RFP 2526-06 Addendum No 1. Issued April 14, 2026

GENERAL: The following changes, additions or deletions for the above solicitation shall be made to the proposal/contract Documents; all other Conditions shall remain the same. Note: the additions, deletions or changes listed in this Addendum may affect more than the specific instance(s) mentioned. Coordination may be necessary to fully revise cases of duplicate information. The Addendum supersedes current conditions shown. This addendum forms a part of the proposal/contract documents and modifies them as follows:

11.0 EVALUATION CRITERIA

Evaluation Criteria

(1) Total Value of Offer – 60 points
(2) Contract Length – 10 points
(3) Financial Stability – 10 points
(4) Brand Alignment & Community Impact – 20 points

12.0 ADDITIONAL DOCUMENTS

Cover Sheet, References, Acknowledgements and Certifications

This form should serve as the cover to all responses; failure to sign may result in disqualification.

RFP 2526-06 MULTI-PURPOSE STADIUM NAMING SPONSORING RIGHTS

The undersigned authorized representative of the responding firm indicated below hereby acknowledges;

- They are authorized to respond on behalf of the responding company;
- They have carefully examined this document in its entirety;
- Any and all exceptions have been noted in writing in the response;
- The accuracy of all certifications which accompany this response;

Name of Company/:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	Fax:

REFERENCE SHEET

REFERENCE 1

School District/Company Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

REFERENCE 2

School District/Company Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

REFERENCE 3

School District/Company Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

VENDOR ACKNOWLEDGEMENTS AND NOTIFICATIONS

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract. THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

The vendor is to certify that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of my knowledge.

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

NON-COLLUSION STATEMENT

The Proposer affirms that they are duly authorized to execute this contract and that his or her company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and the contents of this proposal, as to prices or general terms and conditions, have not been communicated by Proposer nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

INDEMNIFICATION AND HOLD HARMLESS

Midlothian ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except a specifically provided by law or as ordered by a court of competent jurisdiction.

Except as otherwise expressly provided, respondent shall defend, indemnify and hold Midlothian ISD, ifs officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Midlothian ISD and the vendor.

CHOICE OF LAW

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, constructed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

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 Ellis County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding 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 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.

CONTRACT GOVERNANCE

Any contract made or entered into by the Midlothian ISD is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, Midlothian ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

REMEDIES AND ALTERNATIVE DISPUTE RESOLUTION

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the Midlothian ISD to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party.

Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Ellis County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State

of Texas.

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Ellis County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. MISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

Vendor affirms they have read all certifications and notifications as described in this section and agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted.

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	