

Notice

Sunnyside Care Center is requesting proposal for a management firm to manage or consult in the operation of Sunnyside Care Center, Becker County's skilled nursing facility. Proposals specifications are available in the Office of Executive Director, Sunnyside Care Center, 16561 US HWY 10, Lake Park, MN 56554. Persons or firms who obtain copies of the Request for Proposals (RFP) will be included on the Official RFP Distribution List, and will be required to give an address, telephone and fax number and email address at which they can be contacted to receive Addenda or Notices relating to the submission of Proposals.

Sealed proposals will be received in the office of the Becker County Administrator until Monday, May 15, 2023 at 2:00pm, and publicly opened in the County Commissioner's Board Room located at the Becker County Courthouse, 915 Lake Avenue, Detroit Lakes, MN 56501 at 2:15pm. The Sunnyside Board of Directors reserve the right to reject, in whole or in part, any or all proposals received, and further reserve the right to negotiate the final contract terms, including cost, after the submission of sealed proposals.

A pre-submission meeting with interested Proposers will be held on Monday, May 1st, 2023, at 1:00pm in the County Commissioner's Board Room, located at 915 Lake Avenue, Detroit Lakes, MN, 56501. A Microsoft TEAMS opportunity will be made available to participate online. While not mandatory, attendance is strongly encouraged.

REQUEST FOR PROPOSALS

1. INTRODUCTION:

GENERAL INFORMATION

Sunnyside Care Center is a 30-bed skilled nursing facility with a family-like atmosphere. Sunnyside Care Center has the highest standards for quality care and truly get to know the people and families we care for. Sunnyside Care Center staff are the best in the area and our residents and families are consistently impressed with the care we provide. The most recent DHS Resident Satisfaction survey shows Sunnyside ranks higher in all areas compared to the state average. Sunnyside Care Center is owned by Becker County and currently managed by Ecumen. Sunnyside Care Center has been trusted to serve our community for more than 60 years, from providing short term rehabilitation services to caring for individuals for long term. Sunnyside Care Center is located on beautiful Boyer Lake, offering

breathtaking views for all to enjoy. Sunnyside is proud to be a CMS Five Star facility, holds a strong financial position, and has high staff satisfaction and retention.

Sunnyside Care Center started as a TB (tuberculosis) sanitarium in 1916. In 1951, the sanitarium was converted to a nursing home that was jointly owned by Becker and Clay Counties until 1966 when Becker County bought Clay County's share of the facility. In 1973, a resolution was passed to build a new building and in 1975, residents moved into the current building. Today, Sunnyside is honored to continue providing quality care to enrich the lives of those we serve. Through love and compassion our goal is to create a family-centered community; to participate in the traditions in our community; and to encourage continuing innovation.

Sunnyside Care Center currently provides an array of healthcare services to meet the needs of individuals who may be recovering from an illness or injury or in need of long-term nursing care. Medical Services include Rehabilitation, Skilled Nursing, On-Site Physician visits and Enhanced Services including wound care, palliative care, hospice care, and respite care; and therapy services including physical therapy, occupational therapy, and speech therapy.

Becker County shall employ or contract for services of all personnel necessary to operate Sunnyside Care Center, including the Executive Director, subject to the discretion of the Sunnyside Care Board in authorizing the creation of job positions and fixing compensation rates, as provided by state statute, and further subject to the discretion of the Board of Commissioners in approving contracts and adopting annual budgets that limit expenditures in the operation of Sunnyside Care Center.

The Sunnyside Care Center Board is seeking a qualified independent contractor who will provide high quality management services to the residents of Sunnyside Care Center, while achieving cost savings. Ecumen communicated to the Sunnyside Care Center Board of Directors on March 30th, 2023, of their desire to end that management arrangement with Sunnyside Care Center and Becker County. The initial term of the management contract is expected to begin on June 30, 2023 and is intended to be for an initial term of three years, with options for extending the contract for additional terms of one to three years each. June 30, 2023, through July 31, 2023, will be a transition period between Ecumen management and the Proposer's management. The final determination of initial term and extension options will be subject to negotiations with the successful Proposer.

