



Request for Proposals for Advertising and Marketing Services

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1. Introduction

The Knoxville Convention and Visitors Bureau, a Tennessee non-profit corporation doing business as Visit Knoxville (VK), has issued this Request for Proposals (RFP) for Advertising and Marketing Services to define minimum service requirements, detail proposal requirements, solicit proposals, and outline VK's process for evaluating proposals and selecting a contractor to provide the necessary services.

Through this RFP, VK seeks to buy the best services at the most favorable, competitive prices and to give qualified businesses—including those that are owned by minorities, women, veterans, persons with a handicap or disability, and small business enterprises—the opportunity to do business with VK.

1.1 About Visit Knoxville

Visit Knoxville is a 501(c)(3) nonprofit, private company that collaborates with the community, business leaders, and local and state government to further develop Knoxville as a premier leisure, meetings, and travel destination. VK currently has contracts with the City of Knoxville and Knox County to conduct destination marketing efforts on behalf of these municipalities. VK is also the official and primary provider of visitor information for Knoxville and Knox County.

Visit Knoxville owns and operates the official Knoxville Visitor Center located at 301 S. Gay Street in downtown Knoxville. VisitKnoxville.com is VK's primary digital property and serves as the official and comprehensive visitor website for Knoxville and Knox County to serve vacationers, meeting planners, sports event holders, travel agents, and even locals.

Visit Knoxville's operational efforts include the Knoxville Film Office, Visit Knoxville Sports Commission, and the Sunsphere (VK staffs and operates the Sunsphere Observation Deck and Welcome Center at this unique attraction).

Since 2008, Visit Knoxville has been accredited by the Destination Marketing Accreditation Program (DMAP) of Destinations International (DI).

1.2 Statement of Purpose

VK employs an in-house marketing department that includes strategic oversight and budget management, media relations, technical writing, content development for organic social media, market research, website administration, and graphic

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design. As such, VK's specific need is to procure advertising services that include creative concepting and development, data-driven media placement (both traditional and digital), robust reporting and analysis, along with administration reconciliation services. Altogether, these services assist VK in its efforts to increase in-state and out-of-state tourism growth for Knoxville and Knox County in the leisure travel market. The categories of services are overviewed below, and the specific objectives to those services are specified in Section 1.3.1 below.

1.3 Overview

It is vitally important that VK finds a partner who will meet or exceed all required objectives while continually finding avenues to improve ad placement so that spend is leveraged for maximum conversions (visits to Knoxville/hotel bookings).

1.3.1 Scope of Work

VK seeks to procure marketing and advertising services that generally include:

- a) Creative concepting and development/production
- b) Ongoing data-driven media placement and strategies
- c) Clear monthly (and quarterly) reports summarizing performance metrics, placement, and spend

The Contractor(s) shall work with, and ultimately for, VK's in-house Marketing and Communications Department Team (Team), which at the time of writing this RFP consists of the following roles: Senior Director of Marketing, Director of Communications and Social Strategies, Managing Director of Creative Services and Market Research, Creative Director, and Director of Market Research.

The Contractor(s) will be contracted for a four (4) year agreement, commencing on July 1, 2025. The contract includes an option for VK to renew twice for an additional one (1) year term.

For the contracted term, the Contractor(s) will:

- a) Develop an identity package for Knoxville, alongside VK's Team. The copy and "look" should either work in concert with VK's current branding or provide a strong new direction. See Appendix A regarding provision of VK logos and brand guides.
- b) Brainstorm and strategically implement creative campaigns (for both print and digital) on an ad-hoc and ongoing basis, alongside VK's Team. Once established, concepts will be maintained and updated in-house by VK's Team.

