



**STATE OF TENNESSEE  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

**REQUEST FOR INFORMATION (RFI)  
FOR  
MARKETING SERVICES**

**RFI # 33006-20824**

**August 2, 2024**

**1. STATEMENT OF PURPOSE:**

The State of Tennessee, Department of Economic and Community Development issues this Request for Information ("RFI") for the purpose of collecting additional information regarding potential marketing services to be procured and utilized by the State. We appreciate your input and participation in this process.

**2. BACKGROUND:**

The State of Tennessee, Department of Economic and Community Development (TNECD) is exploring whether to procure a vendor to assist with the agency's new brand and identity development, marketing strategy, media, advertising and marketing campaigns, new website development, website maintenance, and video and photo asset creation and organization. Before moving forward in the procurement process, TNECD is collecting additional information regarding industry customs and standards regarding the performance of such services.

**3. COMMUNICATIONS:**

3.1. Please submit your response to this RFI to:

Brice Rochelle  
Senior Associate Counsel  
State of Tennessee, Department of Economic and Community Development  
Brice.J.Rochelle@tn.gov

3.2. Please feel free to contact the Department of Economic and Community Development with any questions regarding this RFI. The main point of contact will be:

Brice Rochelle  
Senior Associate Counsel  
State of Tennessee, Department of Economic and Community Development  
Brice.J.Rochelle@tn.gov

(615) 946-0642

3.3. Please reference RFI # **33006-20824** with all communications to this RFI.

**4. RFI SCHEDULE OF EVENTS:**

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFI Issued		August 2, 2024
2.	RFI Response Deadline	4:00PM	August 16, 2024

**5. GENERAL INFORMATION:**

5.1. Please note that responding to this RFI is not a prerequisite for responding to any future solicitations related to this project and a response to this RFI will not create any contract rights. Responses to this RFI will become property of the State.

5.2. The information gathered during this RFI is part of an ongoing procurement. In order to prevent an unfair advantage among potential respondents, the RFI responses will not be available until after the completion of evaluation of any responses, proposals, or bids resulting from a Request for Qualifications, Request for Proposals, Invitation to Bid or other procurement method. In the event that the state chooses not to go further in the procurement process and responses are never evaluated, the responses to the procurement including the responses to the RFI, will be considered confidential by the State.

5.3. The State will not pay for any costs associated with responding to this RFI.

**6. INFORMATIONAL FORMS:**

The State is requesting the following information from all interested parties. Please fill out the following forms:

RFI #33006-20824

**TECHNICAL INFORMATIONAL FORM**

**1. RESPONDENT LEGAL ENTITY NAME:**

**2. RESPONDENT CONTACT PERSON:**

Name, Title:

Address:

Phone Number:

Email:

**3. BRIEF DESCRIPTION OF EXPERIENCE PROVIDING SCOPE OF SERVICES SIMILAR TO THOSE DETAILED IN ATTACHMENT A:**

**4. DESCRIBE THE POSITIONS (TITLES AND DESCRIPTIONS) TRADITIONALLY UTILIZED BY THE RESPONDENT IN ITS PERFORMANCE OF SERVICES SIMILAR TO THOSE DETAILED IN ATTACHMENT A:**

**5. DESCRIBE YOUR TECHNOLOGY SOLUTION(S) ABILITY TO MEET THE FOLLOWING INFORMATION TECHNOLOGY SECURITY REQUIREMENTS:**

- a. All State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.
- b. All Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys.
- c. Be subject to (including any subcontractors used to host State data) an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. Any processing or storage services must be included in the scope of the SOC 2 Type 2 examination engagement.
- d. Annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition.
- e. Comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>. This applies to all subcontractor, including any data center used to host State data, including those of all subcontractors.

**COST INFORMATIONAL FORM**

**1. Describe your recommended pricing structure and/or pricing units (e.g. pr hour, per project, etc.) for providing services similar to those detailed in Attachment A:**

**2. Describe your typical pricing range for your pricing structure and/or pricing units described above:**

**ADDITIONAL CONSIDERATIONS**

**1. Please specify any information that the State should consider including and/or evaluating in a formal competitive solicitation for services similar to those detailed in Attachment A:**

