ridge and shall work cooperatively with the City of Sherburn, the Sherburn Economic Development Authority, residents, families, employees, healthcare providers, and regulatory agencies.

Management services shall include, but not be limited to, the responsibilities described within this section.

3.1.1 Minimum Expectations and Innovation

The responsibilities identified within this section establish the minimum expectations of the City for the management and operation of Temperance Lake Ridge. Respondents are encouraged to propose additional services, operational enhancements, or innovative management practices that improve resident care, operational efficiency, financial sustainability, employee engagement, or overall organizational performance. The City welcomes creative solutions that align with the mission and long-term success of Temperance Lake Ridge while maintaining compliance with all applicable laws and regulations.

3.2 Administration and Leadership

The selected management organization shall provide qualified administrative leadership necessary for the effective operation of Temperance Lake Ridge.

Responsibilities shall include:

- Overall administration and operational oversight of the facility.
 - Employment and supervision of qualified administrative personnel.
 - Development and implementation of operational policies and procedures.
 - Strategic planning and operational improvement initiatives.
 - Preparation of operational reports and recommendations.
 - Coordination with regulatory agencies and professional service providers.
 - Oversight of contracted services and vendors.
 - Maintenance of required licenses, certifications, and permits.
 - Promotion of a positive organizational culture focused on resident care and employee engagement.
 - Regular attendance and participation at Temperance Lake Ridge Committee meetings, including the presentation of operational updates, financial information, occupancy trends, quality initiatives, and other matters relevant to the oversight of the facility.
 - Attendance at meetings of the City Council, Sherburn Economic Development Authority, or other governing bodies when requested to provide reports, recommendations, or information regarding facility operations.
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3.3 Resident Care and Clinical Services

The management organization shall ensure that resident care is delivered in accordance with applicable laws, accepted professional standards, and the resident-centered philosophy of Temperance Lake Ridge.

Responsibilities include:

- Admission and discharge coordination.

- Resident assessments and service planning.
- Nursing oversight.
- Medication management.
- Care coordination.
- Resident rights protections.
- Family communication.
- Clinical quality assurance.
- Memory care programming.
- Infection prevention and control.
- Emergency preparedness.
- Compliance with Minnesota Assisted Living licensure requirements.

3.4 Human Resources and Staffing

The management organization shall recruit, develop, supervise, and retain qualified employees necessary to provide quality services.

Responsibilities include:

- Recruitment and hiring.
- Orientation and training.
- Scheduling.
- Employee supervision.
- Performance evaluations.
- Employee retention initiatives.
- Continuing education.
- Compliance with employment laws.
- Maintenance of personnel records.
- Workplace safety.
- Workers' compensation administration.
- Development of a positive workplace culture.

3.5 Financial Management

The selected management organization shall provide responsible financial management designed to promote the long-term sustainability of Temperance Lake Ridge.

Responsibilities include:

- Preparation of annual operating budget recommendations.
- Monthly financial reporting.
- Revenue cycle management.
- Accounts receivable oversight.
- Purchasing and procurement.
- Expense management.
- Occupancy forecasting.
- Cash flow monitoring.
- Financial forecasting.
- Internal financial controls.
- Coordination with the City's auditors as requested.
- Cooperation with the City regarding annual budgeting and financial planning.

3.6 Regulatory Compliance

The management organization shall maintain compliance with all applicable federal, state, and local requirements.

This includes, but is not limited to:

- Minnesota Department of Health regulations.
- Assisted Living Licensure requirements.
- HIPAA.
- OSHA.
- Fire and Life Safety Codes.
- Resident Rights.
- Infection Control standards.
- Emergency preparedness requirements.
- Required inspections and surveys.
- Reporting of reportable incidents as required by law.

The management organization shall promptly notify the City of any significant regulatory actions, investigations, citations, or enforcement proceedings affecting the facility.

3.7 Marketing and Occupancy

The management organization shall actively promote Temperance Lake Ridge and implement strategies designed to maintain and improve occupancy.

