



**NOTHING MORE
NEBRASKAN.**

NEBRASKA STATE FAIR
REQUEST FOR PROPOSAL

FOR

Soft Drink Beverage Provider
2025 - 2027

Issued by:
Nebraska State Fair
PO Box 1387
Grand Island, NE 68802

November 4, 2024

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Section 1. RFP Timeline

The Request for Proposal timeline is as follows:

	Date
Request for Proposal Posting Date:	October 29, 2024
Q&A Session for Potential Bottlers:	November 21, 2024, at 3 PM Central Time
Request for Proposal Due Date:	December 6, 2024
Meetings with Potential Candidates as Needed:	December 9, 2024 – December 13, 2024
Award:	January 10, 2025

Zoom Link for Q&A Session:

<https://us04web.zoom.us/j/75663261647?pwd=1Wi0GdrI2GX3joOGbuF50tkgeMKd6H.1>

Meeting ID: 756 6326 1647

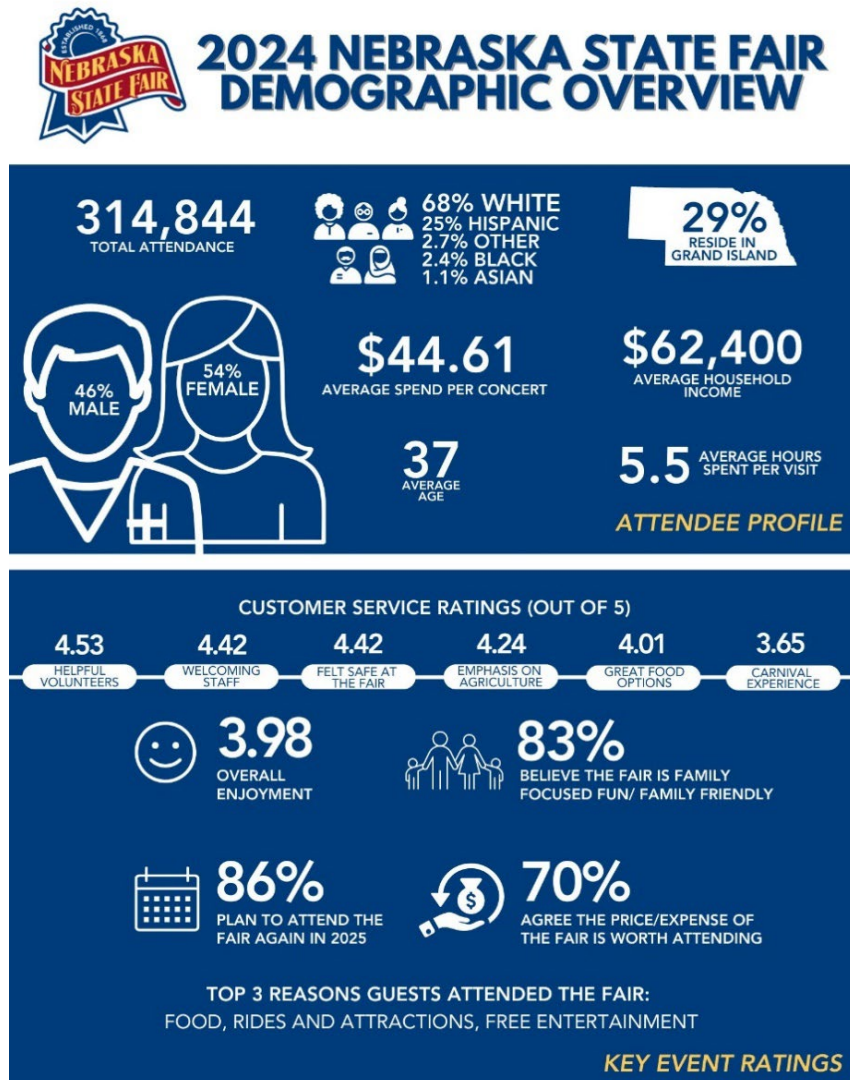
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Section 2. Introduction and Background

The Nebraska State Fair and Aksarben Stock Show invite qualified vendors to submit proposals for the exclusive right to sell soft drinks, water, and other non-alcoholic beverages during both events, beginning with the 2025 Nebraska State Fair and ending with the 2027 Aksarben Stock Show. As two of the Midwest's premier events, attracting hundreds of thousands of visitors annually, we are seeking a beverage partner to provide a diverse selection of high-quality, competitively priced drinks. The awarded vendor will receive a three-year service contract and the opportunity to collaborate with our teams on branding and promotions to ensure an exceptional guest experience.

