



REQUEST FOR QUOTE (RFQ)

REAL ESTATE & BROKERAGE SERVICES

For OMLB Inventory Properties

Omaha Municipal Land Bank (OMLB) is seeking to hire brokerage firm(s) to provide brokerage and marketing services for OMLB-owned residential properties within its inventory available for sale. Properties to be assigned will include both current and future acquired vacant lots and lots containing vacant structures.

It is the intent of this RFQ to have the successful broker/firm enter a one (1) year Professional Services Contract with OMLB to supply real estate and brokerage services for each as outlined herein.

Responses are to be submitted in electronic format (Adobe PDF preferred) and submitted to info@omlb.org.

IMPORTANT BIDDING DATES

ISSUANCE OF BID: Monday, May 1, 2023

BID DEADLINE: Monday, June 5, 2023

REQUEST FOR QUOTE FORM

*This form is part of the specification package and **MUST** be signed and returned, along with Quote documents, by the opening date and time specified.*

THE QUOTE *MUST* MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. THE QUOTE WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS

- The quote must be received by OMLB by **June 5, 2023, at 5:00 PM CST**. Late Quote submissions will be returned unopened or remain unread.
- The quote must meet all specifications of the RFQ and the terms and conditions of this form.
- This form **MUST** be manually signed below, in ink, and returned by the Quote opening date and time along with your Quote and any other requirements as specified in the RFQ to be considered for an award.

By signing this Request for Quote form, the Proposer guarantees compliance with the provisions stated in this Request for Quote, agrees to the Standard Conditions and Terms of Qualification Submission and Acceptance, and certifies that they maintain a drug-free workplace environment.

NAME OF FIRM: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

PRIMARY CONTACT: _____ JOB TITLE: _____

EMAIL ADDRESS: _____ PHONE: _____

SIGNATURE

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____

INSTRUCTIONS TO RESPONDENTS

I. BACKGROUND ON OMAHA MUNICIPAL LAND BANK

A. ORGANIZATION OVERVIEW

Omaha Municipal Land Bank (OMLB) is a governmental, 501(c)3 nonprofit organization. OMLB acquires vacant, abandoned, or dilapidated properties throughout Omaha for the purpose of returning them back into productive use.

The Nebraska Land Bank Act allowed the City of Omaha to create the Omaha Municipal Land Bank, as a governmental nonprofit organization in 2014. Since its establishment, the Land Bank has served as a critical tool for supporting long-term development and building sustainable communities in Omaha by transforming problem properties into neighborhood assets. Separate from the functions of a real estate office, the Landbank pursues abandoned properties that have been rejected by the open market, to eliminate their liabilities and transfer them to new owners in a manner most supportive of local needs and priorities.

It is the mission of the OMLB to empower Omaha to create sustainable and thriving communities through the equitable transformation of problem properties. Its core functions include acquiring vacant and tax-delinquent properties, clearing any title encumbrances and liabilities, and selling them to qualified buyers who have plans for development. Buyers of land bank properties are required to redevelop a vacant property within two years or nine months if the property has a dilapidated structure.

Due to the nature of the market, the land bank operates within, all properties to be involved in a contract, if awarded, will be considered formerly blighted properties. As a result, properties to be assigned will vary in states of disrepair. The Executive Director and/or their designee will oversee maintaining the assets. Brokers will be charged with helping OMLB to assess the marketability of the properties as well as identifying qualified buyers to apply for Landbank properties.

To learn more about OMLB, visit www.omahalandbank.org.

B. DEFINITIONS

For purposes of this RFQ, the following terms have the definitions set forth in this section.

1. **“OMLB”, “Land Bank” or “Landbank”** refers to the Omaha Municipal Land Bank.
2. **“Respondent”** means an individual or business submitting a Response to supply the services requested in the Request For Quotes (RFQ).
3. **“Response”** means a completed response with all required contents submitted by the Respondent to provide the services requested, which constitutes an offer to contract with OMLB at said term and conditions.
4. **“Broker”** means a licensed real estate broker in the state of Nebraska.
5. **“Contractor”** means the Respondent that will be selected by OMLB through the RFQ process to provide services to OMLB pursuant to a Professional Services Contract.
6. **“Contract”** means a Professional Services Contract between OMLB and the Contractor, wherein the Contractor agrees to supply real estate and brokerage services to OMLB.
7. **“Team Members”** means all Brokers and other professionals which Respondent expects to assign to perform services related to the Contract if Respondent is selected as the Contractor.