Responsibilities include:

- Development of an annual marketing plan.
 - Community outreach.
 - Referral development.
 - Public relations.
 - Digital marketing.
 - Website maintenance.
 - Community events.
 - Occupancy tracking.
 - Market analysis.
 - Resident satisfaction initiatives.
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3.8 Facility Operations

The management organization shall oversee the day-to-day operation of the physical facility.

Responsibilities include:

- Housekeeping.
 - Laundry services.
 - Dietary services.
 - Activity programming.
 - Maintenance coordination.
 - Preventative maintenance.
 - Grounds maintenance coordination.
 - Safety inspections.
 - Emergency response planning.
 - Capital improvement recommendations.
 - Asset preservation.
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3.9 Reporting Requirements

The selected management organization shall provide regular reports to the City and/or EDA, as outlined in the final management agreement.

At a minimum, monthly reports should include:

- Occupancy and census.
- Admissions and discharges.
- Staffing levels and vacancies.
- Financial statements.
- Budget-to-actual comparisons.
- Accounts receivable aging.
- Regulatory updates.
- Resident incidents and trends.
- Marketing activities.
- Maintenance projects.
- Significant operational issues.
- Recommendations for operational improvements.

Additional reports may be requested by the City or EDA as reasonably necessary.

3.10 Transition Services

If selected, the management organization shall cooperate fully in the transition of management responsibilities.

The proposal shall include a transition plan addressing:

- Transition timeline.
- Staffing transition.
- Resident and family communication.
- Record transfers.
- Vendor coordination.
- Regulatory notifications.
- Continuity of resident care.
- Operational continuity.

The City expects the transition process to occur in a manner that minimizes disruption to residents, employees, and daily operations.

3.11 Performance Expectations

The City seeks a management organization that demonstrates a commitment to excellence in resident care, operational leadership, financial stewardship, and collaborative governance. The successful management organization shall perform its responsibilities in a manner that reflects the values and expectations of a publicly owned senior living community.

In addition to the responsibilities outlined throughout this Request for Proposals, the selected management organization will be expected to:

- Foster a culture that prioritizes resident dignity, independence, safety, and quality of life.
- Demonstrate professionalism, integrity, and ethical conduct in all aspects of facility operations.
- Maintain open, timely, and transparent communication with the City, the Sherburn Economic Development Authority, the Temperance Lake Ridge Committee, residents, families, employees, regulatory agencies, and community partners.
- Respond promptly and professionally to resident, family, employee, and community concerns, while working collaboratively to resolve issues in a respectful and constructive manner.
- Support employee recruitment, retention, professional development, and workplace engagement to promote a stable and high-performing workforce.
- Utilize sound financial management practices that promote long-term sustainability, accountability, and responsible stewardship of public resources.
- Identify opportunities for operational improvements, innovation, and efficiencies that enhance resident services and organizational performance.
- Maintain compliance with all applicable laws, regulations, licensing requirements, and professional standards while proactively addressing identified risks or deficiencies.
- Work cooperatively with the City and EDA in developing annual goals, evaluating organizational performance, and implementing continuous quality improvement initiatives.
- Promote a positive public image of Temperance Lake Ridge through professional representation, community engagement, and a demonstrated commitment to exceptional service.

The City values a management organization that approaches its role as a long-term partner invested in the continued success of Temperance Lake Ridge. The selected management organization should demonstrate a commitment to collaboration, accountability, transparency, innovation, and continuous improvement while recognizing the unique responsibility of managing a municipally owned assisted living community.

The City reserves the right to establish mutually agreed-upon annual organizational goals and performance objectives with the selected management organization as part of its ongoing contract administration and performance review process. Such goals may address, but are not limited to, resident care outcomes, occupancy, financial performance, employee retention, regulatory compliance, quality improvement initiatives, and other priorities identified by the City and the management organization.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 Minimum Qualifications

To be considered for award, respondents must demonstrate the qualifications, experience, and organizational capacity necessary to successfully manage a licensed assisted living facility. At a minimum, respondents shall:

- Be legally authorized to conduct business within the State of Minnesota or demonstrate the ability to obtain such authorization prior to contract execution.
- Have a minimum of five (5) years of experience providing professional management services for assisted living, memory care, or comparable senior living communities.
- Demonstrate experience operating facilities subject to Minnesota assisted living licensure requirements and applicable state and federal regulations.
- Employ or have access to qualified personnel with the knowledge and experience necessary to fulfill the responsibilities outlined in this Request for Proposals.
- Demonstrate financial stability sufficient to perform the services contemplated under this RFP.
- Have no material history of contract default, fraud, or regulatory actions that would adversely affect the respondent's ability to successfully perform the required services.

