

**Request for Proposals for
Field Naming Rights
for MGM Park**

RESPONSE DUE DATE: 10:00 AM (local time) , **March 22, 2017**

NOTICE OF REQUEST FOR PROPOSALS: Invitations are extended for responses using the attached format.

CONTACTS: Mike Leonard
City of Biloxi
140 Lameuse Street
Biloxi, Mississippi 39530
Telephone: (228) 435-6314
E-mail: mleonard@biloxi.ms.us

SCOPE OF REQUEST: The City of Biloxi, Mississippi (referred to herein as the "City") is seeking proposals for the opportunity to enter into a field name sponsorship agreement with respect to the field at MGM Park. You are invited to submit a proposal to the City, no later than **10:00 a.m., on March 22, 2017.**

The field name rights will include an agreement by Biloxi Baseball, LLC, the sub-lessee of MGM Park, and Overtime Sports Management Biloxi, LLC, which have rights to sponsor other sporting events at MGM Park, to provide reasonable promotion of the field name sponsor at their sponsored events at MGM Park, including all home Shuckers games and the 2017 Conference USA tournament, and further including at a minimum: (i) using reasonable efforts to include the sponsor field name in all written and oral references to the Stadium; (ii) displaying the sponsor logo in all of its written promotional material relating to the Stadium, including print, video, social media and other electronic media; (iii) using reasonable efforts to require game announcers and broadcasters to make reference to the field name at least four times per game; (iv) displaying the sponsor logo on the Secondary Video Board/ScoreBoard for 30 seconds at least six times per game; and (v) making ticket/suite packages available to sponsor on same or better terms as other sponsors. Notwithstanding the foregoing, Biloxi Baseball, LLC will not be required to reproduce any promotional materials already produced for the 2017 baseball season except at the expense of the field name sponsor.

PROPERLY COMPLETED RESPONSES WILL INCLUDE:

- a. Submission by 10:00 AM, local time, March 22, 2017, by sealed and labeled proposal (original and one copy) as set forth herein under Conditions;
- b. A signed and dated submission form;
- c. A certified check in the amount of the quote (will be returned if proposal is not accepted);
- d. List of any additional requested terms or conditions.

Contents of this Package:

- a. Request for Proposals
- b. Conditions
- c. Submission Form
- d. Field Naming Rights Term Sheet

Term: Not to exceed one year, with option to renew for additional one year periods, for a total of five years.

Field Naming Rights Agreement: The successful submitter (the "Purchaser") will enter into a Field Naming Rights Agreement with the City, Biloxi Baseball, LLC and Overtime Sports Management Biloxi, LLC, subject to approval of Beau Rivage Resorts, Inc.

Addendum: No addendum to these specifications will be issued prior to two (2) working days of the response due date unless such addendum also amends the response due date to no less than five (5) working days after the date of addendum.

Award Criteria: The City intends to award the field naming rights opportunity to the highest bid determined by the city after negotiating with the three highest submitters of bids that are responsive to this request for proposals. **No gaming business that is a competitor of Beau Rivage Resorts, Inc. will be entitled to submit a response.**

The City reserves the right to reject any and all responses with or without cause, to waive minor errors and inconsistencies, and to negotiate with any submitter upon terms that do not differ substantially from those set forth herein.

The City reserves the right to reject any and all responses that the City, in its sole and absolute discretion, determines to be for a field name not suitable for this facility.

Questions: Questions should be submitted via email to mleonard@biloxi.ms.us. The subject line should reference **Field Naming Rights**.

