

WYOMING STATE FAIR BOARD
REQUEST FOR PROPOSAL
NUMBER WSF-2026-01

WYOMING STATE FAIR ADULT BEVERAGE SALES

PROPOSAL DUE DATE AND TIME
MARCH 13th, 2026 – 2:00 P.M. MOUNTAIN TIME

WYOMING STATE FAIR BOARD
REPRESENTATIVE: Courtney Conkle
E-MAIL ADDRESS: Courtney.conkle@wyo.gov
TELEPHONE NUMBER: (307) 358-2398

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SECTION 1: REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

The Wyoming State Fair Board (Agency) will receive proposals for providing Fairtime Adult Beverage Sales FOR THE STATE OF WYOMING, Wyoming Department of Agriculture, Wyoming State Fair (Agency). Proposals must be mailed to P.O. Box 10, Douglas WY 82633, and emailed to courtney.conkle@wyo.gov. Proposals are due (received, not postmarked) no later than March 13rd, 2026, 2:00 p.m. Mountain Time.

1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the proposer.

1.2. Proposals received after the time and date specified will be rejected.

1.3. The Agency reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully executed.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

2.1. The proposer may withdraw its proposal via email up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer then fails to furnish the service agreed to in the proposal, that proposer may be eliminated from future consideration.

3. PREPARATION OF PROPOSALS:

3.1. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the Request for Proposal.

3.2. In case of error in the extension of prices in the proposal, unit prices will govern.

4. AWARD AND CONTRACT INFORMATION:

4.1. The Agency will ensure that minority owned business enterprises are afforded full opportunity to submit proposals. The Agency will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.

4.2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.

4.3. The proposer expressly warrants to the Agency that it has the ability and expertise to perform the contract if awarded. In doing so it shall use the highest standards of professional workmanship.

4.4. The Agency reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Agency to do so. The Agency will award the contract to the firm determined to have the most responsive and responsible proposal.

4.5. The successful proposer will be required to agree to and execute a formal contract with the

Agency containing terms required by the Attorney General with reasonable adjustments acceptable to the Agency.

- 4.6 If applicable, the Agency will negotiate payment terms based upon a schedule to be determined by the proposer and the Agency. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

DATED: 2.9.2026

SECTION 2: GENERAL PROVISIONS

1. INSURANCE:

- 1.1. The contract between the successful proposer and the Agency shall require the successful proposer to carry the following insurance policies.

Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

-
- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency, the State, and their agents and employees.

2. LAWS TO BE OBSERVED:

- 2.1 The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order or decree whether by itself or its employees.

3. ASSIGNMENT:

- 3.1 The proposal shall not be assigned to a third party by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.
- 3.2 The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the Agency's prior written authorization.

4. ACCOUNT REPRESENTATIVE:

- 4.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

5. EXTENSION AND AMENDMENT:

- 5.1 The proposer and the Agency covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the Agency, be extended one year at a time for a total contract period not to exceed three (3) years.

6. AUDIT AND ACCESS TO RECORDS:

- 6.1 The Agency or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

7. CONFLICT OF INTEREST:

- 7.1 The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.
- 7.2 The proposer must have no relation, either by blood or marriage to any managerial employee of the Agency in order to be eligible to bid.

8. NO FINDER'S FEE:

- 8.1 The proposer warrants that no finder's fee, employment agency fee, or other fee related to the proposal shall be paid.

9. SOVEREIGN IMMUNITY:

- 9.1 Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

10. INDEMNIFICATION:

- 10.1 The proposer shall release, indemnify, and hold harmless the State, the Agency, and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of the proposer's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's negligence or other tortious conduct.

11. APPLICABLE LAW/VENUE:

- 11.1 The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

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SECTION 3: SPECIAL PROVISIONS

PROPOSALS MUST BE SUBMITTED BY MAIL TO P.O. Box 10, Douglas WY, 82633, AND EMAILED TO COURTNY.CONKLE@WYO.GOV AND RECEIVED BY 2:00 p.m. MOUNTAIN TIME ON: MARCH 13th, 2026.

PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE REJECTED.

It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. § 16-4-201 through § 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it must include a statement justifying its basis for that belief.

1. STATE PARTIES:

- 1.1. This Request for Proposal is issued by the Wyoming State Fair Board (Agency).
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State." Generally, whenever this reference appears, the term "State" incorporates all state agencies that will be working on this project.
- 1.3. It should be understood that the Director of the Wyoming Department of Agriculture is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1. The General Manager of the Agency, Courtney Conkle, is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.
- 2.2. Written questions about the procurement process should be submitted by email to courtny.conkle@wyo.gov no later than 12pm on February 27th, 2026. Any questions received after the deadline may not be accepted or considered

RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:

2.3. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff regarding this RFP except at the email address in paragraph 2.2 of this section.