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- c) Create innovative, on-brand copy, visuals, and videos for print, online, paid social media, and broadcast. Creatives should be developed to work flexibly across more than one advertising space (i.e., copy can be used on a print and digital ad or video can be used on social media and broadcast).
- d) Review campaign performance each month and recommend relevant adjustments to campaign copy, creatives, and spend.
- e) Pitch data-informed media placement plans (for both traditional and digital mediums) on a semiannual basis (July 1–December 31, and January 1–June 30), alongside VK’s Team. This includes, but is not limited to the following tasks and sub-objectives:
 - Crafting S.M.A.R.T. goals—based on industry benchmarks or VK’s past performance—for each medium of the media plan
 - Evaluating target markets and messaging to better situate Knoxville within the marketing funnel
 - Making annual allocation recommendations based on VK’s then marketing budget
 - Reporting metrics (alongside benchmarks) each month and quarter using plain language & hosting analytics meetings as needed/requested
 - Adjusting placement plans based on data acquired by Contractor(s) or VK, which may include data sources such as Smith Travel, Longwoods, Adara, and Arrivalist
 - Providing deliverables for VK’s quarterly reporting
- f) Report monthly on ad placements, campaign performance, pertinent trends, and any recommendations for plan adjustments. Reports will use plain language and cite benchmarks relevant to VK (e.g., VK’s YoY performance or tourism industry benchmarks).
- g) Provide clear invoicing with burn rate and delineations between creative work, project management, contract administration, and other categories that account for spend.

Outside of any Contract(s), VK will continue to place media pertaining to its needs: VK Film Office/FILM FEST KNOX, Sunsphere, Convention Sales and Sports, Tennessee Department of Tourist Development Co-Ops, and stand-alone promotions.

Each Proposer understands and agrees that as the official Convention and Visitors Bureau and as a nonprofit corporation serving Knoxville and Knox County, VK maintains the unencumbered right to work with separate and or multiple vendors, independent of this RFP, to best tell the story of Knoxville, in the most fiscally responsible manner.



1.3.2 Submit a Notice of Intent to Propose

Proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication), before the Notice of Intent to Propose deadline detailed in Section 2.4.1 Schedule of Events. Such notice shall include the following information:

- a) Proposer’s business name (and legal name wherever appropriate)
- b) Proposer’s primary contact person’s name and title
- c) Contact person’s mailing address, telephone number, facsimile number (if applicable), and e-mail address.

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal. However, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.3.3 Contract, Contractor, Proposer Language

For the purposes of this entire RFP:

- a) “Contract(s)” shall mean any agreement resulting directly from this RFP, issued and executed by VK and any selected Proposer(s).
- b) “Contractor(s)” shall mean (i) any Proposer(s) selected for procurement of services under and by this RFP, AND (ii) having duly executed the resulting Contract with VK.

2. Proposal Requirements

Use plain language throughout the Proposal so that non-marketing Proposal reviewers can easily understand creative concepting, media placement recommendations, and cost structures. Introduce key concepts and/or provide an easy-to-understand glossary as a resource.

Wherever possible, support ideas and recommendations with relevant, cited data—such as recent (2020 or sooner) industry benchmarks—and cite sources.

2.1 Elements

2.2.1. Brief Company Overview

As a nonprofit corporation advocating Knoxville as a premier leisure, meetings, and travel destination, it is helpful (and important) for VK to understand each Proposer. Therefore, provide a brief overview of your organization such as services offered,



employee count, geographical footprint, approach to client support, and company values that inform culture.

2.2.2. Creative Concepting

- a) Demonstrate past success of identity (ID) packages by showcasing creatives that integrate the brand ID into display ads and video. Where applicable, illustrate how an initial package was extended over time.
- b) Pitch a creative direction for VK. While encouraged, this does not require a presentation of any proposed creative; this can merely be a summary of initial ideas in how to approach a proposed “look” of Knoxville creatives. Include a plan for how the creative direction can be expanded or extended across years or justification for when creative should be retired/replaced. Account for how content was tailored (or can be tailored) to reach VK’s target audiences and align to VK’s topline messaging provided in Appendix B.

2.2.3. Media Placement Proposal

- a) Create a strategic media placement plan for VK that overviews the recommended platforms the Proposer suggests VK advertises each year. Media placement strategies can be rooted in target audience data, supporting case studies, and/or tourism industry benchmarks.
- b) Include general advertising placement for Knoxville as a premiere destination city targeting VK tourist audiences (see Appendix B) as well as meeting planners for sports, conventions, and more. In addition to an annual media plan that speaks to target audiences, the plan should incorporate seasonal campaigns for FILM FEST KNOX, the Sunsphere attraction, and up to two signature events a year (such as Bassmaster Classic and/or USA Cycling).

