

Contract InformationContract & Solicitation Title: Public Relations Services

JLR

Contract Summary: Contractor agrees to full service public relations/marketing services as the result of an Assignment from Contract 401070Contract Number: 6494938 Solicitation Number: 942565 Requisition Number: LAC2021021Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 401070Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 6/30/2021 Estimated Expiration Date: 2/09/2022 Contract Term: 7 MonthsEstimated Contract Life Value: \$1,267,471.49 Fund: Metro-wide BU: Metro-widePayment Terms: Net 30 Selection Method: RFPProcurement Staff: Marlon Bynum BAO Staff: Joe Ann CarrProcuring Department: Finance-Procurement Department(s) Served: Metro-Wide**Prime Contractor Information**Prime Contracting Firm: Finn Partners, Inc ISN#: 1006250 Phone #: 615-610 0314Address: 700 12th Avenue S, Suite 400 City: Nashville State: TN Zip: 37203Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)Prime Company Contact: Pamela Evans Email Address: pamela.evans@finnpartners.comPrime Contractor Signatory: Martin Ettlemyer Email Address: martin.ettlemyer@finnpartners.com**Disadvantaged Business Participation for Entire Contract***Small Business and Service Disabled Veteran Business Program:*SBE/SDV Participation Amount: N/A Percent, if applicable: 19.37%*Procurement Nondiscrimination Program (PNP):*M/WBE Participation Amount: \$95,000.00 Percent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*No Amount: \$0.00 Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes**Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>DVL Seigenthaler, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Approved Assignment Consent</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Finn Partners, Inc.** ("CONTRACTOR") located at **700 12th Avenue South, Suite 400, Nashville, TN 37203**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including Exhibits*
 - *Exhibit A - Pricing Scenario,*
 - *Exhibit B - Affidavits,*
- *Previously Executed Contract 401070 (incorporated by reference)*
- *Purchase Orders (and PO Changes)*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the Public Relations Services.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end on February 9, 2022. In no event shall the term of this Contract exceed beyond February 9, 2022.

4. COMPENSATION

4.1. Contract Value

This contract has no guarantee of actual or minimum purchases during the term of this contract. Actual project awards will be based on departmental needs and Metro's assessment of your firm's ability to satisfy those public relations needs.

This Contract has an estimated value of \$1,267,471.49. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR on a project-by-project basis, as agreed upon by the CONTRACTOR and the requesting Metro Department. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or

Contract Purchase Agreement 6494938

service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION**5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION**6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

Contract Purchase Agreement 6494938

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE**7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Contract Purchase Agreement 6494938

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary

material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or

reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

Contract Purchase Agreement 6494938

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Contract Purchase Agreement 6494938

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an

Contract Purchase Agreement 6494938

undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers'

Contract Purchase Agreement 6494938

compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV

(preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national

Contract Purchase Agreement 6494938

emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

6494938

Contract Number _____

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Finn Partners, Inc.

Attention: Martin Ettlemyer

Address: 700 12th Ave S, Nashville, TN 37203

Telephone: 615-610-0314

Fax: 615-610-0314

E-mail: martin.ettlemyer@finnpartners.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Finn Partners, Inc.

Attention: Martin Ettlemyer

Address: 700 12th Ave S, Suite 400, Nashville, TN 37203

E-mail: nartin.ettlemyer@finnpartners.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6494938**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Michelle D Hernandez Lane JLR
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle D Hernandez Lane MB
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumborffe kt
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 7/28/2021
Metropolitan Clerk Date

CONTRACTOR:Finn Partners, Inc.

Company Name

Martin Ettlemeyer
Signature of Company's Contracting Officer

Martin Ettlemeyer

Officer's Name

Chief Financial Officer

Officer's Title

11:45 AM CDT

EXHIBIT A - Pricing Scenario

Contract Purchase Agreement 6494938

RFQ 942565 Public Relations Services Pricing Scenario Totals		
	Total Lump Sum Amount	SBE/SDV Participation
Total Project Billing - Pricing Scenario #1	\$60,600	\$24,150
Total Project Billing - Pricing Scenario #2	\$157,200	\$21,600
Total Project Billing - Pricing Scenario #3	\$199,015	\$35,000
Total All Scenarios	\$416,815	\$80,750

NOTE: Pricing listed is only based on the attached scenarios. Pricing over the life of the contract will be on a project-by-project basis and will be an amount that is agreed upon by both the CONTRACTOR and the requesting METRO Department.

RFQ 942565 Public Relations Services

Pricing Scenario #1

METRO PARKS: Branding of Divisions

The city’s Parks and Recreation Department offers a variety of facilities and programs throughout Davidson County, which includes 7 public golf courses, 26 community centers, 4 nature centers, 7 dog parks, 5 historical sites, and a cultural arts studio (music, dance, visual arts, and theater).