Failure to meet these minimum qualifications may result in the proposal being deemed non-responsive.

4.2 Proposal Format

To facilitate a fair and consistent evaluation process, proposals shall be organized in the order identified below. Respondents are encouraged to provide clear, concise, and complete responses that directly address each requested item.

Proposals should include sufficient detail to allow the City to evaluate the respondent's qualifications, experience, management philosophy, operational approach, and overall ability to successfully manage Temperance Lake Ridge.

Marketing materials may be included as supplemental information but shall not replace the required proposal content.

4.3 Required Proposal Contents

Each proposal shall include, at a minimum, the following information:

A. Cover Letter

Provide a cover letter signed by an individual authorized to bind the organization contractually. The cover letter shall include:

- Legal name of the organization, primary business address, primary contact person, telephone number, email address.
 - Statement affirming the respondent's commitment to provide the services described in this RFP.
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B. Organizational Profile

Provide information regarding the organization, including:

- Company history, ownership structure, organizational chart, number of years in business, number of assisted living communities currently managed, geographic service area, and description of organizational resources and support services.
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C. Relevant Experience

Describe the respondent's experience managing assisted living communities similar to Temperance Lake Ridge.

Include:

- Facilities currently managed.
 - Years of management experience.
 - Experience with municipally owned or publicly owned facilities, if applicable.
 - Experience managing memory care services.
 - Experience working with governing boards or public entities.
 - Examples of successful operational improvements.
 - Experience managing regulatory surveys and compliance.
-

D. Proposed Management Approach

Describe the respondent's philosophy and approach to managing Temperance Lake Ridge.

Address, at a minimum:

- Organizational leadership.
 - Resident care philosophy.
 - Employee recruitment and retention.
 - Financial management.
 - Regulatory compliance.
 - Occupancy growth.
 - Community engagement.
 - Communication with the City, EDA, and Temperance Lake Ridge Committee.
 - Quality assurance.
 - Continuous improvement initiatives.
-

E. Staffing Plan

Provide a proposed staffing and leadership structure, including:

- Organizational chart specific to Temperance Lake Ridge.
 - Key management positions.
 - Qualifications of proposed leadership staff.
 - Availability of regional or corporate support personnel.
 - Succession planning.
 - Employee training and professional development.
-

F. Transition Plan

Provide a detailed transition plan describing how management responsibilities would be assumed if selected.

The transition plan should address:

- Timeline.
 - Communication with residents and families.
 - Employee transition.
 - Regulatory notifications.
 - Vendor coordination.
 - Record transfers.
 - Operational continuity.
-

G. Financial Proposal

Respondents shall submit a detailed fee proposal that clearly identifies all costs associated with providing management services.

At a minimum, the proposal shall include:

- Proposed management fee structure.
- Description of services included within the management fee.
- Any additional fees or reimbursable expenses.
- Description of optional services and associated costs.
- Any assumptions used in preparing the proposal.
- Estimated annual insurance costs included in the proposed management fee.

Respondents shall identify the estimated annual cost of insurance coverage that the respondent anticipates including within its proposed management fee as a result of the insurance requirements outlined in Section 6.4. Respondents shall separately identify any insurance-related costs that are proposed to be paid directly by the City or reimbursed by the City outside of the management fee.

The City reserves the right to negotiate pricing with the selected respondent.

H. References

Provide a minimum of three (3) references from organizations for which similar services have been provided within the past five years.

For each reference include:

- Organization name.
- Contact person.
- Title.
- Telephone number.
- Email address.
- Dates of service.
- Brief description of services provided.

The City reserves the right to contact references and other clients not identified by the respondent.