**2. Please provide input on alternative approaches or additional things to consider that might benefit the State:**

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions and Acronyms. For purposes of this Contract, definitions and acronyms shall be as follows and as set forth in the Contract:
- a. **Application Programming Interface (API)** – A set of defined rules and protocols that allows an interface to transmit data between software programs.
  - b. **Content** – Any textual, aural, or visual content published on the website and mobile application, i.e., any creative element, for example, text, animation, images, data, audio, and video.
  - c. **Dashboard** – An easy to read, real-time user-interface, showing a graphical presentation of the current status and historical trends of key performance metrics and data related to a website and mobile app's performance and marketing efforts that allows Users to monitor and analyze the effectiveness of the website, mobile application, and marketing strategies in real-time.
  - d. **Engagement** – Measurement of public shares, likes, and comments regarding the State's online marketing efforts.
  - e. **Impressions** – The consumption of any advertisement on any medium by public audience, including but not limited to the following: television, terrestrial or internet radio, social media, websites, and print publications.
  - f. **Search Engine Optimization** – Improving a website's visibility in organic (non-paid) search engine results.
  - g. **Stakeholders** – The key individuals and groups of individuals for which are impacted and invested in the development of the website and mobile application, which shall include the full range of necessary Department of Economic and Community Development personnel, representatives from the State's current contractors, and teams and personnel from the State's other departments.
  - h. **Website and Content Management System (CMS)** – A software content management system (CMS) specifically designed for web content, which facilitates website authoring, collaboration, and administration tools that help users with little knowledge of web programming languages or mark-up languages to create and manage website content.
- A.3. Originality of Work. All services provided by the Contractor shall be original in all respects. If any component of prior work is being utilized, that information shall be disclosed to TNECD and a project rate decrease shall apply as appropriate and in TNECD's sole discretion. TNECD must approve in writing any use of prior work.
- A.4. Brand Development Services.
- a. The Contractor shall develop a new department-wide brand and relevant sub-brands that can be used in the marketing of Tennessee's business development, community and rural development, innovation, and small business efforts. It is the State's goal to build awareness and promote Tennessee as a top tier destination for commerce and talent among C-suite executives, site selection consultants, entrepreneurs, and small business communities across the U.S. and around the globe. It is also imperative that the

Tennessee brand showcase its communities and demonstrate both business and quality of life advantages. Brand development shall include, but not be limited to, the following:

1. Development of a TNECD identity and branding redesign with executable milestones culminating in a comprehensive brand package. This shall include an initial proposal with executable milestones for brand redesign and an assessment of how to incorporate sub-brands related to other departments and programs that fall under the TNECD umbrella.
  2. Development of visual elements, messaging, and brand expression to include logos, taglines, fonts, colors, and brand guidelines. Public input and the inclusion of diverse stakeholders must be included in the development process to ensure that the brand identity and design reflects the State as a whole. Research, data analytics, and prospect profiles shall also be evaluated in brand identification.
  3. Development of a style guide for graphics and templates for the necessities of day-to-day operations (e.g., letterheads, memos, presentations, report covers, and other digital and print assets as needed).
  4. Positioning or modification to the brand and adjustment or modification to the use of the brand as needed to benefit the State's marketing objectives.
- b. The Contractor shall assist TNECD with additional Brand Development projects, as agreed upon in writing by the Parties.

A.5. Website Development Services.

- a. The Contractor will design and develop a new mobile-first website for TNECD (TNECD.com) that is responsive to agency needs and specifications by enhancing all existing TNECD digital property and all related TNECD programmatic sites. All website development services performed by the Contractor shall be consistent with the requirements and specifications detailed below.
1. The Contractor shall be responsible for the ongoing development and maintenance of an integrated website and Content Management System (CMS) and the provision of all hardware, software, and telecommunications required for the development, deployment, hosting, operation, and administration of the system. Any programming, coding, data, and related deliverables resulting from the execution of this Contract shall be developed and provided by the Contractor in such a manner that the State retains all rights to and ownership of said services, products, and deliverables.
  2. The Contractor shall develop and implement all website elements in alignment with overall objectives of the TNECD marketing program and in partnership and alignment with the State's central information technology services bureau—the Office of Strategic Technology Solutions (STS). Said website elements shall include, but not be limited to, the following:
    - (i) Content, features, and functionality of the existing websites, mobile sites, and any other created sites. The State may require additional specifications relating to the theme, style, and/or navigation of TNECD website(s) as needed.
    - (ii) Microsites based on particular areas of interest designed to drive users to the State's sites;