About Nebraska State Fair: The Nebraska State Fair, entering its 156th year in 2025, is an annual event held at Fonner Park in Grand Island, Nebraska each August. The regional event is the largest in Nebraska, drawing over 300,000 patrons over its 11-day span. The Nebraska State Fair brings people of all ages, residing all across the State of Nebraska and beyond, for a celebration of tradition, agriculture, entertainment, education, and so much more.

Demographics:



Section 3. Instructions

- I. Review the RFP carefully.
- II. RFP questions should be directed by e-mail to Keaton Irwin at kirwin@statefair.org.
- III. Interpretations, corrections, revisions, and amendments to this request for proposal shall be issued to all RFP recipients in the form of a written addenda.
- IV. Proposals are due by hand delivery, mail, or e-mail no later than November 22, 2024, at 5:00 PM to:

Physical Address:
501 E Fonner Park Road, Suite #200
Grand Island, NE 68801
E-Mail: kirwin@statefair.org

Mailing Address:
PO Box 1387
Grand Island, NE 68802

Section 4. Overall Scope

- I. **Terms:** The contract will become effective January 10, 2025, through September 26, 2027.
- II. **Sponsorship Support:** Bottler support of the Fair and Stock Show, via Sponsorship is suggested. Sponsorship levels apply and may include branding of an area, a stage, an entertainment act, or other assets during the annual State Fair and include signage for display at the annual Aksarben Stock Show.
- III. **Option for Exclusivity:** The Nebraska State Fair may grant the awarded bottler **exclusive rights** to sell, distribute, or sample soft drinks, water, and other non-alcoholic beverages across all concession and refreshment locations during the State Fair. In instance of exclusivity, the Nebraska State Fair and its concessionaires will purchase all beverage requirements exclusively from the bottler, ensuring that only the bottler's products are available. At a minimum, each location will offer Cola and Diet Cola. In addition, the bottler would be recognized as the "official soft drink" of the Nebraska State Fair in marketing and signage and will provide branded dispensing equipment, including kiosks or mobile carts, at no cost to the Nebraska State Fair. The bottler would install, maintain, and service all equipment during the fair both the vendors and for Fair Beverage Department, ensuring timely and efficient product delivery to concessionaires. The Nebraska State Fair will provide exclusive pouring rights in buildings 100% controlled by the Nebraska State Fair, while entertainer contracts or non-fair events may have separate sponsorship agreements. Proposals should include a detailed list of all proposed products.
- IV. **Other Promoters:** Any other promoters facilitating business with the Nebraska State Fair, including Fonner Park and its partners, the Heartland Events Center or the Grand Island Livestock Complex Authority and its partners, shall not be bound by any agreement made as the result of this request for proposal.
- V. **Agreements Made:** The Nebraska State Fair may accept a proposal as written by issuing a written agreement with the selected bottler. This agreement will be signed by both parties.
- VI. **Exceptions:** Any exceptions to any piece of this RFP shall be noted on the Proposal Addendum, Attachment A, and submitted.
- VII. **Contracts:** To be executed between the Nebraska State Fair and the bottler. All contracts shall be carried out by the Nebraska State Fair Sales Director or Executive Director.
- VIII. **Onsite:** This contract will require the bottler to have onsite representatives, equipment, products, and labor for the duration of the Nebraska State Fair.

