



NEBRASKA STATE FAIR
REQUEST FOR PROPOSAL
2023-2025 Official Equine Photographer

REQUEST FOR PROPOSAL

Official Equine Photographer – NEBRASKA STATE FAIR

Nebraska State Fair (NSF) is seeking a qualified Equine Photographer to provide labor, photo equipment and place for exhibitors to purchase photos for the Nebraska State Fair.

About the Nebraska State Fair: The Nebraska State Fair, entering its 154th year in 2023, is an event held at Fonner Park in Grand Island, Nebraska. The regional event is a well-attended with having multiple equine shows and events for the 11 day duration of the Fair drawing exhibitors from multiple states to compete for competitive cash prizes and bragging rights.

1.0 INSTRUCTIONS

- 1.1 Review the RFP carefully.
- 1.2 RFP questions should be directed by e-mail to Amy Kelley at akelley@statefair.org
- 1.3 Interpretations, corrections, revisions and amendments to this request for proposal shall be issued to all RFP recipients in the form of written addenda.
- 1.4 Proposals are due by hand delivery, mail or e-mail by January 31st, 2023 at 5 PM to:

Amy Kelley

Physical Address:

501 East Fonner Park Road, #200

Grand Island, NE 68801

Phone: 308.384.0624

Akelley@statefair.org

Mailing Address:

PO Box 1387

Grand Island, NE 68802

2.0 OVERALL SCOPE

- 2.1 **Term:** The contract will become effective upon signing through the conclusion of the 2025 Nebraska State Fair.
- 2.2 **Other Agencies:** Any other agency facilitating business with NSF, including Fonner Park and its partners, Aksarben Stock Show, 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.
- 2.3 **Agreements Made:** NSF may accept a proposal as written by issuing a written Agreement with the selected production agency. This agreement will be signed by both parties.
- 2.4 **Exceptions:** Any exceptions to any piece of this RFP shall be noted on the Proposal Addendum, Attachment A, and submitted.
- 2.5 **Contracts:** To be executed between NSF and Photography Agency. All contracts shall be executed by the NSF Livestock and Equine Manager.
- 2.6 **Responsible Parties:** NSF final decisions on all Livestock Photography decisions will remain with the Livestock/Equine Manager, Agriculture Director and in cooperation with the Executive Director and upon consultation with Photography Agency.
- 2.7 **Onsite:** This contract will require the chosen agency to have an onsite lead.

3.0 CONDITIONS

- 3.1 **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 actions in connection with this proposal and subsequent award shall be instituted in the appropriate Nebraska courts.
- 3.2 **Assignment:** Any contract resulting from this solicitation may not be assigned, transferred, or delegated in whole or in part by the photographer, without the prior written consent of NSF.
- 3.3 **Termination:** NSF may terminate any agreement made as a result of this process at any time that the agency fails to carry out the provisions under the agreed-upon terms.
- 3.3.1 Upon termination, NSF shall provide written notice within 10 days of termination. Any monies owed to NSF shall be due within 30 days of written notice, and vice versa.
- 3.4 **Indemnification:** NSF hereby agrees to indemnify and hold harmless *Awardee*, as well as their agents, representatives and directors from and against any loss, damage or expense associated with a claim arising out of the negligence of NSF. *Awardee* hereby agrees to indemnify and hold harmless NSF for any loss, damage or expense associated with a claim arising out of the negligence of the *Awardee*. The attached Proposal Addendum – Attachment B details the specific requirements.
- 3.5 **Retention of Rights:** The Awardee shall not have any rights to use the name, logos, trademarks or copyrights of NSF outside of the purposes of promotion related to NSF, without written permission.
- 3.5.1 NSF reserves the right to not award this offer to any photography agency based on any reason.

4.0 SCOPE OF WORK

- 4.1 Agency will provide NSF with staff, equipment, and services for taking Equine photos.
- 4.2 Agency shall provide a website to offer photos for Exhibitors to purchase in a timely manner
- 4.2.1 Provide digital copy at the end of each day of events determined by both parties.
- 4.2.2 Photos will consist of Backdrop, in ring and hot shot photos inside barn areas.
- 4.3 Agency shall provide photos at no cost to the Nebraska State fair for promotional purposes only.
- 4.4 Agency shall provide social media coverage of the event on multiple popular platforms.
- 4.5 Agency will assist NSF with submitting results to trade publications.
- 4.6 Agency will be responsible for travel for their staff. NSF will cooperate with making lodging arrangements.
- 4.7 Meals within a reasonable allotment will be provided to labor for the duration of the equine shows.
- 4.8 Nebraska State Fair will provide a room to set up equipment and operate out of.
- 4.9 Nebraska State Fair will provide an official photo backdrop for use during the Nebraska State Fair. Included will be curtains, shavings, table and chairs at each site.

5.0 PROPOSAL

5.1 General Information:

Nebraska State Fair, PO Box 1387, Grand Island, NE 68802 p) 308.382.1620

- 5.1.1 List the following:
 - Company Name
 - Contact Info for Agency:
 - Physical Address
 - City, State, Zip
 - Phone
 - Email
 - Contact Name of Person Responsible for this RFP
 - Title
 - Phone
 - Email

5.1.2 Provide a list of similar clients.

5.1.3 Provide a minimum of three (3) references. Listed references may be called upon as reference/verification of services.

5.2 Complete Bid

5.2.1 Bid should include pricing and/or exchange of services for Equine shows and events being held over 11 days.

6.0 EVALUATION OF PROPOSAL

6.1 Evaluation of all proposals shall be performed by NSF Officials. Evaluation shall be based on, but not limited to, the following criteria in no order or weight:

- Complete Bid
- Proven Ability & Experience
- Total Package Price

7.0 TIMELINE

Proposals Due	January 31 st , 2023, at 5 PM
Award	February 15 th , 2023

The Agency representative hereby certifies by signing below that this proposal is genuine and is made under no false pretenses.

Print Name	Signature	Date

PROPOSAL ADDENDUM – ATTACHMENT B

LIABILITY

NSF will use diligence to ensure the safety of equipment after their arrival and placement, but in no event will NSF be responsible for any loss or damage that may occur. NSF will assume no liability for injury to property or person or death of any person or persons on or about the premises. NSF will not be responsible for any damage equipment caused by thefts, wind, hail, fire or water or any cause whatsoever. Awardee covenants and agrees to defend at its own expense, indemnify and save harmless NSF from any and all liability penalties, damages, costs, expense, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whatsoever, occasioned by or growing out of or in any way connected with the occupation or the use of the leased premises or the activities associated therewith.

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

Print Name

Signature

Date