I. Required Certifications

Include the following:

- Statement certifying that all information contained within the proposal is true and accurate.
- Statement disclosing any actual or potential conflicts of interest.
- Disclosure of any litigation, regulatory actions, or investigations within the past five years that could reasonably affect the respondent's ability to perform the requested services.
- Certification that the respondent is not suspended or debarred from contracting with any governmental entity.

4.4 Proposal Submission

Proposals shall be submitted and clearly marked:

Proposal – Professional Management Services
Temperance Lake Ridge Assisted Living

Proposals must be received no later than: August 13, 2026

Late proposals may not be considered.

Proposals shall be delivered to:

City Clerk/Treasurer
City of Sherburn
21 East First Street
Sherburn, Minnesota 56171

Electronic submissions of a single PDF will be accepted by email only, to
andrea.ballard@cityofsherburn.com.

All email submissions will receive a response back within one business day to confirm receipt.

4.5 Proposal Validity

Proposals shall remain valid for a period of **120 days** following the proposal submission deadline unless otherwise agreed to in writing by the City and the respondent.

SECTION 5 – EVALUATION AND SELECTION PROCESS

5.1 Proposal Review

Following the proposal submission deadline, City staff will review all proposals to determine whether they are complete and responsive to the requirements of this Request for Proposals. The City reserves the right to request clarification or additional information from respondents to assist in the evaluation process.

The City may reject any proposal determined to be incomplete, non-responsive, or submitted after the established deadline.

5.2 Evaluation Criteria

Proposals will be evaluated based upon the information submitted by each respondent and the City's determination of which proposal best meets the needs and objectives of Temperance Lake Ridge.

In evaluating proposals, the City may consider, including but not limited to, the following factors:

- Qualifications and experience of the respondent.
- Experience managing assisted living and memory care communities.
- Demonstrated understanding of the operational needs and goals of Temperance Lake Ridge.
- Qualifications and experience of proposed management personnel.
- Proposed management philosophy and operational approach.

- Resident care and quality improvement practices.
- Financial management capabilities.
- Staffing, recruitment, and employee retention strategies.
- Marketing and occupancy development plans.
- Transition plan and implementation strategy.
- References and demonstrated past performance.
- Financial proposal and overall value to the City.
- Responsiveness to the requirements of this Request for Proposals.
- Any other factors the City determines to be relevant and in the best interest of the City.

The City is not obligated to select the proposal offering the lowest cost. Award, if made, will be based upon the proposal determined to provide the best overall value and to best serve the interests of the City, Temperance Lake Ridge, its residents, and the community. The City encourages respondents to demonstrate not only their qualifications and experience, but also their commitment to transparency, collaboration, accountability, resident-centered care, and long-term stewardship of a municipally owned assisted living community.

5.3 Interviews

The City reserves the right, but is not obligated, to invite one or more respondents to participate in interviews, presentations, or discussions as part of the evaluation process.

Interviews may be used to clarify proposal information, evaluate organizational fit, discuss management philosophy, review operational approaches, and allow respondents to address questions from the City regarding their proposal.

Participation in interviews shall not obligate the City to award a contract to any respondent.

5.4 Reference Checks

The City reserves the right to contact any references provided by respondents and may also contact other individuals or organizations with knowledge of the respondent's qualifications, experience, or past performance.

Reference information may be considered in the evaluation of proposals.

5.5 Negotiation of Contract

Following completion of the evaluation process, the City may enter into negotiations with the respondent determined to provide the proposal that best serves the interests of the City.

Negotiations may include, but are not limited to:

- | | |
|-----------------------------|--|
| • Scope of services. | • Transition planning. |
| • Management fees. | • Contract terms and conditions. |
| • Performance expectations. | • Other matters necessary to finalize a mutually acceptable agreement. |
| • Reporting requirements. | |

If negotiations are unsuccessful, the City reserves the right to terminate negotiations and begin negotiations with another qualified respondent or to reject all proposals.

5.6 Award of Contract

The issuance of this Request for Proposals does not obligate the City to award a contract or to reimburse respondents for any costs incurred in the preparation or submission of proposals.

