

## **Lancaster ISD Terms and Conditions**

In submitting a Response, Broker understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders related to this RFQ between the firm and the district. exceptions and additions to the standard terms and conditions must be submitted with the proposal response, including a full explanation on the **Deviation/Compliance Form (See Required Forms)**, or as a separate attachment in the response.

### **Assignment**

The successful Broker may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor liability in the event of default by its assignee.

### **Indemnification**

The Lancaster ISD is a State political subdivision and a local government entity; therefore, it is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

### **Governing Laws and Venue**

This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be constructed, interpreted and applied in accordance with the and governed By and enforced under the laws of the State of Texas, and the party's here to agree that then you shall be in Dallas County, Texas.

### **Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas and each of the parties irrevocably submit to the exclusive jurisdiction of said court in any such Proceedings, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the preceding shall be heard and determined only in any such court, and agrees not to bring any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as the written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

### **Termination**

Lancaster ISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy search right of termination is in addition to and not in lieu of any other remedies which Lancaster ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or the demand specific performance.

Lancaster ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offer or "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Lancaster ISD may terminate the resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

### **Funding Out Clause**

Pursuant to Texas Local Government Code Sec. 27 1.903, any Proposal / Offer accepted by Lancaster ISD in all contracts to be provided approved are subject to the budgeting and appropriation of then currently available funds. See statutes for specifics or consult your legal counsel.

### **Ownership and Use of Documents**

All documents and materials particular to the Work prepared by Broker, ("Work Material"), are the property of the district and for its exclusive use and reuse at any time without further compensation without any restrictions.

Except for such Work Materials which is intended to be made public as a part of the project, Broker shall treat all such Work Materials as confidential, and Broker shall either use any such work materials or copies thereof on other work new or disclose such material or information to any other third-party without Districts prior written approval.

### **Conflict of Interest**

No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision related to this Agreement which affects his or her interest or the interest of any Corporation, partnership or Association in which he or she is directly or indirectly interested.

### **Felony Conviction Notice:**

Broker shall certify compliance with the Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, or agents of the Broker. Additionally, Broker must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The district May terminate this agreement if the district deems that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.