2.2.4. Project Team Roles and Responsibilities

List or visually represent an organizational chart. Statements may be brief and bulleted. VK is looking for:

- a) Staff names
- b) Roles/Responsibilities
- c) Relevant experience of team members(s) with relation to any proposed services.

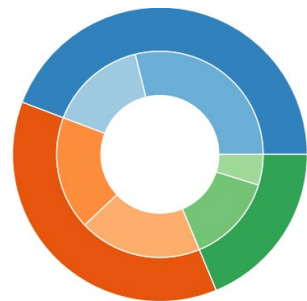
2.2.5. Spend Plan and Cost Estimates

Provide a spend plan and cost estimates as an appendix to the Proposer’s Proposal so that VK can review ideas and spend separately. See Appendix D for required cost estimates.



- a) For the purposes of this RFP submission, create a \$1M annual spend plan that includes strategic planning, creative development for image ads and video ads, ad placement, analytics, supervisory oversight such as contract administration and project management, and any other spend factors that account for how the Proposer recommends VK advertises Knoxville as a premier destination.

Within the spend plan, demonstrate how much of the annual spend is allocated to active ads versus billable hours for ad agency staff expertise. Proposers can communicate personnel versus advertising spend using a nested pie chart (see example visual) or any other visual + description that estimates dollar amounts of for active ad placement as well as annual spend on ad agency staff expertise—including but not limited to administration, project management, graphic design, video production, analysts, etc.



- a) Provide a break-down of cost estimates on common creative production and advertising services. Appendix D includes a list of required estimates. Additional estimates are encouraged for anticipated, common work types that would be billed to VK by Contractor(s).

2.2.6. References

Provide at least two (2) references of past clients, along with names and contact information for those clients. List names of Contractor staff who will support VK that also supported the references (e.g., Tom Smith will be a graphic designer on the VK account and was a graphic designer for Client Y). By providing these references, each Proposer hereby understands and agrees to VK, and any of its duly authorized person(s), contacting and discussing the details of this RFP and of a Proposer’s past relationship with each reference.

2.3 Prohibitions

2.3.1. No Alternate Services

A Proposal must not propose alternate services (i.e., offer services different from those requested and required by this RFP). VK will consider a Proposal of alternate services to be non-responsive and reject it.

2.3.2. Additional Services

Unlike Section 2.3.1 above, a Proposal may however propose additional services beyond those required by and described in this RFP. VK, at its sole discretion, may

add such services to the contract awarded as a result of this RFP at any time during its deliberation and up to its awarding of the Contract(s).

2.3.3. Collusion Unacceptable

A Proposal must not result from any collusion between Proposers. VK will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, VK will consider any such actions to be grounds for Proposal rejection or contract termination.

2.3.4. Accurate Information

A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If VK determines that a Proposer has provided such incorrect information, VK will deem the Proposer's Proposal non-responsive and reject it.

2.3.5. Single Prime Proposal

A Proposer must not submit more than one Proposal in response to this RFP. If a Proposer submits more than one Proposal, VK may choose to deem all the Proposals non-responsive and reject them.

A Proposer must not submit a Proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such duplicity may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a Proposal as a prime contractor).

2.3.7. Insider Proposal Knowledge Unacceptable

A Proposer must not be (and VK will not award a contract to):

- a) An individual who is, or within the past six months has been, an employee of VK. For the purposes of this Section 2.3.7, VK will deem an individual to be an employee of VK until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of VK" shall not include individuals performing volunteer services for VK.
- b) Any individual, company, or other entity involved in assisting VK in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by VK as having information that would afford an unfair advantage over other Proposers).