The City reserves the right to:

- Reject any or all proposals.
- Waive minor informalities or irregularities in proposals.
- Request additional information from respondents.
- Request revised proposals.
- Cancel or reissue this Request for Proposals.
- Negotiate modifications to proposals.
- Award a contract in whole or in part, if determined to be in the best interest of the City.
- Decline to award a contract if the City determines that doing so is in its best interest.

Any contract award shall be contingent upon approval by the appropriate governing authority and successful negotiation of a mutually acceptable management agreement.

SECTION 6 – EXPECTED CONTRACT PROVISIONS

6.1 Management Agreement

Following completion of the evaluation process, the City intends to negotiate a professional management agreement with the selected respondent. The final agreement shall incorporate the requirements of this Request for Proposals, the successful respondent's proposal, negotiated terms, and other provisions determined to be in the best interest of the City.

The provisions contained within this section represent the City's anticipated contractual expectations and are intended to provide respondents with a general understanding of the requirements likely to be incorporated into the final management agreement.

6.2 Contract Term

The management agreement shall commence on January 1, 2027, unless otherwise agreed upon by the parties.

The anticipated initial contract term shall be three (3) years, with renewal options to be negotiated as part of the final agreement. Regardless of the length of the Initial Term or any Renewal Term, the final agreement shall include a defined, unilateral mechanism by which the City may elect not to renew the agreement upon written notice provided not less than one-hundred-twenty (120) days prior to expiration of the then-current term, so that the City retains a reliable path to transition to a new management organization without requiring the incumbent's consent.

The City reserves the right to negotiate the length of the initial term and any renewal provisions with the selected respondent.

6.3 Compensation

The final management agreement shall establish the compensation to be paid for management services.

The agreement is expected to address:

- Management fees.
- Payment schedule.

- Reimbursement of approved expenses.
- Budget preparation responsibilities.
- Financial reporting requirements.
- Approval processes for expenditures as identified in the agreement.
- Other compensation-related provisions negotiated by the parties.

6.4 Insurance Requirements

The selected management organization shall, at its sole expense, procure and maintain the insurance coverages identified below throughout the term of the Management Agreement. All insurance shall be issued by companies authorized to do business in the State of Minnesota and rated acceptable to the City.

At a minimum, the successful respondent shall maintain the following insurance coverage:

Type of Insurance	Minimum Coverage Required
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Professional Liability (Errors & Omissions)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence; \$1,000,000 aggregate
Workers' Compensation	Statutory limits required by the State of Minnesota
Employer's Liability	\$1,000,000 per accident; \$1,000,000 disease (each employee); \$1,000,000 disease policy limit
Hired and Non-Owned Automobile Liability	\$100,000 per individual; \$3,000,000 aggregate
Community Vehicle Liability (if applicable)	\$1,000,000 combined single limit, including uninsured/underinsured motorist coverage
Employment Practices Liability	\$1,000,000 aggregate
Cyber Liability / Privacy & Network Security	\$1,000,000 per claim and aggregate
Property Insurance*	Full replacement cost of the building and contents, as applicable under the final Management Agreement
Business Income Coverage*	Minimum twelve (12) months actual loss sustained, as applicable under the final Management Agreement

* Responsibility for maintaining Property Insurance and Business Income Coverage shall be allocated between the City and the selected management organization in the final Management Agreement.

The costs associated with the insurance requirements identified in this section shall be considered part of the management organization's proposed cost of providing services and shall be reflected in the respondent's Financial Proposal, unless otherwise specifically identified by the respondent as a cost to be paid directly or reimbursed by the City.

The selected management organization shall provide certificates of insurance evidencing the required coverages prior to the commencement of services and upon renewal of each policy. The City of Sherburn and the Sherburn Economic Development Authority shall be named as additional insureds on all applicable liability policies, as required by the final Management Agreement.

The City reserves the right to require higher coverage limits or additional insurance coverages if reasonably determined to be necessary based upon the scope of services, operational risks, or changes in applicable laws, regulations, or industry standards.

6.5 Indemnification

The final Management Agreement shall include provisions requiring the selected management organization to defend, indemnify, and hold harmless the City of Sherburn, the Sherburn Economic Development Authority, and their respective elected officials, officers, employees, agents, and volunteers from and against claims, damages, losses, liabilities, and expenses arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of the management organization, its employees, agents, subcontractors, or representatives in the performance of the agreement, to the extent permitted by applicable law.