- (iii) An enhanced video initiative;
  - (iv) Connected social media opportunities with the website(s);
  - (v) Continued development of the site(s) and subsections; and
  - (vi) Advertising space on the website(s) that is used by the State to generate sales revenue. The Contractor shall develop the space provided utilizing an expert-level knowledge of digital marketing and positioning for potential advertisers.
3. The Contractor shall perform an initial assessment and evaluation of the current TNECD website and provide a plan to TNECD detailing a recommended development strategy to facilitate TNECD's digital initiatives, including continued development of the site and any subsequently created TNECD sites.
4. The Contractor shall also provide a secure graphical user interface on the website, which shall provide TNECD with adequate access to the website that allows TNECD to fulfill the following:
- (i) Management of all website content, including, but not limited to, management of all HTML page content;
  - (ii) Administration of efforts dedicated to digital marketing and advertising;
  - (ii) Management of digital event posting;
  - (iv) Utilization of information furnished by organizations, participants, or partners through the use of a username/password database to enable stakeholders to change, update, and/or refresh respective content while also providing TNECD the ability to pre-approve any such change prior to its posting on the Website(s);
  - (v) Management of a TNECD image library; and
  - (vi) Access to comprehensive website statistical analysis programs capable of reporting site traffic (i.e., sessions, page views, visitors, etc.) and information relating to pages, files, navigation, referrals, domains, browsers, and other data as may be required by TNECD.
5. Following implementation, the Contractor shall ensure that System availability is at 99.9% availability for any given period, excluding unavailability related to:
- (i) Regularly scheduled downtime;
  - (ii) Any acts or omissions of anyone other than the Contractor, excluding the Contractor's employees, agents, or subcontractors; and
  - (iii) Loss of the State's internet connectivity.
- All scheduled downtime shall be approved in writing by the State in advance.
6. The Contractor shall maintain proficiency in and employ digital industry standard tools, languages, applications, database management, and operating systems in the development and support of TNECD websites, mobile sites, and any additional site owned/controlled by TNECD.

7. The Contractor shall evaluate and implement, as appropriate, emerging technologies and provide current, technical expertise as needed to maintain state-of-the-art, digital marketing and advertising on sites owned or controlled by TNECD.
8. The Contractor shall, no later than the fifteenth day of each month, provide statistical and site-traffic reporting regarding the TNECD websites for the prior month. Said report(s) shall capture the following minimum data elements: (i) total number of unique visits; (ii) percentage changes over the same month in the prior year; (iii) percentage changes over the previous month in the same year; (iv) websites inquiries; (v) page views; (vi) average page views per visit; (vii) e-guide views; (viii) print guide inquiries; (ix) average time on the site; (x) keywords; (xi) traffic sources; (xii) ad-tracking reports; (xiii) keyword searches; and (xiv) any other reports requested by TNECD in writing.
9. The Contractor shall provide the thorough capability to accommodate increases in visitor, consumer, and/or advertising traffic to the websites.
10. The Contractor shall develop websites for TNECD that fulfill the following minimum functionality requirements:
  - (i) Fully responsive design from desktop to mobile;
  - (ii) Renders properly on all major modern web browsers;
  - (iii) HTTPS by default;
  - (iv) Built to be search-engine-friendly and ready to be properly indexed and utilize canonical linking;
  - (v) Existing URLs that may be phased out with the new website shall meet industry standards to notify search engines of the changes; and
  - (vi) Built on open-source WordPress CMS allowing TNECD the freedom to make content changes to existing dynamic content and maintain full accessibility.
11. The Contractor shall migrate the following core website features and functionality to the new website and optimize them for the latest version of WordPress:
  - (i) CRM Integration – Form integration with the State’s CRM using documented API endpoints.
  - (ii) Other Program Integrations – The TNECD website shall integrate with other programs and software applications utilized by TNECD, which shall include, but not be limited to, SmartSimple, Formstack, SurveyMonkey, and TN.gov dashboards.
  - (iii) Analytics – Connection to Google Analytics, Google Tag Manager, and other analytics tools specified by TNECD.
  - (iv) Custom applications – Custom applications shall include a county profile tool, certified sites directory, and a Tableau-embedded industry Dashboard.



- (v) International Accessibility – The TNECD website shall maintain current international capabilities, including dynamic text translations and IP address recognition to populate core homepage content specific to the TNECD's international offices and prospects.
- (vi) CRD Sections and Content – TNECD Community and Rural Development sections and content development shall be included under copy and website costs.
- (vii) Entrepreneur/Innovation and Small Business Sections and Content – Entrepreneur/Innovation and Small Business sections and content development shall be included under copy and website costs.
- (viii) Other TNECD-related Websites – Connectivity to (or integration of) other TNECD-related websites, such as websites associated with the Tennessee Entertainment Commission (TEC), Fund Tennessee, the Community-based Marketing Asset Program (MAP) websites, and other websites as directed by TNECD.