II. INSTRUCTIONS TO THE RESPONDENTS

The following conditions outline OMLB's expectations relevant to services to be contracted from this RFQ.

A. SCOPE OF WORK

For the purposes of this RFQ, OMLB is seeking to procure qualified Brokerage firms to submit a quote for consideration to provide the following services:

- a. Perform market analysis on assigned properties, which shall include physically inspecting the property and providing photographs of the property;
- b. Participate in an OMLB Property Sales training at least once a year to become familiar with the land bank's process and procedures of disposing of properties ([reference documents listed in Appendix Section C](#));
- c. Develop and execute marketing strategies for the sale of properties, including site prep work and strategic acquisition recommendations if needed;
- d. Work with OMLB staff to navigate through the sale of the properties with approved buyers and prospects;
- e. Provide monthly reports to OMLB staff detailing transactions and leads;
- f. Ensure OMLB property signs are posted on each property and signage verbiage is visible to the street;
- g. Engage OMLB staff to facilitate real estate transaction closings and to conduct all other customary activities associated with real estate transactions; and,
- h. Attend of meetings of the Acquisition & Disposition Committee and the Board of Directors' meetings of OMLB as required.

1. STANDARDS OF PERFORMANCE

All services by Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to OMLB, and in accordance with the generally accepted business practices and procedures and pursuant to the governing rules and regulations of the State of Nebraska and the City of Omaha, based on the type of services performed under the Contract.

- a. **Length of Service:** The Contract period will be for one (1) year. Allocated properties will be evaluated every six (6) months, at which time properties may be reassigned.

2. RFQ & SCOPE TIMELINE

Date	Activity
May 1, 2023	Issuance of Bid
May 15, 2023	Deadline to submit questions
May 23, 2023	Pre-Bid Meeting (Access link to meeting)
June 5, 2023	Bid Deadline
June 9, 2023	Finance Committee Scoring of Bid Responses
June 14, 2023	Award Notification Distributed to Vendors
June 16, 2023	Vendor Orientation and Enter Contracts
June 30, 2023	Property listings are updated, and vendors begin advertisements

December 2023	Vendor Performance Evaluation
May 31, 2024	Vendor Contract Expires

RFQs will be received by OMLB at 1905 Harney Street, Suite 224 Omaha, NE 68102 until 5:00 pm local time on June 5, 2023.

3. REPORTING

Upon request, the Contractor shall prepare and submit reports of its activities, funded under the Contract, to OMLB. The reports shall include an itemization of the use of OMLB's funds, inclusive of specific services delivered by the Contractor. The Contractor understands and acknowledges that as part of OMLB's operations. OMLB may be required to provide such reports and this contract to public officials and members of the public, and the Contractor authorizes OMLB to make such disclosures of the Contract.

4. VALUE OF THE PROJECT

- a. **Commission Rate:** The real estate firm will be paid strictly on a commission basis and will be expected to work closely with OMLB personnel. Services will be contracted, billed, and paid at a total commission rate of six (6) percent of the final sales price per property. Any cooperating Broker fees will be payable by the Contractor, at their discretion, from the previously mentioned fees.
- b. **Fair Market Report Fee:** The land bank will compensate the Vendor \$75 for each produced report per property. Each Fair Market Analysis Report should include the minimum information described in "[Chapter III Content of Responses](#)" ([Section A-8](#)).

B. NOTICES

All communications with OMLB concerning this RFQ, including questions, must be presented in writing via email directed to: info@omlb.org.

All email communications concerning this RFQ should reference the RFQ in the subject line.

III. CONTENT OF RESPONSES

OMLB reserves the right to select any Firm(s) to be awarded any or all zones referenced in this RFQ, provided the firm satisfies the submittal criteria as described below.

A. SUBMITTAL REQUIREMENTS

All responses must include the following content:

1. STATEMENT OF QUALIFICATIONS

Statement of Qualifications, which must include the following:

- a. **Information about the Respondent:** the name of the Managing Broker, the name and title of the principal point of contact, names, and titles of other key Brokers, and any other professionals that will be assigned to the Contract, as well as a brief description of each person's qualifications. In addition, elaborate on why the Managing Broker is interested in working with OMLB.

2. LITIGATION ACKNOWLEDGEMENT STATEMENT

A statement regarding legal action, including a list of any active or pending litigation in which the Respondent is or will be a party and a brief description of the reason for the legal action.

