

**NOTICE TO PARTIES INTERESTED IN LEASING THE BROWN COUNTY GRANDSTANDS  
TO PROVIDE RACES OR OTHER ENTERTAINMENT**

Notice is hereby given that sealed proposals will be received in the Chambers of the Brown County Board of Commissioners at the Brown County Courthouse Annex, 25 Market Street, Suite 1, Aberdeen, South Dakota; until the hour of **8:45 A.M. on October 29, 2024**, at said time and place all bids will be publicly opened, read and considered by the Brown County Board of Commissioners for: Use of the Brown County Grandstand and adjacent areas located at the Brown County Fairgrounds, 400 24<sup>th</sup> Ave NW, Aberdeen, SD 57401.

The Brown County Commission will consider all proposals, including racetrack, concerts, or other forms of entertainment presented. Brown County will award the contract based on the following criteria: Revenue to Brown County, Ability to Compliment the Brown County Fair Dates and other Fairground Events, Bidder's Experience in Entertainment Option Proposed, and Perceived Community Support for Entertainment Option.

CONTRACT: Brown County will give notice to the successful bidder that the proposal has been accepted and said bidder shall within ten (10) days thereafter enter into a contract with Brown County. The Brown County Board of Commissioners reserve the right to accept or reject any or all bids that they deem to be in the best interest of Brown County, and to waive any informalities or irregularities therein. Brown County is exempt from all Federal Excise and State Sales Tax.

Copies of the specifications can be obtained at no charge and are on file at the following locations:

- Brown County Website: [Brown.SD.US](http://Brown.SD.US)
- Public Purchase Website: [publicpurchase.com](http://publicpurchase.com)

Also, on file at the following locations:

- Brown County Fair Office: 400 24<sup>th</sup> Ave. NW, Aberdeen, SD 57401 - Phone: 605-626-7116
- Brown County Auditor's Office: 25 Market Street, Ste. 1, Aberdeen, SD 57401 - Phone: 605-626-7110

ATTEST: Lynn Heupel, Brown County Auditor

Published twice at the total approximate cost of \$\_\_\_\_\_.

## **Request For Proposals To Operate the Brown County Fairground Grandstand in Aberdeen, South Dakota for up to Five Years (2025-2029)**

The Brown County Fairgrounds is seeking proposals for services related to grandstand premises for purposes of public entertainment during the summer months.

**Term of Lease:** This proposal is for a one-year contract. Proposals may include options for up to four additional one-year terms (2026, 2027, 2028 and 2029) and subject to the rights of termination negotiated between Brown County and the Lessee.

The contractual season runs from April 1 through September 30 each year. This shall exclude the period of time defined by county ordinance as "Fair Week" as well as the weekend just prior to Fair Week.

**Schedule Submitted:** Lessee must submit a calendar of events to the Brown County Commission not to exceed 25 days of events per year, by January 15th. Any event rained out may be rescheduled. Brown County reserves the right to lease the premises on dates not included on the initial calendar of scheduled events.

**Premises Defined:** The leased grandstand premises consists of the car racetrack, the grandstand, parking facilities adjacent to grandstand, ticket booth, grandstand restrooms, and north and east pit areas.

**Expenses:** Lessee will be responsible for the following expenses (including but not limited to): gas and electricity, metered infield hydrant, water and sewer for grandstand restrooms, garbage disposal at the Brown County Landfill. Note: Lessee has option of contracting with a licensed garbage carrier or transporting to the Landfill on own – use of Fairgrounds Dumpster Site is **NOT** an option.

A Surety Bond in the amount of one-half of the annual bid is due on June 1st of each year. In lieu of a Surety Bond, upon consent by Brown County, Lessee may furnish an IRREVOCABLE LETTER OF CREDIT from a Brown County FDIC member bank to insure payment to Brown County.

Lessee shall be responsible for returning the Grandstand Premises at the end of original contract or any and all options exercised to the County in the same condition as when lease first signed. Any damages or unreasonable wear and tear to any part the Premises, including fixtures, must be repaired at the sole expense of the Lessee, including but not limited to damage done to the Premises or its fixtures by Lessee, its employees, assigns, patrons, or invitees.

**Advertising:** Lessee may sell advertising on barriers in the infield (stage area wall and announcers stand only) and retain the advertising revenue; however said signs shall be removed during the Brown County Fair Week at Lessee expense. There will be no permanent advertising signs placed on the outside of the Grandstand. No permanent advertising will be placed on the fence either side of the ticket booth, other than those currently in place, which must remain in place.