The timetable presently contemplated by the Sunnyside Care Center Board of Directors for submission of proposals, evaluation of proposals and award of the contract is as follows:

- Distribute Request for Proposals (RFPs): Monday, April 17, 2023
- Pre-submission Meeting: Monday, May 1, 2023, at 1:00pm
- Deadline for submission of Proposals: Monday, May 15, 2023, at 2:00pm
- Opening of Bid, Award Contract County Board Room: Monday, May 15, 2023, at 2:15pm
- Recommend Approval to the County Board: May 30, 2023, at 5:00pm
- Authorize Signing of Contract: County Board Meeting: Tuesday, June 6, 2023, at 8:15am
- Begin Service: Friday, June 30, 2023 (tentative)

2. SUBMISSION OF PROPOSALS

A. Proposals Due:

Sealed proposals will be received in the Becker County Administrator's office, Becker County Courthouse, 915 Lake Avenue, Detroit Lakes, MN 56501 until 2:00pm Monday, May 15, 2023. Proposals must be submitted in a sealed package, with the Proposer's name and address on the outside of the package, along with the designation: "PROPOSAL FOR CONSULTING- MANAGEMENT SERVICES- SUNNYSIDE CARE CENTER." One original signature master copy shall be included in the package along with one PDF form either provided in a zip drive or emailed to ashleymcnally@ecumen.org. Each proposal must include a financial summary page that includes the annual price for the three years of the initial contract term.

B. Questions Regarding the RFP:

Questions about the RFP may be submitted by email to ashleymcnally@ecumen.org and pat.oman@co.becker.mn.us and must be received not later than Noon on Monday, May 15, 2023 to be considered for answer and possible inclusion in an addendum.

C. Withdrawal of Proposals:

Proposals may be withdrawn by the Proposer at any time up to the deadline for submission. After said deadline, proposals must remain final (subject to negotiation of terms as provided for in these specifications) and cannot be withdrawn for a period of thirty (30) days.

D. Familiarity With Proposed Work

The Proposer certifies that Proposer has carefully considered the work proposed and the terms of the RFP to determine for itself the difficulties and requirements incidental to the prosecution of the work, and that the submission of the proposal is considered conclusive evidence of such examination.

- E. By submitting a proposal, the Proposer agrees that the materials presented to the Sunnyside Care Center Board will become the solo property of the Sunnyside Care Center and County of Becker, and further agrees that the entities may share such materials with any person deemed appropriate by the entities, at the solo discretion of its authorized officers, agents and/or employees. Any materials considered by the Proposer to be confidential and proprietary must be clearly marked as such.

3. PROCEDURES FOR AWARD OF CONTRACT

A. Proposal Review:

1. Proposals received shall be evaluated and reviewed by representatives from the Sunnyside Care Center Board of Directors and the Becker County Board. Following evaluations of written proposals, some firms may be selected for interview to determine the firm deemed best qualified.
2. Each proposal must be responsive to the requirements set forth in the Request for Proposals. Proposals that do not meet the mandatory requirements will be considered non-compliant.
3. The Sunnyside Board of Directors/ Becker County Board reserve the right to waive technicalities and to reject any or all proposals in the best interest of the County.

B. Interview of Respondents and Selection of Finalists:

1. Respondents may be asked to attend interviews with county officials. Firms will be rated based on qualifications, scope of work, and price.
2. After review of proposals and conducting interviews (if any), the County and/or Sunnyside Care Center staff may be authorized by the Sunnyside Board of Directors to commence negotiation for a contract with the firm recommended for the award. The Becker County Board Chair will be the signatories on any agreement entered into because of this RFP.

C. Contract Negotiations:

1. Upon determination of the firm deemed to be best qualified and authorization by the Sunnyside Board of Directors, Becker County shall enter negotiation of contract terms for the required services. If a satisfactory contract cannot be negotiated with the firm deemed most qualified within a reasonable period of time as determined solely by the Sunnyside Board of

Directors, negotiations with that firm will be suspended, and negotiations may be undertaken with the firm ranked second-most qualified. Should a satisfactory contact not be negotiated with either of these firms, additional firms may be selected in order of their qualifications as established by proposal review and/or interview, and negotiations entered into as outlined above. The Sunnyside Board of Directors reserves the right to cancel or re-issue the Request for Proposal.