The specific indemnification provisions shall be negotiated and incorporated into the final Management Agreement.

6.6 Partnership Expectations

The City seeks to establish a collaborative, professional, and transparent relationship with the selected management organization.

Accordingly, the management organization shall be expected to:

- Work collaboratively with the City, the Sherburn Economic Development Authority, and the Temperance Lake Ridge Committee.
 - Foster open, honest, timely, and professional communication.
 - Proactively identify operational, financial, regulatory, staffing, or resident care concerns and communicate those matters promptly to the City.
 - Provide recommendations and potential solutions to identified challenges.
 - Support strategic planning and long-term organizational success.
 - Demonstrate professionalism, integrity, and accountability in all interactions.
 - Recognize that Temperance Lake Ridge is a publicly owned community asset and conduct operations in a manner consistent with the principles of transparency, accountability, and responsible stewardship of public resources.
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6.7 Performance Security

The City reserves the right to require the selected management organization to furnish a performance bond, irrevocable letter of credit, or other form of financial security acceptable to the City prior to commencement of services.

The type, amount, and conditions of any required performance security shall be determined during contract negotiations and incorporated into the final Management Agreement. In determining whether performance security is appropriate, the City may consider factors including, but not limited to, the scope of services, financial risk, contract value, and the qualifications and financial strength of the selected management organization.

6.8 Performance Standards

The final management agreement shall establish performance expectations consistent with the objectives identified throughout this Request for Proposals.

Performance expectations are anticipated to include:

- Compliance with all applicable laws and regulations.
- Achievement of mutually established organizational goals.
- Maintenance of quality resident care.
- Financial stewardship.
- Regulatory compliance.
- Employee recruitment and retention.
- Resident satisfaction.
- Operational reporting.
- Continuous quality improvement.

The City reserves the right to establish mutually agreed-upon annual organizational goals and performance objectives with the selected management organization as part of its ongoing contract administration and performance review process. Such goals may address, but are not limited to, resident care outcomes, occupancy, financial performance, employee retention, regulatory compliance, quality improvement initiatives, and other priorities identified by the City and the management organization.

6.9 Reporting and Communication

The management organization shall provide regular reports regarding facility operations as required by the final management agreement.

Reporting expectations are anticipated to include:

- Monthly operational reports.
- Financial reports.
- Occupancy reports.
- Staffing updates.
- Regulatory compliance updates.
- Capital improvement recommendations.
- Budget updates.
- Significant operational developments.

The management organization shall provide reports in advance of regularly scheduled Temperance Lake Ridge Committee meetings and shall attend such meetings to present operational updates, respond to questions, and discuss matters relating to the management and operation of the facility.

The management organization shall also attend meetings of the City Council, Sherburn Economic Development Authority, or other governing bodies when reasonably requested.

6.10 Records, Audits, and Compliance

The selected management organization shall maintain complete and accurate operational and financial records relating to the management of Temperance Lake Ridge.

The management organization shall cooperate with the City's annual audit process and provide records, documentation, and financial information reasonably requested by the City or its authorized representatives.

Records maintained on behalf of the City or the Sherburn Economic Development Authority shall be maintained in accordance with applicable laws and shall be made available as required by the final management agreement and applicable public records requirements.

6.11 Transition Assistance

Upon expiration or termination of the management agreement, the management organization shall cooperate fully in facilitating an orderly transition of management responsibilities.

Transition assistance is expected to include:

- Transfer of operational records.
 - Coordination with the successor management organization.
 - Regulatory notifications.
 - Vendor coordination.
 - Continuity of resident care.
 - Employee communication.
 - Other reasonable transition activities necessary to minimize disruption to residents and operations.
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6.12 Termination

The final management agreement is expected to include provisions addressing:

- Termination for cause.
- Termination for convenience.
- Non-renewal notice provisions, including a defined advance written-notice period (e.g., not less than one-hundred-twenty (120) days prior to expiration of the then-current term) by which either party may elect not to renew the agreement.
- Notice requirements.
- Opportunity to cure identified deficiencies, when appropriate.
- Transition responsibilities upon termination or expiration.
- Other customary contractual provisions necessary to protect the interests of the City and Temperance Lake Ridge.