Lessee will be responsible for:

- Cleaning the premises within 24 hours after each event, as well as cleaning and vacating premises within fourteen (14) days after conclusion of the season's last event.
- Providing adequate porta potties when necessary.
- Putting the Grandstand and restrooms into condition to be used for the Brown County Fair, which shall require removing all of the Lessees equipment on and off the track and replacement of any damage or broken property.
- Securing valid licenses prior to offering concessions or malt beverages.
- Submitting all state and local taxes, or special assessments, levies or other charges, or whatever nature, and whether ordinary or extraordinary in nature.
- Any necessary ambulance services and associated costs.
- Any necessary security services and associated costs.

Lessee shall make no changes, alterations, modifications, additions, or landscaping on the premises without express prior approval and written consent of Brown County, and any and all improvements made upon said premises shall become the property of Brown County.

Lessee shall not permit mechanics liens to be filed and agrees to hold Brown County harmless for any liens or encumbrances thereof.

Lessee shall be considered an independent contractor under the terms of lease agreement executed by Brown County.

Lessee shall not assign, sublet, subcontract, or transfer to any third party without the express written consent of Brown County and any attempt to do so shall constitute a breach of the lease agreement.

Lessee shall comply with all applicable State laws and Brown County ordinances, rules, or regulations during any term of this Lease, including but not limited to County rules and regulations concerning control of the fairgrounds.

At Lessee's expense, Lessee shall obtain and maintain in full force and effect during the term of the lease public liability insurance in a minimum amount of \$1,000,000.00 for liability insurance and property damage. Such coverage shall protect Brown County and Lessee from any and all liability associated with the operation of the Lessee for purposes herein. Lessee shall furnish the County a certificate of insurance prior to the commencement of any event for that year, naming Brown County as Additionally Insured. The Lessee shall hold and save harmless Brown County and the Brown County Commission in their public capacity and individually, from any and all liability with respect to the operation of the premises for any purposes that the premises are used for. County shall have the absolute right to terminate this lease or otherwise take action to stop all events arising from Lessee's failure to procure insurance required under this section and timely provide the County with proof thereof.

Lessee shall additionally maintain, at the Lessee's expense, policies of insurance in forms, amounts, types, and with companies reasonably required from time to time by the County, including without limitation the following:

- a. Worker's compensation and employer's liability insurance.
- b. All-risk and extended coverage casualty insurance.
- c. General comprehensive, public liability and property damage insurance.
- d. Comprehensive automobile liability insurance.
- e. Builder's all-risk insurance with fire and extended coverage.
- f. Rent interruption insurance.
- g. Liquor Liability Insurance.
- h. The Lessee agrees to name the County as an additional named insured on any of such policies.

The Lessee shall allow to the County the unfettered right of access to and use of the leased property at no cost to the County for purposes of performing its obligations and enforcing its rights hereunder.

The Lessee agrees to fully indemnify and hold the County and the property of the County, including the leased Premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from the Lessee's occupation and use of the leased Premises, including but not limited to any claim, liability, loss or damage arising by reason of the following:

- The death or injury of any person or persons, including the Lessee or any person who is an employee or agent of the Lessee, or the damage to or destruction of any property, including property owned by the Lessee or any person who is an employee or agent of the Lessee, and caused or allegedly caused by either the condition of said Premises, or some act of omission of

the Lessee or some agent, contractor, employee, or servant of the Lessee on the leased Premises.

- Any work performed on said Premises or materials furnished to said Premises at the request of the Lessee or any agent or employee of the Lessee; and
- The Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on the Lessee or the leased premises by any duly authorized governmental agency or political subdivision.

**Please provide the following information:**

- Description of activity or entertainment provided
- History and/or resume regarding experience in that field, along with a list of references if applicable
- Tentative schedule of events

**Brown County will award the contract based on the following criteria:**

- Revenue to Brown County.
- The specialized expertise, capabilities, and technical competence within industry provided.
- History and experience of entity providing proposal.
- Ability to compliment the Brown County Fair dates and other fairground events.

**Award Process**

- Brown County and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate specific terms, including compensation and performance schedule.
  - If Brown County and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Brown County, Brown County shall either orally or in writing, terminate negotiations with that contractor. Brown County may then negotiate with the next highest ranked contractor.
  - The negotiation process may continue through successive offerors, according to ranking until an agreement is reached or Brown County terminates the contracting process.

The County reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of Brown County.

The previous contract can be viewed upon request:

**Rent for 2025:**                    \$ \_\_\_\_\_

**Rent for 2026:**                    \$ \_\_\_\_\_

**Rent for 2027:**                    \$ \_\_\_\_\_

**Rent for 2028:**                    \$ \_\_\_\_\_

**Rent for 2029:**                    \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person's Name (Printed)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Contact's Signature

\_\_\_\_\_  
Phone Number(s)

\_\_\_\_\_  
Contact's E-mail