2. The Proposer agrees to negotiate in good faith with the County to enter into a formal agreement with the County, with such agreement substantially incorporating the terms and conditions in the RFP and including a HIPPA Business Associate Agreement. The agreement will incorporate, in order of precedence, the following:
 - a. The Agreement
 - b. The terms and conditions contained in the RFP document
 - c. The proposal submitted by the Proposer

D. Contract Award:

1. Based on the proposal, interview, and any other information which may be obtained by the County, the County may prepare and offer a contract for a three (3) year term beginning June 30, 2023, and ending July 31, 2026, with the County **or Proposer** having the right to terminate for convenience upon ninety (90) days advance written notice. After the initial three-year contract term, the County may extend the contract for additional terms of one or more years by mutual agreement with the Proposer.
2. The successful Proposer shall commence work only after the transmittal of a fully executed contract and all required insurance certificates, and after receiving written notification to proceed from the County. The successful Proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
3. The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the Proposer.

4. QUALIFICATIONS OF THE PROPOSER:

The following are to be construed only as minimum requirements for purposes of weighing Proposer qualifications:

- A. The Proposer must have corporate experience (not individual experience) in providing consulting/management services to long-term care/skilled nursing facilities or some combination of experience in similar facilities. Describe in detail and provide materials showing Proposer's experience in long-term care/skilled nursing industry, as well as any other health care related experience.
 - B. The Proposer must identify key management personnel who will be responsible for providing consulting/management services at Sunnyside Care Center.
5. REQUIRED CONTENTS AND FORMAT OF PROPOSALS:
- A. Transmittal Letter:

This is to be a brief letter on the Proposer's letterhead, addressed to the County of Becker, which provides the following information:

- 1. Correct legal name and address of the Proposer.
 - 2. Name, title, telephone, email address and fax number of the contact person for the Proposer.
 - 3. A statement that the proposal is in response to this RFP and that the Proposer agrees to accept all the requirements of the RFP. Any exceptions to RFP requirements should be clearly identified.
 - 4. The signature, along with the typed name and title of the individual who must be authorized to commit the Proposer to the proposal. The signature must be an original manual signature, not a facsimile.
- B. Technical Proposal:

This portion of the proposal must address each item listed below:

- 1. Introduction & Company Profile:
 - a. Date firm was organized to provide consulting/management services to long-term care/skilled nursing facilities.
 - b. Corporate experience in providing consulting/management services to long-term care/skilled nursing facilities:

- a. Number of years provide consulting/management services to long-term care/skilled nursing facilities.
- c. Provide the name and address of each public and private nursing home/long-term skilled facility owned, leased, or operated by Proposer or any member of its ownership structure during the past three (3) years. Specify which owned, leased, or operated pursuant to management agreement, and the term (dates) of any contracts, description of type and size of facilities, and scope of services provided. Provide complete contact information for these facilities, specifically identifying facilities comparable to Sunnyside Care Center.
- d. The Proposer must list any contacts that were terminated or not renewed upon expiration within the last five years, giving the client's name and address, contact person, email address and phone number; and the reason for termination or non-renewal.
- e. Corporate office organization structure – submit an organization chart which clearly illustrates all individuals and entities, their relationship in terms of proposed services. In addition, provide a list of individuals of the firm who may be expected to provide services or have responsibility for management or overseeing services provided to the County under a contract award for this RFP.
- f. Summarize your experience in dealing with third party reimbursement, regulatory compliance, and the quality improvement process in a long-term care/skilled nursing facility.
- g. Identify any individual shareholders or owners of your company or entity that own or control an interest of 5% or more in your operation,

and any individual who meets the Centers for Medicare & Medicaid Services (CMS) definition of being in a position of “managerial control.”

Sunnyside Care Center and Becker County shall have the right to make such investigation as it deems necessary to determine the ability of the Proposer to perform the work under the agreement contemplated in this RFP.