Conditions

- Cost of Preparing Response:** The cost of developing and submitting the response is entirely the responsibility of the firms submitting a response to this request for proposals. This includes, but is not limited to, costs to determine the nature of the engagement, preparation of the response, submitting the response, negotiating for the contract and other costs associated with this request for proposals.
- No Oral or Implied Contracts:** There shall be no oral or implied contracts relating to this request for proposals.
- Acceptance or Rejection:** The City reserves the right to select, accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; and to modify any criteria in this request for proposals.
- Open Records Act:** All responses become the property of the City. State statute requires all information contained in the responses become open for public review.
- Submission of Responses:** An original and one copy of the response must be received by the City on or before the time and date outlined above, in a sealed envelope marked "Proposal," addressed as follows:
- Mike Leonard
ATTN: Keith Stuart
City of Biloxi
Mayor's Office
Second Floor
140 Lameuse Street
Biloxi, Mississippi 39530
- Signature of Responses:** Each response shall give the complete mailing address of the submitter and be signed by an authorized representative with his or her name and legal title typed below the signature line.
- Modification/Withdrawal of Response:** There shall be no modification or withdrawal of the response after the response receipt date.
- Notice of Award:** The award will be announced on or before March 31, 2017. No response may be withdrawn until such award or rejection of all responses. Only the City is authorized to issue news releases relating to this request for proposals, its award and/or implementation of the field naming rights agreement.
- Prohibition of Gratuities:** Neither the successful submitter nor any person, firm or corporation employed by the successful submitter shall offer or give any gift, money or anything of value or any promise of future award or compensation to any of the City's officials, officers, directors, or employees at any time.
- Third Party Beneficiaries:** This request for proposals and resulting field naming rights agreement shall not be construed as providing an enforceable obligation to any third party.

No Liability:

The City shall have no liability and no obligation to any person nor shall it be compelled to enter into any field naming rights agreement or any other arrangement as a result of issuing this request for proposals.

Indemnification:

The submitter selected for entering the field naming rights agreement will be required to submit to the City proof of the submitter's right to use the name proposed for the field, and the field naming rights agreement shall require the submitter receiving the award of the field naming rights to indemnify the City from all claims and damages of any kind arising out of the use of field name and the field naming rights agreement, including, but not limited to, all rights to copyright and trademark and shall further indemnify the City for all expenses and attorneys fees incurred by the City for its defense of any such claims and damages.

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Submission Form

Annual Fee, due April 3, 2017: \$_____

List (or Attach) Additional Conditions (if any):

Submitter's Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Signature: _____

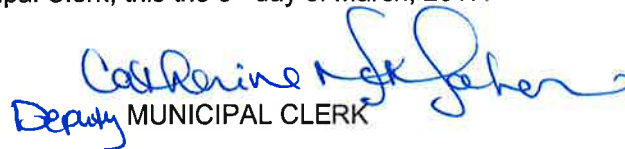
Title: _____

Field Naming Rights Term Sheet

1. 3 sponsor signs minimum (provided by sponsor) – two which are 34 feet x 22 inches high along first and third base lines; one which is 29 feet x 32 inches high under press box.
2. Sponsor logo (provided by sponsor) on every page of Shuckers website (or on header of webpages) as prominently as MGM Park logo
3. Shuckers to make reasonable efforts to use Sponsor field name in substantially all written and oral references to the ballpark.
4. Shuckers to use reasonable efforts to require 3rd parties with whom it has agreements (broadcasters, Overtime, etc.) to use the sponsor field name in substantially all written and oral references to the ballpark. Reasonable efforts will include including the requirement in all use agreements, but Shuckers will not be a guarantor of third party compliance.
5. Sponsor logo to be used by Shuckers in all written promotional material, including print, video, social and other electronic media where feasible (for example, may not be feasible to include logo on Twitter, but can include name of field with MGM Park in location on account page).
6. Shuckers broadcast advertising to refer to “[sponsor] field.”
7. Shuckers will cause game announcers to make reference to “[sponsor] field” before, during and after games, at least four times per game.
8. Sponsor to be prominently featured on second video board before, during and after games via at a minimum six 30-second static ads (not subject to advertisement revenue-sharing agreement).
9. Shuckers will make ticket/suite packages available to sponsor on same or better terms as other corporate sponsors. (Revenue allocable to that part of package will go to Shuckers, subject to City’s ticket surcharge.)

Notwithstanding these terms, the Shuckers will not be required to reproduce any written materials already produced for the 2017 baseball season, except at the request and the expense of the field name sponsor.

Published by order of the Municipal Clerk, this the 8th day of March, 2017.


Deputy MUNICIPAL CLERK

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Send Proof of Publication.