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400 24<sup>th</sup> Ave. NW  
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## RFP FOR OPERATION OF GRANDSTAND CONCESSIONS DURING THE BROWN COUNTY FAIR

**Purpose:** To operate the concessions at the Grandstand during scheduled Grandstand events and other times as stated in the conditions below during the Brown County Fair, traditionally Monday through Sunday during the second full week of August for 2023, 2024, & 2025.

**Definitions:** The Brown County Fair Board will be referred as the Board and Assigned contract bidder will be referred to as the bidder.

**Conditions:** The bidder will perform the following:

1. Furnish all necessary equipment to operate the Grandstand Concession.
2. Provide the personnel necessary to adequately serve the spectators at each Grandstand event. This item will be reviewed by the Board at the conclusion of the Fair to determine if adequate.
3. Provide personnel necessary to supervise the hawkers in the grandstand.
4. Must obtain a special alcoholic beverage license as defined under 35-4-125
5. Sell Beverages (alcoholic and non-alcoholic beverages) from authorized distributors as assigned by the Brown County Fair Board
  - a. Sell only beer, wine coolers and food
    - i. **NO BEER TO BE SOLD TO THE EXITING PUBLIC**
    - ii. **NO CANS OR BOTTLES ALLOWED ON TRACK AREA DURING CONCERT EVENTS.**
    - iii. **Must provide adequate personnel to ensure no alcohol exits the gates at the end of each night**
    - iv. **No more than (4) alcohol beverages may be served at one time to a single patron**
    - v. **Beer must be in plastic cups as required by artists for patron with access to the stage.**
  - b. Sell soft drinks from authorized local vendors, as assigned by the board each year.
  - c. Soft drink and beer signage may be posted in approved locations, and bidder must consult with the Fair for approval.
    - i. No signage/sponsorship opportunity exists for the bidder.
    - ii. Bidder may not post signage, banners, or materials for others that could be interpreted as sponsorship without the prior approval of the Board.
6. Provide service for the grandstand and two (2) beer tents outside of the grandstand.
7. Open the concessions a minimum of one (1) hour prior to schedule gates opening. If gates are open earlier bidder must abide by the rules for alcohol service as defined in 35-4-124
  - a. All sales will cease at the end of the event (end of the event to be determined by the announcer for non-concerts events and when the music stops for concert events)
8. Maintain the area under the Grandstand in suitable condition and all times, sweeping and mopping as necessary prior to noon of the succeeding day. Liquid wastes from the concession equipment will be disposed of into the sewer system or away from the Grandstand premises.
9. Vehicles will not be parked on the paved area on the east and south sides of the Grandstand. Delivery truck may be parked in the southeast corner under the Grandstand.
10. Keep adequate records to present to the Board showing gross receipts. Copies of invoices of purchased products as well as the return product receipts (from each distributor) will be furnished to the Board with the payment of commission to the Brown County Fair by September 30<sup>th</sup> of the calendar year
11. Will pay the Board the following commission on the gross receipts after payment of South Dakota State sales tax.
  - a. As rental payments, bidder shall pay the Board a minimum of eighty dollars (\$80) per keg of beer that is sold. Bidder shall pay the Board a minimum of seventeen dollars (\$17) for every case of malt beverage sold.



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- b. Bidder shall also pay the Board a minimum of the following commission on the gross sales receipts of all (excluding malt beverage) concessions after payment of SD State sales tax and tourism tax.
    - i. **15% - \$1.00 through \$10,000.00**
    - ii. **30% - \$10,001.00 and up**
  - c. Bidder will make payment to the Brown County Fair office by September 30<sup>th</sup> of the current year.
  - d. Bidders proposed payment \_\_\_\_\_ per keg, \_\_\_\_\_ per case, \_\_\_\_\_ Percentage \$1.00-\$10,000, \_\_\_\_\_ Percentage \$10,001.00 and up
12. Will provide adequate public liability insurance (\$1,000,000.00 minimum) covering workers and consumers with Brown County and the Board named as additional insured.
- a. Verification of such insurance to be furnished to the Brown County Auditor by August 1<sup>st</sup> of that year
    - i. Consumption of alcohol by volunteers and or servers before or during a shift is strictly prohibited.
    - ii. Volunteers and staff will use ticketing system defined by board for the volunteers
      - 1. Board may perform counts and balance against volunteers on-site.
    - iii. Volunteers and or staff whose shift has ended before the end of the event must show proof of non-volunteer event ticket before being allowed to remain inside of the facilities.
  - b. Failure to adhere to the above will immediately void the contract for future fairs/years.
13. Bidder will pay Grandstand electric bill for the duration of this contract.
14. No portion of this contract may be sub-leased, sub-let or assigned, without commission approval.

**The Board and the bidder will review the performance of this contract by the bidder at the end of each Brown County Fair and if found satisfactory to both parties, the bidder shall have the option to have the contract for the Brown County Fair for the next year's Fair. The contract shall be in place but shall not exceed (inclusive of options) the following years; 2023, 2024, & 2025 and will terminate on or before either September 30<sup>th</sup> 2025 or when payment is received for that calendar year if option is not exercised. The contract can be amended in writing upon 30 days after the fair with the mutual consent of both parties.**

\_\_\_\_\_  
Organization

By \_\_\_\_\_

Its \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_