2.4 Management

2.4.1. Schedule of Events

The following RFP schedule of events (“Schedule of Events”) represent VK’s best time estimates for this RFP:

RFP Process Event	Date
RFP Issued	February 3, 2025
Deadline for Notice of Intent to Propose (See Section 1.3.2)	February 17, 2025 (no later than 4:00 pm EST)
Disability Accommodation Request	February 17, 2025
Deadline for Question Submissions	February 24, 2025 (no later than 4:00 pm EST)
Deadline for VK Response to Questions	March 3, 2025 (no later than 4:00 pm EST)
Deadline for Proposal Submissions (Electronically to the RFP Coordinator and four print copies to VK offices at 301 S. Gay St.)	March 14, 2025 (no later than 4:00 pm EST)
VK Reviews Submissions & Extends Presentation Invitations	March 17–21, 2025
Oral Presentations (via Invitation)	April 1–8, 2025
Award Announcement	April 14, 2025
Develop Media Placement Plan and Creatives for VK Approval	April 16–June 30, 2025
Launch Ad Agency Support of VK (Deployment of creative and media placement)	July 1, 2025

Any deviation from the submission guidelines set forth in this Section may result in such Proposal being deemed as non-responsive and or rejected by VK.

VK reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. Any adjustment to this Schedule of Events shall constitute an Amendment to this RFP, and VK will communicate to potential Proposers by means specified in this RFP.

2.4.2. Submission Deadline

A Proposer must ensure that VK receives a Proposal electronically and (4) in-print no later than the Proposal Deadline time and date detailed in Section 2.4.1 Schedule of Events. A Proposal must respond, as required, to this RFP (including its attachments). VK will not accept late proposals; a Proposer’s failure to submit before the deadline will result in the disqualification of its Proposal.



2.4.3. Delivery

All submissions of “Intent to Propose” and “Questions & Comments” with relation to this RFP may be made electronically to the RFP Coordinator via email provided in Section 5.2.4.

Each Proposer shall submit four (4) printed copies of any Proposal to the Visit Knoxville offices by the deadline specified in this RFP.

2.4.4. Errors & Revisions

A Proposer is liable for Proposal errors or omissions. A Proposer will not be allowed to alter or revise Proposal documents after the Proposal Deadline time and date detailed in this RFP Section 2.4.1 (“Proposal Deadline”) unless such is formally requested, in writing, by VK.

2.4.5. Withdrawal

A Proposer may withdraw a submitted Proposal at any time before the Proposal Deadline by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

2.4.6. Preparation Costs

VK will not pay any costs associated with the preparation, submittal, or presentation of any Proposal.

3. General Contracting Requirements

3.1. Insurance

At any time, VK may require the Contractor(s) resulting from this RFP to provide a valid Certificate of Insurance indicating current insurance coverage meeting minimum requirements. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

3.2. Professional Licensure and Department of Revenue Registration

3.2.1. Legitimate Legal and Financial Input

All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration by VK as a part of a Proposal in response to this RFP, shall be properly licensed to render such opinions.



3.2.2. Appropriate License(s)

Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. VK may require any Proposer to submit evidence of proper licensure.

3.2.3. Registered with Department of Revenue

Before the Contract resulting from this RFP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. VK shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

3.3. Assignment & Subcontracting

3.3.1. Contract Designation

The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without VK's written prior approval. VK reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

3.3.2. Subcontractor(s)

Should there be any authorized subcontractors, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract and shall solely remain responsible to VK for its obligations related under the Contract, and such prime contractor may only substitute any subcontractor for a proposed subcontractor at the discretion of VK and with VK's prior and written approval.

3.4. Right to Refuse Personnel

VK reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a Contract resulting from this RFP. VK will document in writing the reason(s) for any rejection of personnel.

4. Selection & Contract Award Process

4.1. Proposal Evaluation

Proposals will be evaluated using the “Proposal Evaluation Criteria,” see Appendix C. The Proposal evaluation process is designed to award the Contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the Proposer that is both responsive and responsible, offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.)

VK reserves the right, at its sole discretion, to request Proposer clarification of any Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the Proposal identified by VK. The subject Proposer must put resulting clarification in writing according to any realistic deadline imposed by VK.