If no legal actions are ongoing or pending, include a section in the Response marked "*Legal Actions – None.*"

3. CONFLICT OF INTEREST STATEMENT

A statement regarding conflicts of interest, which provides information regarding any actual or potential conflicts of interest. If no conflicts of interest exist, a section in the Response marked "Conflicts of Interest – None."

- a. A failure by Respondent to disclose any actual or potential conflict of interest at the time of Response may disqualify Respondent from contracting with OMLB for the Contract referenced in this RFQ and any other future contracts.
- b. If Respondent fails to disclose an actual or potential conflict of interest and OMLB enters into an agreement with Respondent, OMLB will consider such nondisclosure to be a fraudulent inducement to contract and may rescind the contract and/or pursue other available remedies.

4. POINT OF CONTACT

Information about Respondent and Team Members, including contact information, the neighborhood(s) within which the Respondent seeks to provide services and the neighborhood of the specified area. The attached resumes are not to exceed three (3) pages for each Team Member.

- a. Resumes should detail the Team Member's education and relevant experience.

5. PROOF OF EXPERTISE

Proof that the Respondent is knowledgeable in the real estate market by providing evidence of a minimum of three (3) years of experience offering real estate brokerage services in Douglas County along with a statement about the experience and Respondent's market knowledge of

Omaha's neighborhood(s) in which Respondent seeks to provide services.

- a. Copies of current Real Estate Broker's Licenses issued by the State of Nebraska for all Brokers expected to work on the Contract and any other current professional licenses that may be relevant. All Brokers and agents must be licensed and in good standing with the Nebraska Real Estate Commission.
- b. A list of sales transactions in Douglas County that occurred any time during the last three (3) years wherein the Respondent, the Respondent's Managing Broker, or any other Team Member was involved as the seller's representative and identification of the client as either a governmental entity, corporate client, or private individual.
- c. A list of at least three (3) professional references for whom the Respondent (namely, the Brokers which Respondent expects to assign to the Contract) is providing or has provided residential real estate brokerage services within the past three (3) years, including the name of the contact person, name the company or firm, and a telephone number and email address for the contact.

6. NEIGHBORHOOD STATEMENT

Evidence or a statement, which demonstrates that Respondent is familiar with the specified neighborhood(s) and has experience working with vacant properties with and without structures.

Please refer to the neighborhoods grouped in zones referenced in Appendix Section B.

Brokerage firms may apply to as many zones as desired, but the bid response must include statements that justify the familiarity with neighborhoods included in all zones specified.

7. CONTRACTOR REQUIREMENTS

- a. Any person who will be marketing OMLB's property on behalf of the Contractor must be properly licensed pursuant to the laws of the State of Nebraska.
- b. The assigned salesperson working on the Brokerage Services Contract is expected to have a minimum of three (3) years of experience selling residential properties within the city of Omaha boundaries.
- c. Brokerage firms and salespeople should be knowledgeable about the Omaha neighborhoods in which they are working. Once contracted, the salesperson will be expected to be knowledgeable

about the Land Bank's programs, procedures, and offerings.

8. FAIR MARKET ANALYSIS REPORT SAMPLE

Provide three (3) sample fair market analysis reports for residential real estate. Please refer to the section below for minimum report requirements.

The sample is expected to provide at a minimum the following items:

- a. The current condition of the property;
- b. Comparable sales suggested list price and a sale price;
- c. Conditions of the local market that will affect marketability (i.e., potential incentives, other projects in the area, crime, etc.);
- d. Potential uses/users for the property;
- e. A list of marketing strategies to be used to sell the property, which may include ways to engage them;
- f. Estimated market time to affect a sale; and,
- g. Any other information that would be relevant to the marketability of the property.

9. INSURANCE REQUIREMENTS

A copy of the Respondent's certificate of insurance, including general liability and errors and omissions. Please refer to [Appendix Section A](#) for an outline of insurance requirements.

B. RESPONDENT WARRANTIES

The submission of a Response shall constitute a warranty that:

- Respondent has carefully and thoroughly reviewed the RFQ and obtained all necessary guidance or clarification as to all terms and conditions contained in this RFQ or otherwise expressed by OMLB;
- Respondent is skilled and experienced in the type of services called for in this RFQ;
- Respondent is not currently in arrears to the City of Omaha or Douglas County with respect to taxes, fines, or judgments;
- Respondent has not defaulted on any past contract with the City of Omaha or Douglas County or OMLB; and,
- Neither the Respondent nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from OMLB or its employees, contractors, or directors.