Section 5. Conditions

- I. **Laws:** Terms and provisions of this solicitation and any agreement resulting from this shall follow any governing law applicable to this process. Any litigation or action in connection with this proposal and subsequent award shall be instituted in the appropriate Nebraska courts.
- II. **Assignment:** Any contract resulting from this solicitation may not be assigned, transferred, or delegated as a whole or in part by the bottler, without the prior written consent of the Nebraska State Fair.
- III. **Termination:** The Nebraska State Fair may terminate any agreement made as a result of this process at any time that the bottler fails to carry out the provisions under the agreed-upon terms including, but not limited to:
 - a. The actions of its employees while they are on the grounds at the Nebraska State Fair. The employees shall at all times comply with the applicable laws, ordinances, and regulations of local, state, and federal agencies, along with all regulations, policies, and procedures of the Nebraska State Fair.
 - b. The bottler certifies and agrees that, with respect to its staff and employees who will participate in the performance of this Agreement, the bottler shall maintain a workplace free of drugs and alcohol during the term of this contract.
- IV. **Indemnification:** The Nebraska State Fair hereby agrees to indemnify and hold harmless the *Awardee* from and against any loss, damage, or expense associated with a claim arising out of the negligence of the Nebraska State Fair. The *Awardee* hereby agrees to indemnify and hold harmless the Nebraska State Fair for any loss, damage, or expense associated with a claim arising out of the negligence of the *Awardee*.
- V. **Insurance:** The Nebraska State Fair shall maintain comprehensive general liability insurance in the amount of no less than One Million Dollars per occurrence from an A- or better-rated carrier. This policy shall name the *Awardee* and their agents, representatives, and directors as additional insured as it pertains to the negligence of the Nebraska State Fair. *Awardees* shall maintain comprehensive general liability insurance in the amount of no less than One Million Dollars per occurrence from an A- or better-rated carrier. This policy shall name the Nebraska State Fair, and their agents, representatives, and directors as stated in Addendum B as additional insured as it pertains to the negligence of the *Awardee*.
- VI. **Retention of Rights:** The *Awardee* shall not have any rights to use the name, logos, trademarks, or copyrights of the Nebraska State Fair outside of the purposes of promotion related to the Nebraska State Fair, without written permission.
 - a. The Nebraska State Fair reserves the right to not award this offer to any vendor based on any reason.

Section 6. Marketing

- I. **Sponsor Level Promotion:** The Nebraska State Fair will provide all or a combination of the following benefits to the awarded bottler.
 - a. **Signage:** The successful bottler will have exclusive beverage signage rights in the concession and bar areas. Number and locations to be mutually agreed upon by the awardee, the concessionaire, and the Nebraska State Fair.
 - b. **Official Daily Schedule of Events:** The successful bottler logo will appear in the Official Gate Book, Daily Schedules, and the Nebraska State Fair Website with an included link to the provider's site.
 - c. **P.A. Announcements:** The successful bottler will be recognized with grounds-wide P.A.
 - d. **Video Screen Recognition:** The Nebraska State Fair features large video screens throughout the fairgrounds. The successful bottler will be recognized on these video screens through the run of the Nebraska State Fair.

- e. **Social Media:** The awarded bottler will receive one (1) social media post throughout the year.
 - f. **Tickets/Credentials:** The awarded bottler will receive a total allotment of 20% of their total investment/sponsorship for tickets.
- II. **Total Exclusivity:** The Nebraska State Fair will provide the successful bottler with exclusive service of all bars, concessions-permanent, and temporary- exclusive pouring rights year rounds at all Nebraska State Fair Contracted concessions*.

Section 7. Proposal

I. General Information

- a. List the following:
 - i. Company Name
 - ii. Contact info for Bottler:
 - Physical Address
 - City, State, Zip
 - Phone
 - Email
 - Contact Name of Person Responsible for this RFP
 - Title
 - Phone
 - Email
- b. Provide a Letter of interest
- c. Provide a complete profile of your company
- d. Describe three (3) examples of your company's past successes with other clients.
- e. Describe an example of a difficult challenge your company overcame and how you rectified the issue.
- f. Provide three (3) references from clients from your CURRENT book of business. At least one (1) must be a Fair or large-scale event.

II. Scope

- a. Provide your approach to on-site full-service support (assistance to our concessionaires, staff, etc. when necessary)
- b. Describe how you interact with clients throughout the course of the year, including communications, bottler reporting, feedback, face-to-face meeting time, etc.
- c. Describe any reports you typically produce for a client.
- d. The final contract will not supersede any local or national contract in which Grandstand Entertainment has secured or individual Entertainer's requests.
- e. The Nebraska State Fair will reserve the right to accept or decline any or all parts of the proposal.
 - i. Additional proposals may be provided for an alternative product mix

III. Bid

- a. All proposals should include a detailed list of the proposed products, soft drinks, water, and non-alcoholic beverages.
- b. All proposals submitted by the bottler for this work shall become the property of the Nebraska State Fair. Neither the Nebraska State Fair nor the bottler shall disclose the contents of any proposal to the other parties before the announcement of the award.