12. The Contractor shall develop and provide other relevant website components, including the following:
- (i) Information Architecture – Prior to design and development, the Contractor shall develop Information Architecture (I/A) for the TNECD website. A collaborative software platform shall be used to develop the Information Architecture allowing input from all stakeholders identified by TNECD.
  - (ii) Wireframes – The Contractor shall develop wireframes that establish foundational page elements, framework and outline functionality, and hierarchy.
  - (iii) Visual Design and User Experience – The Contractor shall develop a mobile-first design system for the website. These designs shall be presented as prototype links allowing TNECD to review, comment on, and approve the visual design before the project goes to development. The final visual design will match TNECD's current brand standards and align with modern best practices for user experience.
  - (iv) Content Management System (CMS) – TNECD.com shall be developed via the WordPress CMS. TNECD shall have full administrator access for ongoing updates and CMS updates. The CMS shall be optimized in the backend to allow for intuitive updates by the client to existing dynamic content and images, interactive maps, forms, pages, and navigation.
  - (v) Content Loading – Content load assistance includes the Contractor loading select images, logos icons, databases and final copy, both new and repurposed from existing website properties, including the homepage, secondary pages, select tertiary pages and press releases.
  - (vi) Copyediting – The Contractor will optimize copywriting across the website to be more intuitive and engaging with a focus on primary landing pages to ensure the website is industry-leading, seamless and easy to follow for visitors and stakeholders. This includes custom marketing messaging, headlines, call-to-action callouts, and directional

language around key tasks. All copy will be reviewed and approved by the State.

- (vii) Quality Assurance – The Contractor will conduct testing on all applicable platforms to ensure the website is functional. Prior to website launch, features and functionality will be tested via quality assurance and quality control and presented for final approval. The State will be granted access to a Trello board to assist with the quality control and quality assurance process.
- (viii) Content Management System Training – Prior to the launch of the website, Contractor will provide content management system, backend and hosting overview with the State's developer.

13. The Contractor may develop the following optional deliverables and custom functionality for the TNECD website:

- (i) Start-Up Pathway Interactive Map;
- (ii) Interactive Regional Map and Guide;
- (iii) Location Wizard for Businesses;
- (iv) Incentive Wizard for Businesses;
- (v) Research data portal and shopping cart to export or save;
- (vi) Goal, Event and Conversion Tracking;
- (vii) County Profile Importer;
- (viii) Content and Search Audit; and
- (ix) User Heat Mapping to measure the areas that get the most clicks and identify which sections users tend to ignore, giving key insights for reordering important calls to action and site content.

b. The Contractor shall assist TNECD with additional Website Development projects, as agreed upon in writing by the Parties.

A.6. Marketing Campaign and Strategy Services. The Contractor shall perform Marketing Campaign and Strategy services which shall include, but not be limited to, the following:

- a. Identification and confirmation of target audiences of TNECD, development of social media strategy, creation of messaging, and implementation of a marketing campaign in conjunction with the department's new brand roll-out in order to drive traffic to the website and social media platforms. Contractor shall also identify other digital opportunities (Search Engine Optimization, digital ads, etc.) to increase brand recognition and reach. On a regular basis, Contractor shall provide a report to TNECD which measures and analyzes Engagement and Impressions of the new brand campaign and recommendations for improvement.
- b. Provision of updates to the strategic plan throughout the term of the Contract as requested by the State and propose marketing and media strategies to expand promotional efforts effectively into new markets, maintain successful traditional markets, and test new markets.

- c. Maintaining an understanding of the overall objectives of the State, and its prior and current marketing strategies, to effectively recommend and implement strong media and creative initiatives.
- d. Rendering professional advice and recommendations for the development of marketing strategies and promotional activities to benefit the State's marketing programs.
- e. The Contractor shall evaluate and assist other marketing entities, sponsorship programs, and partnership programs authorized by TNECD in order to leverage and maximize TNECD's marketing efforts and funding.

A.7. Advertising Services.

