

School Board of Brevard County
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent



March 20, 2019

ORIGINAL

Nick Iarossi
Capital City Consulting LLC
101 East College Avenue, Suite 502
Tallahassee, FL 32301

Email: niarossi@capcityconsult.com

RE: BID RENEWAL REQUEST
RFP 16-P-080-EP – State Lobbying Consulting Services

Dear Mr. Iarossi:

Our current contract with your firm expires on July 31, 2019. Pending Board approval, we would like to renew this contract for an additional two (2) year period. The bid's terms and conditions allow for one (1) two (2) year renewal of the contract under the same terms and conditions if agreeable to both parties.

The two (2) year renewal period would begin on August 1, 2019 and expire on July 31, 2021. If you are agreeable to renewing the contract, please sign below and mail the ORIGINAL to the Office of Purchasing Services of the School Board of Brevard County or send a high-quality scan to the email listed below by April 15, 2019 so we may ensure the contract continues uninterrupted. You will be notified when this renewal is Board approved.

Please contact Dawn D. Richer, Purchasing Manager at 321-633-1000, ext. 637 or by email at Richer.Dawn@brevardschools.org if you should have any questions. Thank you for your past services, and we look forward to working with you in the future.

Sincerely,

Dawn D. Richer, CPPB, FCPA
Manager of Purchasing and Warehouse Services

Capital City Consulting LLC agrees to a two (2) year renewal of RFP 16-P-080-EP until July 31, 2021. The terms and conditions of the Bid remain in full force and effect except for the term, which is renewed by this letter.

Signature

Nick Iarossi, Member

Printed Name and Title

March 20, 2019

Date

Accepted:

The School Board of Brevard County, Florida

Attested by:

Tina Descovich, Board Chairman

4-23-19

Date

Mark W. Mullins, Ed.D., Superintendent

4/25/19

Date



Contract # RFP #16-P-080-EP
Approval Date: 7/19/16

**The School Board of Brevard County, Florida
Sales and Services Agreement**

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Capital City Consulting, LLC with an address of 101 East College Ave, Suite 502; Tallahassee, FL 32301 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
Provide State Lobbying consultant services to enhance and support the School Board's financial interests related to Capital Outlay and the Florida Education Finance Program.

Said services shall be completed to the satisfaction of Michelle Irwin, Assistant Superintendent of Government & Community Relations.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
The Firm's location, School Board ESF and via Conference Calls.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until 07/30/2019, with the option to renew for one (1) additional two (2) year periods, unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

A. A fixed rate of \$ 50,000.00 annually (as detailed in Best and Final Offer).

B. A not to exceed amount of \$10,000.00 annually has been authorized for Travel.

Expenses shall only be incurred as authorized by School Board and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board. The Contractor has completed and signed the attached Exhibit B, Vendor Conflict of Interest Disclosure Form.

Updated 8-15-12

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, the appropriate court of the Eighteenth Judicial Circuit Courts of Brevard County may be engaged to settle this dispute.

8. **Insurance.** The Contractor/Vendor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 8.1 below is required of all contractors and vendors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured then the School Board reserves the right terminate this agreement.

2. Insurance listed in 8.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 8.3 below: Any contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 8.4 below: All contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 8.1 to 8.5 below as specifically marked by representatives of the Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Brevard County.

8.1. Commercial General Liability Insurance:
 Negligence including Bodily Injury and Property Damage
 Per Occurrence - \$1,000,000
 General Aggregate - \$2,000,000

8.2. Product Liability and/or Completed Operations Insurance:
 Negligence Including Bodily Injury and property damage - \$1,000,000
 Products - Completed Operations Aggregate - \$2,000,000

8.3. Automobile Liability:

Attachment G

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	\$ 500,000
Combined Single Limit (each accident) -	\$1,000,000
<input checked="" type="checkbox"/> 8.4. Workers' Compensation/Employer's Liability:	
W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000
<input type="checkbox"/> 8.5. Professional Liability Insurance (Errors and Omissions):	
For services, goods or projects that will exceed \$1,000,000 in values over a year.	
Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000
For services, goods or projects that will not exceed \$1,000,000 in values over a year.	
Each Claim -	\$ 250,000
Annual Aggregate -	\$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Effective July 1, 2013, the Florida Legislature enacted Florida Statute 119.0701. This

statute requires that all contractors shall comply with Florida's public record laws with respect to services performed on behalf of the School District. Specifically, the statute requires that contractors:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

18. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Attachment G

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarmments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

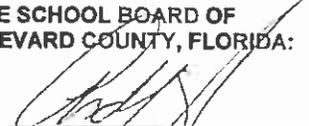
20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

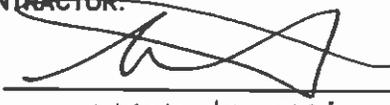
21. This Agreement is subject to immediate cancellation by the School Board if Contractor fails to return an executed copy to the Purchasing Department within seven (7) days from receipt of this Agreement from the School Board.