4.2. Interview Evaluations

4.2.1. Best Evaluated Proposal

The RFP Coordinator will calculate the sum of Proposal scores to determine the best evaluated Proposers. The best evaluated Proposers will be invited to participate in the Interview Process. All other Proposers will be removed from consideration for award. The purpose of conducting interviews is to allow VK a more in-depth understanding of the Proposer’s knowledge and understanding of what VK is requesting and the Proposer’s ability to provide such services.

If VK determines that a Proposal is non-responsive and rejects it, the RFP Coordinator will re-calculate scores for each remaining Responsive Proposal—see Section 4.3.1 for definition—to determine (or re-determine) the apparent best-evaluated Proposal.

4.2.2. Interview Questions

Proposers should expect to be asked specific questions related, but not limited to, the Proposer’s ability to provide requested services and create additional value for VK. All Proposers will be asked identical questions by the VK RFP committee.

4.2.3. Additional Information Upon Selection

Additional information will be shared to Proposers invited to participate in the in-person Interview Process.

4.3. Contract Award Process

VK reserves the right to make an award without further discussion of any Proposal.

4.3.1. Negotiation

VK may elect to negotiate by requesting revised responses from Responsive and Responsible Respondents. However, VK reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the Respondent's best terms from a technical and cost standpoint. VK reserves the right to conduct multiple negotiation rounds. If VKs exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to VK's specifications or requirements. VK may seek to clarify those identified issues during negotiations. All Responsive Respondents within the competitive range will be given equivalent information with respect to cost negotiations.

All cost negotiations will be documented. Additionally, VK may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, and budget availability. During target price negotiations, Respondents are not obligated to meet or beat target prices but will not be allowed to increase prices. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness. Note that each clarification sought by VK may be unique to an individual Respondent.

Notwithstanding the foregoing, VK may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in VK's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of Proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

4.3.2. Contract

The Proposer identified as offering the apparent best-evaluated Proposal will be invited to sign a contract drawn by VK pursuant to this RFP.



5. Additional Terms and Conditions

5.1. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5.2. Communications

5.2.1. Clearly Label RFP Communications

All communications regarding this RFP must be clearly labeled and marked with the title of this RFP, as written above on the first page of this RFP.

5.2.2. Official RFP Communications Only

Proposers must direct communications relating to this RFP to the RFP Coordinator: Alyssa Sloan, Senior Director of Marketing, asloan@knoxville.org.

Unauthorized contact about this RFP with employees or officials of VK except as detailed below may result in disqualification from consideration under this procurement process.

VK will convey all official responses and communications related to this RFP to the potential Proposers from whom VK has received a Notice of Intent to Propose. Only VK's official, written responses and communications will be binding with regard to this RFP. VK will consider oral communications of any type to be unofficial and non-binding. VK reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by VK.

Potential Proposers must ensure that VK receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in this RFP Section 2.4.1 Schedule of Events. Proposers must assume the risk of the method of dispatching any communication or proposal to VK. VK assumes no responsibility for delays or delivery failures resulting from the



method of dispatch. Actual or digital “postmarking” of a communication or Proposal to VK by a specified deadline date will not substitute for VK’s actual receipt of a communication or Proposal.

5.3. Assistance to Handicapped, Disabled

Proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request deadline detailed in this RFP Section 2.4.1 Schedule of Events.

5.4. Usage of Proposals

VK agrees that each Proposer, having submitted its Notice of Intent to Propose, may rightfully use VK’s brand and marketing collateral in its preparation of and final submission of its Proposal, along with the preparation of any visual aids accompanying oral presentations, should so be necessary. As such, each Proposal shall become the property of VK, in which Proposer’s entire right, title and interest therein shall irrevocably assign to VK and for no additional consideration. In any case, Proposer understands and agrees that for the opportunity to submit its Proposal to VK for consideration of this RFP, that VK may rightfully and legally use any proposed strategy, plan, and all other ideas and or collateral contained in such Proposal and or oral presentations, for no consideration and or obligation or restriction of any kind to Proposer, now and into the future, regardless of whether Proposer is awarded a Contract pursuant to this RFP or otherwise.