- a. **Media and Advertising Campaign Development & Management.** The Contractor shall perform Media and Advertising Campaign Development and Management services, which shall include, but not be limited to, the following:
  - 1) Creation, development, and implementation of an initial comprehensive plan for domestic and international advertising and media placement in support of the new brand.
  - 2) Development and presentation of an initial marketing analysis with criteria/assessment points, as provided by State, of the effectiveness of the State's advertising campaigns and media purchases. Such analysis should include but not be limited to the tracking of all advertising and media placement efforts against agreed upon Key Performance Indicators on an ongoing basis no less than once a month. Changes to media placement tactics, markets, or brand creatives to improve campaign performance will be made with the State's prior approval as warranted.
  - 3) Maintaining subject matter expertise of current domestic and international economic development and business trends and rendering of recommendations to the State as to how to best promote Tennessee to C-suite executives, site selection consultants, entrepreneurs, and small businesses, including, but not limited to niche audiences, targeted industries, and specific demographics by means of paid, earned, and owned media opportunities.
  - 4) Assisting with additional advertising and media placement comprehensive plans and marketing analyses as directed by TNECD.
- b. **Traditional Advertising.** The Contractor shall perform traditional advertising services for the State, including, but not limited to, the following:
  - 1) Provision of creative services such as concept development, copywriting, art direction, layout and design, video and image collection, graphic design, asset organization and management, and other creative services to support, develop, and track the State's brand and marketing campaign(s) on an as-needed basis;
  - 2) Provision of production services capable of supporting all aspects of a given campaign, including but not limited to: print design, television spots, radio spots, direct marketing, outdoor advertising, and other forms of production services necessary to support the State's marketing campaign(s);
  - 3) Making adjustments or changes to the campaign(s) as required to meet the State's advertising objectives; and

- 4) Management of projects and tracking the status of required tasks to complete advertising campaigns as directed.

c. **Digital Advertising.** The Contractor shall perform digital advertising services for the State, which shall include, but not be limited to, the following:

- 1) Maintain a comprehensive understanding of the overall objectives of the State's digital advertising program to effectively create and produce digital advertising which generates Impressions for the department's websites, social media channels, YouTube, and other online platforms resulting in increased visitation and Engagement;
- 2) Implement a digital promotion advertising concept(s) with art direction, copy and design, image collection, graphic design and other production services, as requested by the State to support, develop, track, manage, and maintain such digital advertising campaign(s);
- 3) Make adjustments or changes to the digital advertising campaign(s) as needed to meet the State's digital marketing objectives;
- 4) Integrate social media and user-generated initiatives to develop and maintain the platforms throughout the Term of the Contract;
- 5) Utilize available research to support Contractor's digital advertising recommendations, subject to the State's approval;
- 6) Render complete marketing analysis as to the effectiveness of the State's digital advertising campaign(s) implemented during each year of the Contract; and
- 7) Provide senior-level supervision of the digital advertising services and document and communicate with the State as to the status and timeline of each online advertising campaign weekly or upon request by the State.

d. **Media Placement.**

- 1) The Contractor shall perform media placement services, which shall include, but not be limited to, the following:
  - i. Maintain an understanding of the overall objective of TNECD's marketing programs to effectively recommend and place traditional and digital media placements that generate visitation to Tennessee and the State's websites resulting in increased Engagement;
  - ii. Ensure media placement goals and practices align with the overall TNECD strategic marketing plan;
  - iii. Provide recommendations for media placement that will accomplish outlined campaign goals, including projected Impressions or results for the State to approve prior to purchase/buy;
  - iv. Coordinate with TNECD and other stakeholders, as directed by TNECD, to ensure that appropriate production materials are obtained to satisfy media placement requirements in a timely fashion for media vendor(s);
  - v. Provide TNECD reports to document the media was placed as required;

- vi. Provide post-buy analysis and media audits, as well as change tactics, with TNECD's prior approval, as necessary for a given media placement campaign;
  - vii. Conduct and provide research, surveys, and studies, as requested by TNECD, or as needed to support digital advertising and media placement recommendations and decisions; and
  - viii. Provide on-going, senior-level account supervisors who communicate and document the timing and cost status of all media placement projects and provide necessary reports, estimates, accounting documentation, and other financial information necessary to comply with the Contract's payment terms and conditions.
- 2) The Contractor shall be responsible for developing and managing all TNECD media buys pursuant to TNECD specifications. Said media buy responsibilities shall include, but not be limited to, the following:
- i. Development of an annual paid media plan, including channels such as social media advertising, trade publications, programmatic display advertising networks, retargeting, search engine marketing (SEM), LinkedIn, and others to be provided by TNECD in a separate writing;
  - ii. Engaging media vendors to negotiate pricing and terms in order to prepare a media buy plan for TNECD's review and approval. The media buy plan shall include justifications for how each channel aligns with TNECD's goals and target audiences as well as alignment with the department's annual paid media budget (Note: the annual paid media spend is not included in the value of this Contract because the media buys will be planned and managed by the contractor but paid by TNECD separately);
  - iii. Monthly monitoring of ad campaigns and auditing optimization for ad units and creative elements;
  - iv. Submitting monthly performance reports related to campaign results and providing suggestions for changes in allocation based on performance, if necessary;
  - v. Continuous coordination with media reps to evaluate new advertising opportunities that yield better results;
  - vi. Evaluating viable media opportunities throughout the year and providing media opportunity recommendations to TNECD for review and approval;
  - vii. Providing creative campaign concept or budget direction and recommendations to the TNECD graphic designer on an as-needed basis;
  - viii. Any creative optimizations or revisions to existing ad units will be approved and executed by TNECD.