With an already strong logo that is distinguishable online and readily visible on all print documents, the department wants each facility to develop its own unique identity, while remaining visually loyal to the original logo and brand. The goal is to boost top of mind awareness for each division by branding each of the above-mentioned facilities utilizing a variety of vehicles – even its own unique logo.

After a detailed conversation with the department’s Communications Manager, it is decided you will need to: (1) meet with the Management Team, (2) meet with each division, (3) conduct a top of mind awareness survey for the current logo and its impact on one of the divisions, and (4) develop a logo for one of the above-mentioned facilities. Please be advised each meeting may last up to 6 hours.

Billing for this Project:	Total Lump Sum Amount	SBE/SDV Participation
Management Team Meetings	\$6,280	\$1,200
Divisional Meetings	\$5,270	\$1,050
Develop, Conduct, and Tally Results for Top of Mind Awareness Survey for individual divisions	\$21,875	\$16,900
Develop Logo	\$8,250	\$0
Develop Collateral Materials for division (use one division for estimate).	\$18,925	\$5,000
Total Billing for the Project	\$60,600	\$24,150

Note: SBE/SDV Participation budgets are included in the Total Lump Sum Amount column, also.

RFQ 942565 Public Relations Services

Pricing Scenario #2

PLANNING: Support for Increased Density

The population of Nashville and Davidson County continues to grow rapidly, with nearly 200,000 new residents expected in the county and 1 million in the region by 2040 and an accompanying need for residential, commercial, and other construction.

Population increase has traditionally been handled, here and elsewhere, by creating new development on the edges of the city. Developable land, though, is running out in Davidson County, and building on the edges – “building out” – will soon have to end for lack of space, leaving a need for increased density in much of the county as more people fill the available acreage. Building to accommodate that greater density is already underway; the best-known examples are demolishing an existing single-family home and building two or more on the same lot, and development of taller and larger commercial structures in and near downtown.

That development pattern, increased density as a result of population growth and economic demand, has inevitably created some tension in the community, centered largely on property price increases and displacement/inconveniencing of current residents. At the same time, that increased density provides certain benefits, including greater availability of services, reduced infrastructure cost, and increased opportunity for improved public transit.

Billing for this Project:	Total Lump Sum Amount	SBE/SDV Participation
Develop an assessment of the situation and identify key issues	\$30,100	\$12,400
Develop an action plan, including how results will be measured and related goals/metrics	\$27,500	\$0
Implement that plan and develop quantifiable result	\$99,600	\$9,200
Total Billing for the Project	\$157,200	\$21,600

Note: SBE/SDV Participation budgets are included in the Total Lump Sum Amount column, also.

RFQ 942565 Public Relations Services

Pricing Scenario #3

WATER SERVICES: Promoting Historic Site

Metro Water Services (MWS) is repurposing the historic 8th Avenue Reservoir Gate House.

MWS would like to promote the history of water in Nashville utilizing this historic landmark.

MWS requests design and production services for a permanent history exhibit that will be displayed in the gate house. The exhibit will tell the story of drinking water systems in Nashville, beginning in 1819. Much of the history is documented and Metro Archives houses several original photos. The developed website page will be housed on the MWS website under Community Education.

The developed videos will all be 3-5 minutes in link and cover the 8th Avenue Reservoir Tour, Omohundro Water Treatment Plant Architectural Tour, and K.R. Harrington Water Treatment Plant treatement process.

Billing for this Project:	Total Lump Sum Amount	SBE/SDV Participation
Develop/Design a free standing wall exhibit including relevant photos	\$29,975	\$0
Develop a website page sharing the timeline and photos electronically	\$9,395	\$0
Pre- and post-production of 3 videos able to be viewed on smart phones by accessing a QR code	\$66,725	\$20,000
Develop a book (minimum 50 pages, maximum 100 pages) documenting the history and photos	\$60,770	\$15,000
Data Collection (includes meeting with staff, research, organization, and reproduction of photos)	\$7,250	\$0
Develop Graphic Design for Exhibit	\$24,900	\$0
Total Billing for the Project	\$199,015	\$35,000

Note: SBE/SDV Participation budgets are included in the Total Lump Sum Amount column, also.

Exhibit B - Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Finn Partners, Inc.