5.5. Amendments

During the course of a Contract awarded pursuant to this RFP, VK may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, VK will provide the Contractor a written description of the additional work. The Contractor must respond to VK with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor’s proposal to this RFP. If VK and the Contractor reach an agreement regarding the work and associated compensation, such agreement will be described in a written Amendment to the Contract. Further, any such Amendment requiring additional work must be signed by duly authorized representatives of both VK and the Contractor, in addition to any necessary approvals as required by VK and its governing body. The Contractor must not commence additional work until VK has issued a written Amendment to the Contract with all required approvals.



5.6. Cancellation

VK reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations at any time.

5.7. Right of Rejection

Ultimately and subject to applicable laws and regulations, VK reserves the right to reject, at its sole discretion and for any reason, any and all Proposals.

VK may deem as non-responsive and reject any Proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, VK reserves the right to waive, at its sole discretion, a Proposal's minor variances from full compliance with this RFP. If VK waives variances in a Proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and VK may hold any resulting Contractor to strict compliance with this RFP.

5.8. General Provisions

If one or more of the provisions in this RFP are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this RFP shall not be affected.

If any term, clause, or covenant of this RFP is deemed invalid or unenforceable, all other terms, clauses, or covenants and their application to all persons and circumstances subject to this RFP shall remain unaffected to the extent permitted by law; and if any application of any term, clause, or covenant as to any specific person or circumstance is deemed invalid or unenforceable, the application of such terms, clauses, and covenants to other persons and circumstances shall remain unaffected to the extent permitted by law.

No waiver by VK of any right under this RFP constitutes a waiver of any other right, no matter whether any breach precedes or succeeds the waived breach. VK is not required to give notice to enforce strict adherence to all terms of this RFP.

5.8.1. State of Tennessee Governance

This RFP shall be governed and construed in accordance with the internal laws of the State of Tennessee, without regard to the principles thereof regarding resolution of conflicts of law.

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VK and any Proposer agree to submit to the exclusive jurisdiction of any Tennessee state court of competent jurisdiction in and for Knox County, Tennessee, or in the United States District Court for the Eastern District of Tennessee sitting at Knoxville in any action or proceeding arising out of or relating to this RFP; agree that all claims in respect of the action or proceeding may be heard and determined in any court; agree not to bring any action or proceeding arising out of or relating to this RFP in any court other than one specified in this Section; waive any defense of inconvenient forum to the maintenance of any action or proceeding brought in court a specified in this Section, and waive any bond, surety, or other security that might be required of any other party with respect to an action or proceeding brought in such a court; and agree that a final judgment in any action or proceeding brought in a court specified in this Section is conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

Appendix A: Creative Assets

To assist any Proposers who will develop creative concepts, upon Notice of Intent to Propose, relevant digital assets will be provided including all VK logos (primary, secondary, tertiary, quaternary, FILM FEST KNOX, Visit Knoxville Sports Commission, and the Sunsphere) as well as brand guides for those logos.

These assets are solely to be used for the purposes of Proposal responses to this RFP and cannot be used for any other purpose.

Appendix B: VK's Content Themes & Target Audiences

Content Theme	Target Audience
Arts & Culture	Culture Carson <ul style="list-style-type: none"> Seeks out society events and experiences such as visiting art exhibits, operas, Broadway musicals, and more
Dog-friendly	Dog-first Dylan <ul style="list-style-type: none"> Takes dog along on trips, patio food dates, and everything in-between
Family	Family Flanders <ul style="list-style-type: none"> Seeks out fun-for-the-whole-family experiences
Film	Movie-making Mac <ul style="list-style-type: none"> Looks for budget tips, location incentives, and other resources
Food	Foodie Flynn <ul style="list-style-type: none"> Seeks out fine-dining or area dives, elevated cocktails, craft brews, and local spirits
History	History Hayes <ul style="list-style-type: none"> Appreciates the opportunity to learn about history in everyday experiences as well as one-of-a-kind events
Meetings	Meeting-organizing Miller <ul style="list-style-type: none"> Needs a walkable, affordable city & venue with interesting offerings
Music	Music-loving Morgan <ul style="list-style-type: none"> Looks for real-time music experiences; Live music junkie
Nature & Outdoors	Outdoorsy Ori <ul style="list-style-type: none"> Wants recommendations on where to explore nature, bike trails, walking paths, and more
Sports	Sporty Sawyer <ul style="list-style-type: none"> Works toward team goals; Supports child's sport; Likes team sports environments
Unique Events & Experiences	Experience-seeking Elliot <ul style="list-style-type: none"> Enjoys unique experiences

Appendix C: Proposal Evaluation Criteria

VK, has supplied its evaluation criteria of the Proposals with respect to its 2025 RFP for Advertising and Marketing Services.