- ix. Working with TNECD (Marketing & Communications Team in addition to Procurement) to provide detailed vendor analysis and supporting documents as required.
- 3) The Contractor shall **not** bear any responsibility for any payments associated with any TNECD media buy, which shall remain the sole responsibility of TNECD. However, the Contractor shall assist TNECD with any billing or payment responsibilities that arise from said negotiations.
- 4) The Contractor shall submit recurring media placement reports to TNECD, which shall include, but not be limited to, the following:
  - i. Monthly Competitive Spend Report;
  - ii. Content Audits; and
  - iii. Post-Buy Analysis.

Said reports shall be submitted to TNECD pursuant to the preferred transmission method and data element specifications of TNECD, which shall be provided in a separate writing.

- e. **Public Relations.** As requested, and in collaboration with the TNECD Communications Team, the Contractor shall render public relations services either in-house or through the use of a full-service subcontractor subject to the State's prior approval in accordance with Contract Section D.7 (*Assignment and Subcontracting*). Subcontractors utilized shall demonstrate a high level of expertise in relation to the State's target audiences and must maintain well-established relationships with top-tier national media. Services shall include, but not be limited to, the following:
  - 1) Development and implementation of earned media campaigns that amplify marketing goals and generate broad-reaching media interest for Tennessee's industries, brands, business climate, quality of life, and other assets.

#### A.8. Video and Photo Asset Creation and Organization Services.

- a. The Contractor shall create video content and animation resources using existing video hosted in TNECD's media library or by shooting new content, as needed.

Examples of video content shall include, but not be limited to, annual anthem videos, one-minute hype videos, animation videos for the annual Governor's Conference, animation elements as needed for other areas of the conference, animations for TNECD programs (e.g., Select Tennessee, digital marketing ads, testimonials, company profiles, etc.).

- i. The Contractor shall collaborate with TNECD to draft a full script, including both narration and visual direction, for all video content and animation resources.
- ii. The Contractor shall organize all logistical arrangements during pre-production of video content, including creation of a project timeline, scheduling staff, arranging working sessions and check-ins, identifying potential licensing platforms, and securing voiceover talent. If the determination is made that the original capture of any specific footage is necessary, the Contractor shall first collaborate with TNECD to utilize its in-house videography staff. If the needs of the original capture are outside the technical or equipment capabilities of the TNECD team, production is included without incurring an overage. If additional time, travel, or

crew are necessary, an overage may be assessed. Any overages must be approved by TNECD prior to proceeding with video content creation projects.

- b. The Contractor shall collaborate with TNECD to develop and organize a new asset library of all TNECD-related video and photo assets. Taking inventory of all assets across various teams within TNECD shall first be performed with the primary goal of moving all digital assets into the same place. Sources of material may include archival libraries, past projects, limited stock clips available through paid licensing platforms, and limited licensing of freelance videographer or drone imagery that is available online. The new digital asset library shall be catalogued and searchable by tags, including, but not limited to, Community/County Name, Company Name, TNECD Program, and others requested by TNECD.

A.9. Other Marketing Services. The Contractor shall perform additional marketing services pursuant to the specifications detailed below in this section and as otherwise directed by TNECD.

- a. **Social Media Management and Content Development** – The Contractor shall perform social media management and content development services on behalf of TNECD and/or TNECD sub-brands and initiatives.
- b. **Advertising and Media Management and Planning for TNECD Sub-brands and Initiatives** – The Contractor shall perform advertising and media management and planning for TNECD sub-brands and initiatives.
- c. **Assistance with TNECD Event Planning and Coordination** – The Contractor shall assist TNECD with event planning and coordination for TNECD's annual Governor's Conference and other department-related events, as directed by TNECD.
- d. **Research** – The Contractor shall provide TNECD marketing research assistance, which shall include, but shall not be limited to, benchmarking with other states in terms of economic development tools and initiatives, as well as re-evaluations of current metrics, target industries, incentives, and other data elements as directed by TNECD.
- e. **Marketing Campaigns for New TNECD Programs and Initiatives** – The Contractor shall assist TNECD with the development and launch of new marketing campaigns necessary for new TNECD programs and initiative rollouts as directed by TNECD.