* Year-round does not include events or activities scheduled on the Fonner Park Campus that are not operated by the Nebraska State Fair.

- c. All proposals must remain valid for a period of ninety (90) calendar days. The Nebraska State Fair reserves the right to reject any or all submissions or to award the contract to a bidder other than the lowest.
- d. Please reflect on the opportunity of retaining the agreement for three (3) consecutive years and provide commentary.
- e. List any other fees or changes in Addendum A.

IV. Pricing

- a. Prices offered to concessionaires for all soft drink products including syrups, carbonated water, prepackaged products, cups, and lids must be included within the proposal.
- b. An annual percentage price increase cap must be included with the bid proposal (for all products).
- c. As part of this proposal, certain amounts of products will be included for the Nebraska State Fair at no charge. This amount may vary from year to year, but in no circumstance shall it increase by more than 10% annually. The baseline amount of products in dollars to be provided to NSF for each year of this agreement will be \$13,500.00. These products may include any beverages covered in the agreement.
- d. The rights described herein; the Nebraska State Fair would look for a minimum of forty-five thousand dollars (\$45,000) a year for the term of this agreement.

Section 8. Evaluation of Proposal

- I. An evaluation of all proposals shall be performed by Nebraska State Fair officials. Evaluation shall be based on, but not limited to, the following criteria in no particular order or weight. Bottlers with previous Fair experience will be scored accordingly.
 - Complete bid
 - Overall pricing offered to concessionaires, including annual percentage increase
 - Onsite service
 - Off-season communication approach
 - Reporting functions
 - Sponsorship/Investment amount
- II. Evaluation committee shall consist of:
 - Jaime Parr, Executive Director
 - Keaton Irwin, Sales Director
 - Courtney Glock, Marketing Director
 - Nichole Stoltenberg, Sponsorship Director

Section 9. Certification

Include this form with your proposal

Name of Company: _____

Physical Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Contact Name of Person Responsible for RFP: _____

Title: _____

Phone: _____

Email: _____

Manager Name (If different from above): _____

The bottler representative hereby certifies by signing below that this proposal, submitted to the Nebraska State Fair, is deemed to be in accordance with all information contained and referred to in this request for proposal is genuine, and is made under no false pretenses.

Print Name

Signature

Date

Proposal Addendum- Attachment B

INSURANCE

Talent Buyers submitting a proposal are required to make evident certificates of the following minimum coverage. Such certificates shall be included with the proposal:

- Workers Compensation Insurance meeting the statutory requirements of the State of Nebraska.
- Employers' Liability Insurance providing limits of liability in the following amounts:
 - a. Bodily injury by accident: \$100,000 each accident
 - b. Bodily injury by disease: \$500,000 policy limit
 - c. Bodily injury by disease: \$100,000 each employee
- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
 - a. General aggregate: \$2,000,000
 - b. Product/completed operations aggregate \$2,000,000
 - c. Personal and advertising injury liability \$1,000,000
 - d. Per occurrence \$1,000,000
 - e. Fire legal liability \$50,000
 - f. Automobile \$1,000,000

If the Awardee does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the Awardee.

Nebraska State Fair Board, Fonner Park Exposition and Events Center, The Hall County Livestock Improvement Association, and the City of Grand Island shall be listed as additional insured at no cost to the Nebraska State Fair.

LIABILITY

The Awardee agrees to hold Nebraska State Fair Board (legal entities, employees, board members, and thereof) harmless from any liability, cost, or expense in connection with or growing out of any claim whatsoever for injury, loss or damage to person and/or property at activities involved with this agreement in or upon the Fonner Park/Nebraska State Fair premises, its facilities and appurtenances OR upon the hotel premises, facilities and appurtenances including any transportation of persons, property or items in any way related to Nebraska State Fair.

I acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

Print Name

Signature

Date