2.4. If a proposer violates this restriction, the Agency reserves the right to reject the proposal.

3. EFFECTIVE DATES OF PROPOSAL:

- 3.1. All terms, conditions, and costs quoted in the proposer's response will be binding on the proposer for 180 days from the effective date of the proposal.

4. ADVERTISING AWARD CONDITIONS:

- 4.1. A fully executed contract should be completed with the Agency before the successful proposer may advertise the award of the contract or the services being provided. The proposer should agree not to refer to awards in commercial advertising in a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

5. CONTRACT NEGOTIATIONS:

- 5.1. The Agency will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General's contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the Agency.
- 5.2. In the event the successful proposer fails to reach an agreement with the Agency, negotiations will be terminated, and at the Agency's sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the Agency determines that the RFP will be withdrawn or reissued. The Agency assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The Agency will not negotiate concurrently with more than one proposer for the same award.

6. BEGINNING WORK:

- 6.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The Agency will not pay for any work by the proposer before a contract is executed.

7. COPYRIGHT INFRINGEMENT:

- 7.1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer's expense.

8. COST OF PREPARING PROPOSALS:

- 8.1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer's responsibility. The Agency will not provide reimbursement for these costs.

9. RISKS AND LIABILITY:

- 9.1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

10. AMENDMENTS:

- 10.1. The Agency reserves the right to amend this Request for Proposal before the proposal submission date. Check the Wyoming State Fair website regularly to ensure that you are using the most recently amended version.

11. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 11.1. The proposer will be required to furnish proof of property damage and liability insurance

in the amount deemed necessary by the Agency for the project, if applicable.

- 11.2. Questions regarding the required insurance coverages and limits for this project should be submitted in writing in accordance with instructions outlined in the special provisions.

12. MISREPRESENTATION OF INFORMATION:

- 12.1. Misrepresentation of a proposer's status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the Agency and after consultation with the Wyoming Attorney General's Office, preclude the proposer from the selection process.

13. DISPOSITION OF PROPOSALS:

- 13.1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted.

14. LEGAL CONSIDERATIONS:

- 14.1. Proposers are presumed to know all requirements of the Request for Proposal and applicable law. Any proposal that fails to meet all requirements may, at the option of the Agency, be rejected without further consideration.

15. PROPOSER RELATIONSHIP WITH AGENCY:

- 15.1. Proposer staff will have an ongoing relationship with Agency staff that is based on trust, confidentiality, objectivity, and integrity. The successful proposer will operate at all times in the Agency's best interests and in a straightforward, trustworthy, and professional manner. The successful proposer shall:
 - 15.1.1. Work cooperatively with the Agency's staff and business partners whenever required.
 - 15.1.2. Work cooperatively with the staff of other proposers whenever required.
 - 15.1.3. Represent the Wyoming State Fair in a positive manner at all times.

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SECTION 4: KEY DATES

The following schedule of events is subject to change at the sole discretion of the Agency.

Event Description	Date	Time
RFP Released	2/13/26	N/A
Closing Date for Questions	2/27/26	12:00 P.M. MT
Proposal Submission Due Date	3/13/26	2:00 P.M. MT
Tentative Contract Award Date	3/20/26	N/A
Tentative Work Begins Date	4/1/26	N/A

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SECTION 5: SCOPE OF WORK

DESCRIPTION:

The Contractor will have exclusive rights to the sale of alcoholic beverages, during the annual Wyoming State Fair.

DUTIES/RESPONSIBILITIES/SERVICES:

- A. **Operations and Management:** The Contractor will work with the Agency's General Manager to determine the number of and location of service areas within the fairgrounds. The Agency will have the right to grant final approval of the number, location, and hours of service areas, that will then be submitted for approval to the City of Douglas for permitting. The Contractor will be responsible for the set-up, tear-down and management of each location including preventing unauthorized access to the beverages at all locations.
- B. **Equipment:** The Contractor is responsible for providing, at their sole expense, all items necessary to provide onsite sale of alcohol. The selected Contractor shall be responsible for the items' upkeep, maintenance, repairs and replacement. All items purchased by the Contractor shall remain the property of the Contractor. The contractor is responsible for the setup, tear down and clean-up of all equipment used and shall remove said equipment from the event grounds within 48 hours of the conclusion of the Wyoming State Fair.
Possible equipment includes:
- i. POS systems
 - ii. Tents or canopies
 - iii. Tables and chairs
 - iv. Coolers or troughs for beverage sales
 - v. Bars or beverage stands
 - vi. Golf carts or mode to transport product from parking lot to the beverage station
- C. **Furnishings:** The Contractor is responsible for providing all furnishings unless otherwise negotiated before the annual Wyoming State Fair. Examples include custom event cups or sponsored product.
- i. Utensils.
 - ii. Beverage serving ware.
- D. **Signage:** All prices shall be prominently posted at each serving location. The Contractor is responsible for all signage and shall incur any associated signage expenses.
- E. **Employees:** Contractor is responsible for providing the necessary trained staff and personnel for each location at the Wyoming State Fair. All staff will be required to wear a uniform and or credential for identification purposes. Apparel and personal cleanliness shall be suitable and in keeping with the atmosphere associated with the proposed operation.
- F. **Sales Items:** The contractor will be the exclusive seller of alcohol at the Wyoming State Fair. List of brands sold, and prices are to be negotiated. Prices and brands should reflect market trends and should be comparable to similar events. The vendor is solely responsible for the delivery and handling of alcoholic beverages. Glass containers are not permitted.