A.10. Administrative Requirements.

- a. The Contractor shall secure temporary office space within six (6) weeks after the start of the Contract and maintain said office space throughout the Term of the Contract. Said office space shall be located within the State of Tennessee. All costs associated with obtaining the office space shall be the sole responsibility of the Contractor. The Contractor may, at its discretion, either directly house any subcontractors retained for performance of services under the Contract, or alternatively, may require said subcontractors to obtain separate office space, so long as such space is also located within the State of Tennessee. The Contractor staff shall be available for in-person meetings at the TNECD office or at the Contractor's local office, as directed by TNECD. Meeting locations will be established by TNECD.
- b. The Contractor shall not commence work on any services set forth in this Contract before submitting an estimate of the total project cost and receiving prior approval for each proposed project by the appropriate TNECD official. If TNECD requests changes to any project, the Contractor shall submit revised cost and timing estimates. Such estimates shall be approved by TNECD prior to the commencement of services on the project by the Contractor.

- c. The Contractor shall be available to participate and make oral and written presentations regarding the services it provides under this Contract at meetings, conferences, or other events, as requested by TNECD.
- d. The Contractor shall provide necessary reports, estimates, accounting documentation, and other financial information necessary to comply with contract payment terms and conditions as set forth in this Contract.
- e. The Contractor shall not release any campaign or project without first receiving TNECD's prior approval. If TNECD rejects a proposed campaign or project or if said campaign or project proposal requires modifications, the Contractor shall continue development of the campaign or project until it meets TNECD specifications and receives final approval.

A.11. Intellectual Property. All content, websites, intellectual property, and services provided by the Contractor under this Contract shall be the sole and exclusive property of the State of Tennessee except as otherwise may be mutually agreed upon in a signed writing by the parties to this Contract in accordance with State of Tennessee contracting requirements.

A.12. Prioritization of Projects. The services to be rendered under this Contract will involve a wide variety of project types. Unless otherwise specified in writing by TNECD, all projects associated with the services to be rendered under this Contract shall be generally prioritized pursuant to the following tiers:

<b>Tier 1 (Critical Priority)</b>
Brand Development Projects
Website Development Projects
Marketing Campaign and Strategy Projects
<b>Tier 2 (High Priority)</b>
Advertising Projects
<b>Tier 3 (Moderate Priority)</b>
Video and Photo Asset Creation and Organization Projects
Other Marketing Services

The Contractor shall make reasonable efforts to prioritize projects based on the tiers provided above.

A.13. Personnel Changes. The qualifications and consistency of the Contractor's personnel are crucial to the performance of the services described in this Contract. Therefore, no proposed personal change shall become effective until it is approved in writing by TNECD. The Contractor shall send written notification of the proposed change to TNECD at least two (2) weeks prior to the proposed begin date for any proposed personnel change. Said written notification shall be provided to TNECD upon the reassignment, departure, or hiring of personnel who is involved in the performance of services under to this Contract. The State, in its sole discretion, shall approve or disapprove such personnel changes.

A.14. Reporting. The Contractor shall provide to TNECD all reports set forth in this Contract. The format, content, and frequency of such reports shall be as requested by TNECD. The Contractor shall also provide any *ad hoc* reports requested by the State in writing. The Contractor shall provide the reports to TNECD in a manner approved by TNECD which may include, but shall not



be limited to, the following: (1) e-mail; or (2) a file distribution program established by the Contractor which TNECD can fully access and from which it can retrieve reports.

a. **Monthly and Quarterly Reports.**

- 1) **Campaign Summaries.** Unless otherwise specified by TNECD in writing, the Contractor shall provide TNECD monthly and quarterly reports providing an overview of all planned, active, and completed campaigns. The overview shall consist of the projected staffing plan, including the positions and projected hours per position that was approved by TNECD and the actual positions utilized and actual hours per position completed. Said report shall be sent to TNECD within fifteen (15) calendar days after the end of each month.
- 2) **Media Plan & Buy Summaries.** Unless otherwise specified by TNECD in writing, the Contractor shall provide TNECD monthly and quarterly reports, providing an overview of all planned, active, and completed media buys. The overview shall consist of, but not be limited to, confirmation of placed media, media performance summaries, media placement changes, and any available make-good reports. Said report shall be sent to TNECD within fifteen (15) calendar days after the end of each month.
- 3) **Website Summaries.** Unless otherwise specified by TNECD in writing, the Contractor shall provide TNECD monthly and quarterly reports providing an overview of the following: (i) unique visits; (ii) percentage changes in traffic; (iii) volume of website inquiries; (iv) page views; and (v) average time on the site. Said report shall be sent to TNECD within fifteen (15) calendar days after the end of each month.