VK has submitted the following criteria as a courtesy to the Proposers. Please note that such criteria supplied shall be in no way (i) definitive, nor (ii) contradictory to the terms stated in the RFP, and that ultimately (iii) VK shall enjoy the full right to evaluate each Proposal in how it deems appropriate (pursuant to Section 4 of the RFP). Additionally, should there be any conflict in language or construction provided in this document, the terms of the RFP shall prevail and apply.

The failure by any Proposer in meeting any terms and conditions required by the RFP may result in loss to the Proposer’s evaluation beyond the approximate percentages provided below. The suggested evaluation criteria of Proposals are as follows:

Proposal Approach / Attribute	Weight of Consideration
<p>Proposing Company Overview</p> <ul style="list-style-type: none"> Includes services, employee overview, geographical footprint, approach to client support, and values/culture information. 	<p>5%</p>
<p>Creative Concepting</p> <ul style="list-style-type: none"> At minimum, includes previous identity package creatives in display ads and video form; where applicable, illustrate how an initial package was extended over time. At minimum, explore a creative direction for VK that accounts for future expansion and tailoring to key audiences. Optionally, includes visual presentation of creative direction for VK and/or expansion visuals. 	<p>25%</p>
<p>Media Placement Proposal</p> <ul style="list-style-type: none"> Includes clear recommendations for ad placement platforms and identifies strategies for where (and in what format) VK ads should be shared with target audiences. Accounts for media placement for Knoxville as a premiere destination city as well as FILM FEST KNOX, Sunsphere, and at least two signature events per year. 	<p>25%</p>



<p>Team Roles & Responsibilities</p> <ul style="list-style-type: none"> Summarizes the proposing agency’s team that would support a VK contract, if awarded, including names, roles, responsibilities, and relevant experience. 	<p>5%</p>
<p>Cost Structures</p> <ul style="list-style-type: none"> Spend plan and cost estimates included as a Proposal appendix. Spend plan transparently explores spend on staffing expertise and ads. Cost estimates provided for all required categories. (Additional work categories are estimated when relevant to the Proposer’s Proposed plan.) 	<p>30%</p>
<p>References</p> <ul style="list-style-type: none"> Includes two past client references, their contact information, and relevant Proposer’s staff. 	<p>5%</p>
<p>Overall Readability & Credibility</p> <ul style="list-style-type: none"> Presents ideas using plain language by introducing or defining advertising/marketing concepts and key terms. Supports ideas and recommendations with credible, cited information. 	<p>5%</p>

Appendix D: Required Cost Estimates

Provide estimates on the following, common types of creative and advertising support.

Work Type	Staff Role Identify types of staff that bill to support the work type and share what percentage of their time informs the estimate provided	Estimate (Frequency)
<i>Example work type</i>	<ul style="list-style-type: none"> Project manager (10%) Graphic designer (60%) Media placement analyst (20%) Data analyst (10%) 	\$28,500 (Monthly)
New branding identity for VK	•	\$ (One-time)
Ad placement plan	•	\$ (Semiannual)
Creative development for display ads	•	\$
Ad placement (Google, Meta, Streaming service, Audio, etc.)	•	\$
Data analysis on ad placement performance	•	\$
Branding refresh on ads	•	\$ (Annually)
30-second video ad for use on multiple platforms (i.e., social media and broadcast)	•	\$
Campaign reporting and invoicing	•	\$ (Monthly)
<i>Other? Below, please identify additional work, staffing, cost estimate, and frequency for any other work type you anticipate being a regular part of a final agreement</i>		
	•	\$
	•	\$
	•	\$
	•	\$