2. Insurance

The successful Proposer must provide certificates of insurance made out to the County of Becker, indicating that the below listed insurance requirements are in force:

- a. General Liability: Limits of \$1,000,000 per occurrence/ \$3,000,000 aggregate at a minimum.
- b. Worker’s Compensation: Statutory benefits; employer’s liability. \$5,000,000 one accident and aggregate disease. The Proposer’s carrier will waive all rights of subrogation against the County.
- c. Automobile Liability: \$1,000,000 per occurrence combined single limit for bodily injury (Including death) and property damage liability, covering owner, non-owned, and hired vehicles.
- d. Professional Liability: Occurrence – based institutional/clinical medical malpractice covering all operations. Limits of \$1,000,000 each occurrence and \$3,000,000 in the aggregate.

Additionally, any professional who will render professional services will provide the County with evidence of professional liability insurance with policy limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

- e. Excess coverage insurance in the minimum amount of \$2,000, 000 shall be required covering general liability, automobile liability and employer's liability policies.
- f. The Successful Proposer must submit proof of insurance for each subcontractor, naming the County as additional insured in the amounts specified in paragraphs a-e. Becker County, Sunnyside Care Center, their officers, and employees must be named as additional insured parties on all liability policies, except professional liability. Coverage for occurrences happening during the performance of services required under the agreement must be maintained in full force and effect under the policy. The policy shall include "tail coverage" for up to a two-year period of exposure.

3. Cost Proposal:

It is the preference and may be required by statute of Becker County to contract for consulting/management service for the Sunnyside Care Center based up on a flat fee. Proposer shall detail the fee structure for all management and consulting fees depending on the frequency by which the services are provided (i.e., monthly, weekly, daily, etc.). The Proposer will invoice the County monthly, based on 1/12 of the annual contract cost.

6. SCOPE OF WORK

The Successful Proposer shall provide the following services:

- A. The Proposer selected for award of a contract shall perform services in accordance with the requirements of this RFP and any addenda thereto, and shall sign an Agreement that

incorporates such requirements, along with such agreed-upon information and provisions provided in the Proposal.

- B. The Proposer shall be required to consult in the management of the daily operations of Sunnyside Care Center in full compliance with all statutes, rules, regulations, directives, practices, and procedures required by Federal, State, and local authorities, and shall follow generally accepted best practices and procedures for operation of skilled nursing homes/long-term facilities.
- C. The Proposer shall provide and assign to work under the consulting contract only individuals who have experience with management services for skilled nursing facilities that provide long-term care principally for senior residents. The Proposer shall insure that all such individuals meet all statutory and regulatory requirements and standards for serving in Minnesota skilled nursing facilities, including all required criminal background checks and licensing requirements.
- D. Sunnyside Care Center operates under the 9/30-year end fiscal year. Annual proposed operating budget for Sunnyside Care Center that shall be presented no later than September 1st of each year for review and approval by the Sunnyside Board of Directors as part of the budget development process.
- E. The Proposer's employees, who are serving as a consultant and providing services to Sunnyside Care Center, will be expected to meet with and provide pertinent information to the Sunnyside Board of Directors, Sunnyside Executive Director, and other County management (including County Administrator and County Auditor and Treasurer) regarding the operations of Sunnyside Care Center, both on a regularly scheduled basis (e.g., monthly updates) and as the County deems necessary.

- F. The Proposer will serve as primary consultant for the County with respect to all regulatory matters impacting the operations of Sunnyside Care Center, and will be responsible for instituting all plans, practices, policies, and procedures necessary to assure compliance with all applicable statutes, rules regulations, directives, practices, and procedures required by Federal, State and local authorities.
- G. The Proposer will be expected to be available 24/7 to respond to phone calls and emails to handle time-sensitive issues as requested by the Executive Director.
- H. The Proposer agrees to maintain as confidential all records of Sunnyside Care Center. Proposer agrees to not share records beyond the smallest group of need-to know staff to properly manage or consult on the topic related to said records.
- I. The Proposer shall be on-site for the Minnesota Department of Health surveys and other surveys as requested by the Executive Director.
- J. The Proposer agrees to comply with Minnesota Department of Health regulations, federal regulations including CMS/CDC, OIG guidelines and corporate compliance, ACA and HIPPA.
- K. The Proposer shall make available to or obtain the services for consultation and advice in the areas or operations of facilities similar to Sunnyside Care Center, including, the following (as well as other areas of operations that Sunnyside Care Center may need in the future). A Proposer with experience could also propose moving some of the services below to their facility or supplying that service with the management/consulting service.