Organization Officer Signature: Martin Ettlemeyer

Name of Organization Officer: Martin Ettlemeyer

Title: Chief Financial officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 420 Lexington Avenue Suite 2700 New York, NY 10170	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER B: Berkley National Insurance Company</td> <td>38911</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Company	25224	INSURER B: Berkley National Insurance Company	38911	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great Divide Insurance Company	25224														
INSURER B: Berkley National Insurance Company	38911														
INSURER C: Continental Casualty Company	20443														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Finn Partners, Inc. 301 East 57th Street New York NY 10022															

COVERAGES**CERTIFICATE NUMBER:** 62181780**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPA7507145-12	12/10/2020	12/10/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		CAA7507134-12	12/10/2020	12/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA7507147-12	12/10/2020	12/10/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL (E&O) LIABILITY			596406925	12/10/2020	12/10/2021	Each Occurrence 5,000,000 Aggregate 5,000,000
A	MISC. RENTED EQUIPMENT			CPA7507145-12	12/10/2020	12/10/2021	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability endorsement and automobile liability endorsement and as required by executed written contract.

Contract 6494938
 RFQ#942565 - Public Relations Services

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County
 Attn: Purchasing Agent
 Metro Courthouse
 Nashville TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY Risk Strategies Company		NAMED INSURED Finn Partners, Inc. 301 East 57th Street New York NY 10022
POLICY NUMBER CAA7507134-12		
CARRIER Berkley National Insurance Company	NAIC CODE 38911	EFFECTIVE DATE: 12/10/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)
HOLDER: Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent
ADDRESS: Metro Courthouse Nashville TN 37201

Hired Auto Physical Damage Limit:
\$125,000 any one auto / \$500,000 any one accident

Hired Auto Physical Damage Deductible:
- 10% of the loss amount subject to \$1,000 min/\$7,500 max
- Applies Per Auto



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (248) 353-5800 USI Insurance Services LLC 4000 Town Center, Suite 800 Southfield, MI 48075	CONTACT NAME: Jim Wagner PHONE (A/C, No, Ext): 248.621.9828 FAX (A/C, No): 610.537.2371 E-MAIL ADDRESS: jim.wagner@usi.com														
INSURED Finn Partners, Inc. 301 East 57th Street, 4th Floor New York, NY 10022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Specialty Insurance Company	37885														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 15412232**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWC6200428	01/01/2021	01/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 1,000,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metropolitan Government of Nashville and Davidson County
 Attn: Purchasing Agent
 Metro Courthouse
 Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

JLR

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

June 24, 2021

Pamela Evans
Finn Partners, Inc
700 12th Avenue S, Suite 400
Nashville, Tennessee 37203

Re: Letter of Assignment Consent for Contract No. 401070

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the assignment request related to Contract **401070** dated **February 10, 2017**. The original contract holder, **DVL Seigenthaler, Inc.**, agrees to assign the contract to the newly named entity, **Finn Partners, Inc.** Metro agrees to continue the contract under the new entity. The terms and conditions associated to the original contract number **401070** will be transferred to the new contract number, **6494938**. Upon execution of this Letter of Assignment Consent, Metro will finalize Contract **6494938** for signature routing. Contract **6494938** will become effective upon filing in the Metropolitan Clerk's Office. Contract **DVL Seigenthaler, Inc.** will no longer be active and will end upon filing of contract **6494938** in the Metropolitan Clerk's Office.

Contractor:
DVL Seigenthaler, Inc.

Ronald Roberts

Contracting Authority Signature

Ronald Roberts

Contracting Authority Name

6/25/2021 | 8:10 AM CDT

Date Signed

Contractor:
Finn Partners, Inc

Martin Ettlemeyer

Contracting Authority Signature

Martin Ettlemeyer

Contracting Authority Name

6/25/2021 | 12:10 PM EDT

Date Signed

**The Metropolitan Government of Nashville
and Davidson County:**

Michelle A Hernandez Lane

Purchasing Agent

6/25/2021 | 4:21 PM CDT

Date Signed

REGISTER

SIGN IN

Finn Partners enters Nashville with DVL, Seigenthaler acquisitions

January 22, 2015 by [Diana Bradley](#)

Finn Partners will merge the two agencies into a firm called DVL Seigenthaler, which will have about \$11 million in annual fees.

News



Top row (L to R): Richard Funes, Peter Finn, Ronald Roberts; Second row (L to R): Finn Partners' Alicia Young, Beth Seigenthaler, and Noah Finn

Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

Close

[REGISTER](#)[SIGN IN](#)

southeastern US.

Finn Partners will merge the two agencies into a company called DVL Seigenthaler. The combined operation will have annual fees of about \$11 million and 80 staffers, making it the largest agency in Nashville, according to a statement from Finn Partners.

DVL CEO Ronald Roberts will serve as chief executive of the new firm, while Seigenthaler CEO Beth Seigenthaler Courtney will be president. Both will report to Richard Funness, senior managing partner of Finn Partners.