- G. **Receipts, Reports and Payment:** Contractor is responsible for maintaining a system of tracking sales electronically from a Point Of Sales system. Contractor shall provide the Agency's General Manager, immediately following the event close nightly, the statements showing gross sales and reports including the number of units of each item sold at each designated location and for what cost. The contractor shall provide to the Agency the percentage payment in full within 30 days of the conclusion of the annual Wyoming State Fair.
- H. **Permits:** The contractor is responsible for securing all licensing and permits to ensure all sales and product conform to local, state and federal codes and requirements. The contractor shall maintain current knowledge of the City of Douglas ordinances regarding the sale of alcohol.

WYOMING STATE FAIR BOARD PROVIDED SERVICES:

The Agency will provide the following equipment and services for the annual Wyoming State Fair to the selected contractor.

- a. Utilities – The Agency will provide power to beverage stations for cash registers and lights, if needed by vendor.
- b. Dumpster – The Agency shall provide and service a dumpster(s), which shall be available for use by the selected contractor for trash generated solely by the operation for the annual Wyoming State Fair.
- c. Trash cans – The Agency will provide and place trash receptacles adjacent to the sales counters. The Agency will ensure that these cans are dumped as necessary.

EVALUATION CRITERIA:

1. Proposals will be evaluated and subsequent judgments will be made on the following criteria and relative weights. Proposer is to be sure to include adequate documentation relating to each of the following criteria:

	POINT RANGE
· Experience at State Fairs or similar events (Submit 3 event names or companies for proof of experience including proof of gross sales exceeding \$30,000 per event)	0 – 40
· Cost proposal (minimum and percentage)	0 – 10
· Qualifications of personnel and references (Submit 3 reference letters from current event managers or fair managers), no letters dated prior to 2023	0 – 20
· Proposed compliance plan. Submit a written plan detailing how your organization would ensure the safe and responsible consumption of alcohol at the Wyoming State Fair.	0 – 20
· Slide Presentation deck outlining experience, qualifications, and vision for the future of alcohol sales at the Wyoming State Fair (*Note* you will not be presenting this in person)	0 – 20
· Experience at Wyoming Events	0-5
Total Maximum Possible Points	115

The Agency will be the sole judge with respect to the evaluation of proposals. The proposal which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily

maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points. After each criterion is evaluated, the contractor with the highest number of points will be awarded the contract.

_____All awards contingent upon verification of Resident Number (if applicable)
(Resident #)

Please contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

SECTION 6: EVALUATION METHODOLOGY

1. OVERVIEW:

1.1. Evaluation committees: The Agency will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee will be made up of members representing the Agency. The evaluation committee will review and score all proposals independently and consolidate the scores in order to determine award.

2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

2.1 To be considered responsive, a submitted proposal must meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that the Contractor agrees to perform all responsibilities within the RFP.

3. COST ANALYSIS:

3.1 The Agency reserves the right to conduct a cost analysis of the proposer's budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points.

4. FINAL RANKING OF PROPOSALS:

4.1. The Agency will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The Agency reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the Agency to do so.

5. PAYMENT TERMS (IF APPLICABLE):

5.1 The Agency will negotiate payment terms based upon a schedule to be determined by the proposer and the Agency. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

6. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP (IF APPLICABLE):

6.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

SECTION 7: PROPOSAL PRICE SHEET

The undersigned agrees to provide Adult Beverage Sales to the Agency in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number WSF-2026-01.

The undersigned agrees to pay the Agency the following:

ANNUAL MINIMUM GUARANTEE (PAID TO THE WYOMING STATE FAIR)
(MINIMUM \$7,500) LUMP SUM PRICE

(Written in Words and Number)

THE SUCCESSFUL PROPOSER SHALL:

Pay the Agency ___% (minimum of 25%) of all gross revenues exceeding the first \$30,000 of sales. The \$7,500 is owed for each year that the successful proposer is under contract to the Agency in the event that the successful proposer does not meet their \$30,000 gross amount.

1. BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Rates in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5 Proposer understands that they will receive 75% of gross revenue, and that they are the responsible party for any and all expenses incurred, including, but not limited to product costs, supplies, staffing, alcohol, etc.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

Email Address _____ FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

VENDOR VERIFICATION

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to fines or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)