Clinical Services

Operations

Social Services

Quality Improvement

Infection Control

Life Safety/Environmental

Food Nutrition

MDS/Care Plans

Fiscal Management

Rehabilitation Services

Education, Training and Competencies

Supply Chain and Purchasing

HR

- Job descriptions
- Marketing for staffing
- Recruitment
- Background Checks/CNA registry

Environmental/Maintenance

- Review chemical use
- Life safety updates
- Policy/Procedure review
- Disaster Planning
- Emergency Planning

Financial

- Business office process review
- Collection process review
- Audits

Dietary

- Clinical reviews and weight management
- Sanitation
- Policy and Procedure review
- Industry updates

Reimbursement

- MDS, Care Plan and PDM Education

Operational

- QAPI
- Employee relations
- Staffing solutions
- Policy and Procedure

Clinical

- Access to DOH Compliance programs
- Survey Prep
- Regulation updates
- Medical record review

- Policy and Procedure development and implementation
- Care planning
- Risk management
- Infection Control
- Wound Care/pressure ulcer care and prevention
- Pain management
- Medication management
- Dementia/behavior management
- Bowel and bladder management
- Falls prevention
- Restorative Nursing Programs
- Respirator Programs
- Electronic Health Record management
- MDS reviews

Services

- Abuse prevention
- Advance Directives
- Complaints/Grievances
- PASR screenings
- Admission process
- Room Transfers
- Guardianships
- Discharge Planning

- Trauma informed care

Activities/Recreation

- Program reviews and audits
- Guidance/Mentoring

Education/In-Service

- Managing the survey process/trends
- QAPI
- Director or Nursing training/mentoring
- Clinical competencies
- Medication observations
- Tube Feeding
- CNA competencies
- Comprehensive care planning
- Bowel and Bladder Management programs
- Skin Care/Pressure ulcer prevention & care
- Pain management
- Antipsychotic medication reduction and non-pharmacological interventions
- Elopement prevention
- Dementia management
- Skilled nursing documentation
- MDS training
- Abuse prevention, reporting and investigating

12. The Proposer recognizes that Sunnyside Care Center is a participant in various third-party payment programs, including Medicare and Medicaid, which participation is essential to the viability of Sunnyside Care Center. Proposer agrees to cooperate with Sunnyside Care Center to offer consultation in all reasonable requirements for participation and payment associated with such third-party payment programs.

7. GENERAL REQUIREMENTS

A. Personal:

1. Each employee selected by the Proposer for assignment to Sunnyside Care Center shall have appropriate expertise.
2. The Proposer shall engage only licensed and qualified personnel to provide consulting and management services.
3. All of Proposer's personnel intended for assignment to work at Sunnyside Care Center must first be screened for TB. As part of its proposal, Proposer shall submit a copy of Proposer's substance abuse and/or drug testing policy.
4. Initial and continued assignment of Proposer's staff to Sunnyside Care Center shall be subject to compliance with current and future Federal, State, and local laws, regulations, orders, administrative regulations, administrative directives, and policies and procedures of Becker County.
5. The Proposer shall be responsible to ensure adequate staffing for consulting services, including appropriately training and certified replacement personnel to fill in during temporary absences due to vacations, illness, family emergencies, etc., and during position vacancies arising from retirement, resignation, etc. All replacement personnel shall be subject to background investigations per regulations. Failure to promptly address vacancies will

result in the Proposer being required to deduct from its invoices an amount that corresponds to the time that staff was not available for consulting services.

8. Additional Contract Terms and Conditions:

In addition to the preceding sections of this RFP, the Agreement will incorporate the following general terms and conditions.