There will be no layoffs as a result of the deal, said founding partner Peter Finn.

"We hope the entire management team for both firms and their employees stay with us for a long time," Finn added.

The acquisition will increase Finn Partners' global annual fees to approximately \$65 million, its offices to 12, and its employees to 450. In *PRWeek's 2014 Agency Business Report*, the firm reported global revenue of about \$44.2 million, as well as 298 employees and nine wholly owned offices worldwide.

Finn Partners is planning to close the transaction by the end of the month. Financial terms of the deal were not disclosed.

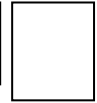
Finn said there were no global agencies operating in Nashville, which was a key factor behind the decision to acquire the two firms.

"Nashville is experiencing very strong growth and has been reported as the fastest growing economy among major cities in the US," he said.

Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

[Finn Partners: Agency Business Report 2014](#)

Close

[REGISTER](#)[SIGN IN](#)

With the addition of staffers from the two firms, Finn Partners' digital and creative group will expand to about 50 people.

All of Seigenthaler's and DVL's clients will be part of the new agency, including Jack Daniels, JM Smucker, Airbus DS Communications, Bridgestone Americas, Singer Sewing, Goodwill Industries of Middle Tennessee, and the Metropolitan Nashville Airport Authority. Finn does not expect any client conflicts to result from the merger.

Seigenthaler Courtney noted her firm's clients will gain "unparalleled access" to Finn Partners' talent and national reach. Roberts said the acquisition will give DVL staffers the opportunity to grow and develop.

"This gives our employees a chance to work on things they otherwise may not be able to do, and now our clients are working with a national agency," he said.

This is the latest in a string of acquisitions by Finn Partners since its [split from Ruder Finn in late 2011](#).

Last year, Finn Partners bought [specialist agency gabbegroup's health and education practice areas](#), as well as UK-based technology PR agency [Johnson King](#).

The firm expanded in public affairs and education after [acquiring Widmeyer Communications](#) in 2013. That same year, it scooped up Chicago-based marketing and PR firm [Healy & Schulte](#). Finn Partners also purchased travel shop [M. Silver Associates](#) in 2012.

[North America](#)[United States](#)[Finn Partners](#)[Agency](#)[Agency M&A](#)

Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

[Close](#)

REGISTER

SIGN IN

MORE...

**CINNABON SWEETENS PR WITH
FINN PARTNERS APPOINTMENT**

**FINN PARTNERS: AGENCY
BUSINESS REPORT 2015**

**PR RUNDOWN, 2.25.2015:
AMERICAN APPAREL, DKC, DVL
SEIGENTHALER**

**FINN PARTNERS RETAINS I LOVE
NEW YORK ACCOUNT**

**WITH FEWER ACQUISITION
OPTIONS, AGENCIES LOOK
OUTSIDE PR FOR NEXT DEAL**

**FINN PARTNERS ACQUIRES UK
TECH PR AGENCY JOHNSON KING**

**FINN PARTNERS ACQUIRES
GABBEGROUP'S HEALTH,
EDUCATION PRACTICES**

**FINN PARTNERS: AGENCY
BUSINESS REPORT 2014**

SPOTLIGHT: NASHVILLE

FINN PARTNERS ACQUIRES

Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

Close

REGISTER

SIGN IN

Finn Partners buys back minority investment from Stagwell Group

Finn Partners takes over Honeywell US PR work from Weber Shandwick

Turkish Airlines takes relationship with Finn Partners global

PRSSA, Finn Partners launch mentorship program for students of color

Mark Penn: MDC-Stagwell will take on 'bloated and outdated' holding companies

Have you registered with us yet?

Register now to enjoy more articles and free email bulletins

REGISTER

Already registered?

SIGN IN

Resources

Bellwether Survey 2020

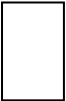
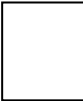
Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

Trends Shaping 2020

Close

REGISTER

SIGN IN



Find a Job

PR Podcast

Subscribe to PRWeek

VIEW MORE



Get our email newsletters

Text size **A** **A** **A**

PRWEEK

ABOUT PRWEEK

ABOUT US

CONTACT US

EDITORIAL CALENDAR

ADVERTISE

SUBSCRIBE

SUBSCRIBE TO PRWEEK

NEWSLETTERS

Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

GLOBAL

Close

REGISTER

SIGN IN



© Haymarket Media Group Ltd. | [Terms & Conditions](#) | [Cookie Notice](#) | [Privacy Notice](#)



Welcome to prweek.com. This site uses Cookies to provide you with the best possible experience. To learn more please view our [Cookie Notice](#).

Close