Failure of a Respondent (or representative of Respondent) to ensure that the Respondent is fully acquainted with existing conditions, or the amount of work involved will not be a basis for requesting additional compensation after the Respondent enters a Contract with OMLB.

1. EVALUATION & AWARD PROCESS

Issuance of this RFQ and receipt of proposals does not obligate OMLB to award a contract. Nor does it constitute a commitment by OMLB to Respondents, impose any legal obligation on OMLB, or establish any formal relationship between OMLB and Respondents. OMLB reserves the right to postpone the bid deadline, accept or reject any or all proposals received in response to this RFQ, negotiate with any or all the Respondents, or cancel all or part of this RFQ.

2. SELECTION CRITERIA

- a. Knowledge of the local real estate market and the surrounding region.
- b. Real estate experience, qualifications, and references.
- c. Proven real estate track record.
- d. Knowledge of various selling techniques to market vacant land and structure properties.
- e. Ability to meet or exceed the requirements herein.
- f. A respondent with the best price and best offer.

Incomplete responses will not be accepted and will automatically be disqualified

3. MODIFICATION OF RESPONSES

Respondents may withdraw Responses at any time. OMLB will not accept modifications or supplements to submitted Responses. However, prior to the final deadline for submissions, Respondents may withdraw a Response and resubmit a revised Response.

4. ACCEPTANCE OF RESPONSES

Upon receipt and review of all Responses, the Executive Director of OMLB, or her designee, may schedule and hold interviews with those Respondents that it deems qualified to perform the services. Responses will be evaluated in terms of completeness of the Response, the comprehensiveness of the services offered, the experience of the Respondent with Douglas County markets, and the quality of the market analysis report.

Only complete bid responses that satisfy the minimum qualifications and requirements will be considered for this opportunity. OMLB retains the option, at its sole discretion, to extend the qualification due date if compliance with the original due date appears impractical.

- a. **Digital Responses:** Please send an email indicating your intent to submit your bid. Your email responses must include an attached PDF document with the enclosed requested files. Submit bid response to

Deana Walocha at info@omlb.org by close of business at 5 PM on June 5, 2023.

- b. **Printed Responses:** Responses to the RFQ will be received by OMLB at 1905 Harney Street, Suite 224 Omaha, NE 68102 until 5:00 pm local time on June 5, 2023.

Please send one (1) signed, marked “original” and ten (10) complete copies of your submission materials. Respondents may also provide their responses in electronic form. (Flash drive, preferred.)

If hand delivered or mailed:
Omaha Municipal Land Bank
1905 Harney Street, #224
Omaha, NE 68102

IV. GENERAL CONDITIONS

Respondent agrees to the following General Conditions, which will be part of the Contract between OMLB and Respondent if Respondent is awarded the Contract.

A. SUBCONTRACTING OR ASSIGNMENT OF CONTRACTS

Once awarded, the Contract may not be subcontracted or assigned without the prior written authorization of OMLB’s Executive Director. Any unauthorized subcontracting or assignment shall render the Contract null and void.

B. INDEMNIFICATION

The Contractor shall indemnify, defend, save, and hold harmless OMLB, its officers, employees, and agents, from and against all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of the Contract by Contractor, its employees, subcontractors, or agents, or any negligent act or omission of Contractor, its employees, subcontractors, or agents, which occurs pursuant to the performance of the Contract, and this indemnification shall survive the expiration or earlier termination of the Contract. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of OMLB, its officers, employees, and agents.

The Contractor agrees that it will hold OMLB harmless and indemnify OMLB for all reasonable costs, including attorneys’ fees and expenses and court costs incurred by OMLB due to the failure of the Contractor to comply with the Contract or any statute or regulation applicable under the Contract. The Contractor further agrees that OMLB is not responsible for personal and/or property damage liability claims that may result from work performed by the Contractor, its employees, subcontractors, or agents.

C. PAYMENT & PREPAID FEES

1. METHOD OF PAYMENT

Services for Commission Rate will be paid at the closing of the property from sale proceeds, except that the fee for the Fair Market Report shall be paid at the time the report is provided.

2. PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by OMLB.

3. PREPAID FEES

In the event, the Contract is terminated by either party, for cause or otherwise, and OMLB has prepaid for any contract goods or services to be provided pursuant to the Contract, Contractor shall provide a refund to OMLB, on a prorated basis to the effective date of termination, all amounts prepaid for such contract goods or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of the termination.