A. Independent Capacity of Proposer

The Proposer, its employees, agents, and those of any approved subcontractors are independent Proposers and are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

B. Prohibition Against Assignment

The Proposer shall have no authority to assign or subcontract any part of this agreement without prior written approval from the County.

C. Contract Modification and Amendment

1. This document, and all attachments which have been incorporated by reference, contain all terms, provisions, and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.
2. Any alteration, variation, modification, or waiver of any provision of the Agreement shall be valid only when reducing to writing, duly acknowledged by the parties hereto by execution of an amendment which shall be attached to and be part of this Agreement.

3. The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Agreement.

D. Compliance of Law:

The Proposer shall always observe and comply with all Federal, State, local and municipal laws, ordinances, rules, and regulations in any manner affecting the Agreement.

E. Responsibility for Subcontractors

The Proposer agrees that all provisions of this contract shall apply equally to each subcontractor. The Proposer agrees to indemnify the County as to the acts and omissions of its subcontractors and will take all reasonable actions to ensure that the County is protected from any liability that may occur because of subcontractors' performance under this Agreement.

F. Non-Discrimination:

The Proposer agrees to comply with all applicable federal and state laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. The Proposer expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and local laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that Proposer has or intends to delegate any of its responsibilities to any training programs, other source of recruitment or other entity, but Proposer shall remain primarily responsible for compliance hereunder. The Proposer expressly agrees to comply with the Americans with Disabilities Act of 1990.

G. Certification Regarding Conflict of Interest:

The Proposer shall receive no remuneration or commission of any kind from any vendor because of Proposer's performance under this Agreement. The Proposer will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Proposer, (allowing Proposer a reasonable opportunity to respond) where same is not corrected by Proposer within a reasonable period after notice. Proposer certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

H. Termination of Contract:

1. Termination of Cause:

The County of Becker may terminate the contract at any time if the Proposer fails to carry out its responsibilities or fails to make substantial progress under the terms specified in the contract. Becker County shall provide the Proposer with at least thirty (30) days written notice of conditions considered to be a failure to perform contractual responsibilities. If after such notice the Proposer fails to remedy to the satisfaction of the County the condition contained in the notice, the County shall have the right to issue an order to stop work immediately, in which case the contract shall be terminated as of the date of the stop-work order.

2. Termination for Convenience:

The County **or Proposer** reserves the right to terminate the Agreement, without cause, at any time for the convenience or best interests of the County, by delivery of ninety (90) days advance written notice.

I. Indemnification:

- A. Proposer agrees that upon execution of a contract for the services called for in the RFP, Proposer shall defend, indemnify and hold harmless the County of Becker, and

its agents, officers and employees from all claims, actions, lawsuits, damages, judgments or liabilities (including attorney's fees and costs of legal and administrative proceedings) arising out of the management/consulting services carried out by the Proposer at the Sunnyside Care Center, and /or resulting from any act or omission by the Proposer, its officers, employees, agents and contracted service providers in performance of any responsibility or service relating to the contract for management/consulting services.

- B. The County of Becker shall not be responsible for representing or defending the Proposer, its officers, employees, agents, or contracted service providers who may be named as defendants in any lawsuit, or in connection with a tort or civil rights claim. The Proposer shall be responsible for defending Becker County, and any of its officers and employees who may be named as a defendant in a lawsuit relating the management/consulting services under this contract or resulting from any act or omission arising from or relating to the Proposer's responsibilities under the contract awarded from the RFP.

J. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provisions is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

K. Headings for Convenience Only

The headings of the paragraphs/sections of this Agreement are used for convenience of reference only and shall not be deemed to affect the meaning or construction of any paragraphs/sections of the Agreements.

L. Waiver

No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the is Agreement, no failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

M. Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay in fulfilling or performing any term of this Agreement is caused by or results from acts or circumstances beyond the reasonable control of the party, including without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riots, or other civil unrest, nation emergency, revolution, insurrection, epidemic, or pandemic, lock-outs, strikes, or other labor disputes, or restraints or telecommunication breakdown or power outage; provided, that if the event in question continues for a period in excess of sixty (60) days, the County shall be entitled to give notice in writing to the successful Proposer to terminate the Agreement.