b. **Business Reviews.** Unless otherwise specified by TNECD in writing, the Contractor shall organize and attend semi-annual (i.e., twice per year) for the purpose of providing an overview of all completed projects, status updates regarding pending projects, long-term strategy and planning for upcoming projects, and additional items specified by TNECD.

c. **Reporting Checkpoints.** Unless otherwise specified by TNECD in writing, the Contractor shall organize and attend quarterly reporting checkpoints for the purpose of providing status updates on pending projects, as well any additional discussion items requested by TNECD.

A.15. **Confidentiality During Project Development.** The Contractor shall maintain confidentiality during the development phase for all TNECD projects fielded during the performance of services under this Contract.

A.16. **Offshore Resources.** All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 C.F.R. § 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

A.17. **Scanning.** The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this

Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- A.18. Task Orders and Statements of Work. The specific scope of goods and consultant services to be provided by the Contractor shall be set forth through Task Orders (Scope Exhibit 1) for written Statements of Work ("SOWs") (Scope Exhibit 2), which will detail individual project requirements and schedule. A Task Order may be awarded to the Contractor by the State through a process initiated by a request for a proposal, followed by the State's review and a determination of whether the proposal meets State needs and expectations, and concluded by notification to respondent of the Task Order Award.

**TASK ORDER [NUMBER]**

#####-S3-### (THE STATE Project No.)  
##### (Contract No.)

Date: XX/XX/20XX

This Task Order is made and entered into between the State of Tennessee Department of Economic and Community Development ("STATE") and [CONTRACTOR NAME] (the "Contractor").

The CONTRACTOR agrees to undertake the following work in accordance with the provisions of Contract #XXXX between the STATE and the CONTRACTOR dated XX/XX/20XX.

**Scope of Work:**

The CONTRACTOR shall [Description of Task Order Scope of Work].

**Task [#] – [Descriptive Summary of each Task numbered sequentially]**  
**[Task [#.#] - [Descriptive Summary of each Sub-Task numbered sequentially if any]]**  
**Deliverable(s): [Detailed Description of Each Task]**

Time of Performance:

All tasks associated with the scope of work shall be completed by XX/XX/20XX assuming a start date of XX/XX/20XX. A project schedule is included in the project scope.

Compensation:

Payment to the CONTRACTOR shall be the not-to-exceed amount of \$\_\_\_\_\_. Amount is based on the CONTRACTOR'S estimate of work hours by classification multiplied by the CONTRACTOR'S associated hourly Billing Rates as established in the Contract and summarized in Contract section C.3. (b). The not-to-exceed amount represents maximum payment and will not be increased. All total budget proposals should be rounded to the nearest whole dollar.

The receipt of the Task Order signed by the STATE will constitute the CONTRACTOR'S Notice to Proceed. The CONTRACTOR is not to undertake any extra work outside the scope of this Task Order, unless amended in writing.

**IN WITNESS WHEREOF,**

**CONTRACTOR NAME:**

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY** **DATE**

**STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:**

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF AGENCY SIGNATORY** **DATE**

**STATEMENT OF WORK [###]**

Task #: *Number*

The STATE Project #: [###]  
 Contract #: [###]  
 Date: [DATE]

**Full Scope of Project Requirements and Project Schedule:**

1. Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.
2. Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State’s project schedule.
3. Provide a narrative that illustrates the Respondent’s prior experience in completing the required objectives.

Contractor shall not perform any work until a signed Task Order has been received from the State.

**SCHEDULE:**

Service Description	Service Price	Quantity (Maximum Number of Hours)	Total Service Price Per Line
[Position]			
[Position]			
[Position]			
[Position]			
[Position]			

Direct Costs	Expense Price (Per Task Order)	Quantity	Total Expense Price Per Line
[Expense]			
[Expense]			
[Expense]			
[Expense]			
[Expense]			
[Expense]			

Contractor shall not perform any work until a signed Task Order has been received from the State.