D. DISPUTES

The Executive Director, under the direction of the OMLB Board of Directors, shall have final authority to resolve any disputes. Any dispute may be presented to the Executive Director in writing, specifying the nature of the dispute and the relevant Contract section. The Executive Director will conduct a review, consult with the OMLB Board of Directors, and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and the disputing party, if different from the Contractor. Notwithstanding a dispute, the Contractor shall continue to perform all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by OMLB in writing.

E. MODIFICATIONS & AMENDMENTS

Modifications and amendments may be made to the Contract, provided that such modifications and amendments are approved in writing by the Executive Director. No change to the Contract may extend the contract period more than one (1) year, nor may any change increase the value of the Contract more than 10% over the contract award.

F. DEFAULT

The Contractor shall be in default under this Contract in the event of a material breach by the Contractor of any term or condition of the Contract, where the Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by OMLB, setting forth the nature of such breach.

A material breach of the Contract by the Contractor includes, but is not limited to, the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Failure to perform under the Contract in a satisfactory manner;
4. Failure or refusal to adequately correct or re-perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment of reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
7. An assignment of the Contract for the benefit of creditors;
8. Any cause which impairs performance in an unacceptable manner; and,
9. Any other material breach of any term or condition of the Contract.

OMLB shall be in default under this Contract if any material breach of the Contract by OMLB that occurs, which is not cured by OMLB within forty-five (45) days after written notice of the breach has been given by Contractor to OMLB, setting forth the nature of the breach in sufficient detail to allow OMLB a reasonable opportunity to cure.

G. OMLB REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period, OMLB shall have the right to terminate the Contract, provided, however, that OMLB shall give the Contractor written notice of its intent to terminate.

Following notice to the Contractor, OMLB reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, OMLB shall have the right to pursue all remedies available in law or equity. If OMLB takes any action to enforce the Contract as a result of a material breach by the Contractor, OMLB shall be entitled to recover from the Contractor all reasonable expenses related to enforcement, including but not limited to attorneys' fees and expenses. OMLB will also be entitled to recover its attorneys' fees and expenses if OMLB is the prevailing party in any lawsuit related to this Contract.

H. CONTRACTOR REMEDIES

If OMLB has been notified of the breach and fails to remedy the breach during the forty-five (45) day cure period, the Contractor shall have the right to terminate the Contract, provided; however, the Contractor shall give OMLB thirty (30) days prior written notice of termination.

The Contractor shall have the right to pursue all remedies available in law or equity. The Contractor's damages shall be limited to provable damages not to exceed the

value of the contract as awarded by OMLB. The Contractor shall not disrupt any operation related to the Contract or repossess any component thereof.

I. DELAYS

The Contractor, if awarded, agrees that no charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the Contract.

J. PATENTS, COPYRIGHTS, AND LICENSES

The Contractor, if awarded warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware, or part or use thereof is provided to OMLB legally and without infringement on any patent, copyright, or license, or any other intellectual property right. The Contractor shall agree to hold harmless and indemnify OMLB at its own expense against any suit or proceeding brought against OMLB based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.

K. COMPLIANCE WITH LAWS

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Nebraska and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations if contracted. The Contractor shall promptly provide such permits and licenses to OMLB upon request.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under the Contract, including but not limited to environmental laws and regulations, the minimum wage requirements of the State of Nebraska as provided in Neb. Rev. Stat. §48-1203, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). If awarded, the Contractor shall promptly notify OMLB of any conflict discovered between the Contract and any applicable laws, rules, regulations, and/or permits and licenses and await a resolution of the conflict.

If any provision of the Contract is determined to be invalid, illegal, or unenforceable after execution, the invalid, illegal, or unenforceable provision shall not affect the enforceability of any other provision of the Contract and shall be modified so that it is valid, legal, and enforceable and to the fullest extent possible, reflects the intention of the parties.

L. TERMINATION FOR CONVENIENCE

OMLB may terminate the Contract, or any portion, at any time by notice in writing to the Contractor.

M. GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to OMLB before the final voucher on the Contract is issued. The Contractor agrees that the contract goods and services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to OMLB.

N. AUDIT: EXAMINATION OF RECORDS

Contractor agrees that OMLB's auditor or any of its duly authorized representatives shall, until the expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or Contractor's compliance with any term, condition, or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of the Contract.