The City recognizes that the successful management of Temperance Lake Ridge depends upon a strong and collaborative partnership between the management organization, the City, the Sherburn Economic Development Authority, the Temperance Lake Ridge Committee, residents, families, employees, and the community. The City seeks a management organization that shares its commitment to excellence, integrity, transparency, accountability, and the long-term success of this important community asset.

SECTION 7 – GENERAL CONDITIONS

7.1 Reservation of Rights

The City reserves the right to amend, modify, postpone, or cancel this Request for Proposals at any time prior to the execution of a management agreement.

The City further reserves the right to:

- Reject any or all proposals.
- Waive minor informalities, irregularities, or technical defects in proposals received.
- Request additional information or clarification from any respondent.
- Conduct interviews or presentations.

- Negotiate with one or more respondents.
- Request revised proposals.
- Accept all or any portion of a proposal.
- Decline to award a contract if determined to be in the best interest of the City.
- Condition any award and resulting management agreement upon written confirmation that the City's existing management agreement for Temperance Lake Ridge will not automatically renew beyond the end of its current term.

The exercise of these rights shall not create any liability or obligation on the part of the City.

7.2 Proposal Costs

All costs incurred in the preparation, submission, presentation, or negotiation of a proposal shall be the sole responsibility of the respondent.

The City shall not be responsible for reimbursing any costs associated with responding to this Request for Proposals, regardless of whether a contract is ultimately awarded.

7.3 Public Data

Proposals submitted in response to this Request for Proposals shall become the property of the City.

Respondents are advised that proposal materials may be subject to disclosure in accordance with the Minnesota Government Data Practices Act and other applicable laws. Any information claimed to be confidential or protected shall be clearly identified by the respondent. The City cannot guarantee that information designated as confidential will be exempt from disclosure if disclosure is required by law.

7.4 Conflicts of Interest

Respondents shall disclose any actual, potential, or perceived conflicts of interest that may exist with respect to this procurement or the performance of the requested services.

The City reserves the right to determine whether any disclosed conflict of interest may adversely affect the respondent's ability to perform the requested services or otherwise impact the integrity of the procurement process.

7.5 Equal Opportunity

The selected management organization shall comply with all applicable federal, state, and local laws relating to equal employment opportunity, nondiscrimination, and affirmative action, as applicable.

The City encourages proposals from organizations committed to fostering inclusive workplaces and providing equal opportunities in employment and service delivery.

7.6 Compliance with Laws

The selected management organization shall comply with all applicable federal, state, and local laws, regulations, ordinances, licensing requirements, and professional standards governing the operation and management of assisted living facilities.

Nothing contained within this Request for Proposals shall relieve the selected management organization of its responsibility to obtain and maintain all licenses, permits, certifications, and approvals required for the performance of the requested services.

7.7 No Contract Created

The issuance of this Request for Proposals does not constitute an offer by the City and does not create any contractual rights or obligations.

No contractual relationship shall exist between the City and any respondent unless and until a written management agreement has been negotiated, approved by the appropriate governing authority, and executed by all necessary parties.

7.8 Addenda

The City reserves the right to issue written addenda to modify, clarify, or supplement this Request for Proposals.

Respondents shall be responsible for acknowledging receipt of all addenda issued by the City and shall incorporate such information into their proposals.

7.9 Governing Law

This Request for Proposals and any resulting management agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Any legal action arising from this procurement or any resulting agreement shall be brought in a court of competent jurisdiction within the State of Minnesota.

7.10 Acceptance of Terms

Submission of a proposal constitutes acknowledgment that the respondent has reviewed this Request for Proposals and agrees to comply with its requirements unless specific exceptions are identified within the proposal.

7.11 Protest Procedure

Any respondent wishing to protest the solicitation process or proposed contract award shall submit a written protest to the City Clerk/Treasurer within five (5) business days following the date of the City's Notice of Intent to Award.

The City shall review the protest and issue a written determination. The decision of the City shall be final unless otherwise required by law.