The Contractor further agrees that it shall include in all its subcontracts under the Contract a provision to the effect that the subcontractor agrees that OMLB's auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of such subcontractor involving transactions related to the subcontract, or such subcontractor's compliance with any term, condition, or provision under of the Contract.

If the Contractor receives payment under the Contract, reimbursement for which is later disallowed, the Contractor shall promptly refund the disallowed amount to OMLB on request, or at OMLB's option, OMLB may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with OMLB.

O. ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in the Contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract are of no force and effect.

P. FORCE MAJURE

Neither Contractor nor OMLB shall be liable for failing to fulfill any obligation under the Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

V. APPENDIX

A. INSURANCE REQUIREMENTS

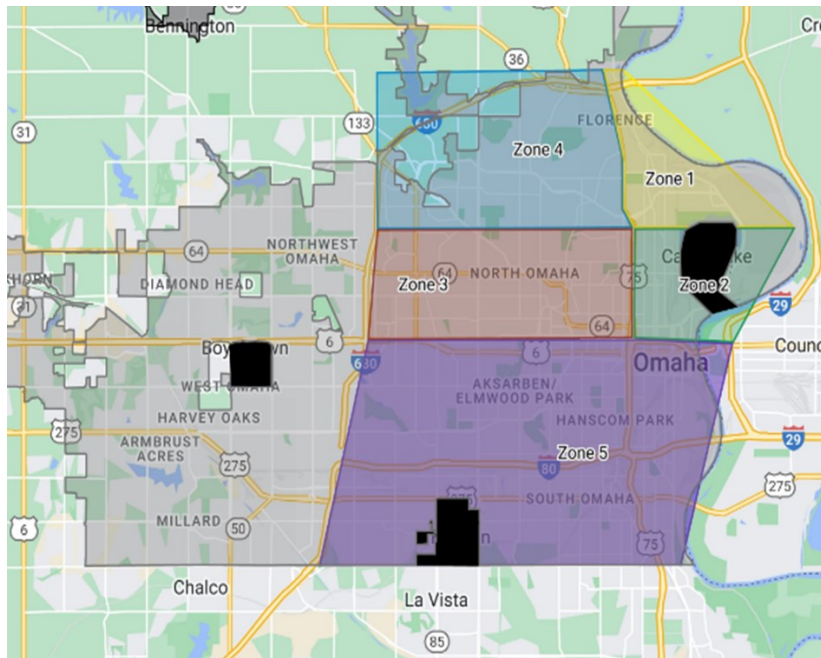
The Contractor must have in place the insurance coverage required by this agreement. The Contractor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Contractor shall provide OMLB with a Certificate of Insurance and/or copies of insurance policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to OMLB and licensed in the state of Nebraska. The Contractor is required to provide OMLB with copies of the insurance policies upon request.






The Contractor shall have in place the following insurance coverage:

Workers Compensation Employer's Liability	<p>The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Nebraska and shall require all subcontractors to do likewise with MINIMUM LIMITS OF:</p> <ul style="list-style-type: none"> • \$100,000 Each Accident • \$500,000 Disease-Policy limit • \$100,000 Disease-Each Employee
Automotive Liability	<p>The Contractor shall maintain in force automotive liability insurance covering owned, non-owned, and hired vehicles with MINIMUM LIMITS OF:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Occurrence - Combined Single Limits
Commercial General Liability	<p>The Contractor shall maintain in force Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with MINIMUM LIMITS OF:</p> <ul style="list-style-type: none"> • \$2,000,000 General Aggregate Personal and Advertising Injury • \$1,000,000 Products-Completed Operations • \$1,000,000 Each Occurrence (Bodily Injury & Property Damage) • \$1,000,000 Fire Damage any One Fire • \$50,000 Medical Expenses for any One Person • \$5,000_____
Property Insurance	<p>The Contractor shall be responsible for maintaining all property insurance on its own equipment and shall require all subcontractors to do likewise. The Contractor shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Contractor</p>

In no event shall any failure of OMLB to receive Certificates of Insurance required under the Contract or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

B. PROPERTIES TO BE SERVICED



- Zones
-  Zone 1
 -  Zone 2
 -  Zone 3
 -  Zone 4
 -  Zone 5

[View Map Online](#)

C. LAND BANK REFERENCE DOCUMENTS

1. Guidelines for Disposition
 - a. [Open Link](#)
2. Acquisition and Disposition Policies & Procedures
 - a. [Open Link](#)
3. Disposition Process
 - a. [Open Link](#)