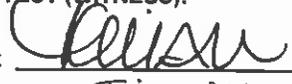
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:

By: 
Andrew J. Ziegler, Chairman
Date Approved: 8/19/16

ATTEST (WITNESS):
By: 
Desmond K. Blackburn, Ph.D., Superintendent

CONTRACTOR:
By: 
Print Name: Nick Iarossi
Title: Member
Date: 7-18-2016

ATTEST (WITNESS):
By: 
Print Name: Tina Oliver
Title: Admin. Asst.

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	AMOUNT

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Nick Iarossi, Partner
Email Address: niarossi@capcityconsult.com
Phone Number: 850-222-9075
Fax Number: 850-222-9073



EXHIBIT A
VENDOR CONFLICT OF INTEREST
DISCLOSURE FORM

DISCLOSURE REQUIREMENT:

All businesses ("VENDORS" or "VENDOR" or "VENDOR'S") that wish to conduct business with Brevard Public Schools ("BPS") must complete and return this form. Please note that all VENDORS are subject to the BPS Code of Ethics, which prohibits BPS employees, BPS consultants, and School Board members from having certain personal, business, or family relationships with persons or entities conducting (or proposing to conduct) business with BPS and which additionally prohibits the acceptance of gifts from VENDORS. The entire Code of Ethics may be viewed at <http://ethics.brevard.k12.fl.us>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a VENDOR has a disclosable relationship, the VENDOR should assume that the relationship may pose a conflict of interest until notified to the contrary in writing by a BPS staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of BPS employees, BPS consultants or School Board members. Accordingly, disclosure also should be made for any such person connected with Vendor (e.g., officer, director, partner, shareholder, employee, sub-contractor, consultant, agent) that is likely to: (i) materially contribute to VENDOR'S preparation, drafting, or presentation of a proposal or bid for services, (ii) materially contribute to VENDOR'S negotiation of a contract with BPS, or (iii) perform material services under a contract with BPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to VENDOR'S knowledge, there is no conflict of interest involving the VENDOR named below that would violate the BPS Code of Ethics, including that: (a) after inquiry, neither VENDOR nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any BPS employee, consultant, or Board member or his or her family member; (b) no BPS employee, consultant, or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in VENDOR or is engaged in a material personal business transaction with VENDOR; and (c) no BPS employee, consultant or Board member or his or her family member is employed by VENDOR. I further certify that, during any period prohibited by an applicable solicitation, neither the VENDOR nor anyone acting on its behalf has requested that any employee, consultant, or Board member of BPS exert any influence to secure the appointment of VENDOR under a contract or proposed contract.

VENDOR INFORMATION:

VENDOR Name: Capital City Consulting, L.L.C.

VENDOR Phone Number: (850) 222-9075

VENDOR Address: 101 E. College Ave., Ste. 502
Tallahassee, FL 32301

Federal Identification Number: 01-0759013

State of Incorporation or Domicile: Florida

Continued...

Vendor Conflict of Interest Disclosure Form

DISCLOSURE STATEMENT:

I BELIEVE THAT THE VENDOR REFERENCED ON PAGE 1 DOES have a potential conflict (or conflicts) of interest with a current or potential BPS employee(s), BPS consultant(s), or BPS School Board Member(s).

- Yes, the above statement is true.
- No, the above statement is not true.

If you checked "YES" above, please provide the following information:

LIST the name(s) of BPS employee(s), BPS School Board member(s), BPS consultant(s), or BPS employees', BPS School Board members', or BPS consultants' family member(s) with whom there may be a conflict of interest:

1.

PROVIDE A BRIEF DESCRIPTION of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named herein, and that all of the information I am providing is true and complete and to the best of my knowledge:

Nick Larossi

Print the name of the VENDOR'S Authorized Representative

Member, Capital City Consulting, L.L.C.

Print the Position/Title of the VENDOR'S Authorized Representative

VENDOR'S Authorized Representative's Signature

7.14.2016

Date



CERTIFICATE OF LIABILITY INSURANCE

CAPITAL OP ID: KN

DATE (MM/DD/YYYY)

05/16/2016

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 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 Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Brown & Brown, Inc. - TLH	CONTACT NAME: Brown & Brown, Inc. - TLH
	PHONE (A/C, No, Ext): 850-656-3747
	FAX (A/C, No): 850-656-4065
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Zenith Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Capital City Consulting, LLC
101 EAST COLLEGE AVE SUITE 502
Tallahassee, FL 32301

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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		N/A	Z127447301	10/25/2015	10/25/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

Certificate of Insurance	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

PURCHASE ORDER

SCHOOL BOARD OF BREVARD COUNTY
 2700 JUDGE FRAN JAMIESON WAY
 VIERA, FL. 32940-6601
 Telephone (321) 633-1000

PURCHASE ORDER NO.
P/O #: 21703662
PAGE: 1

Vendor: V0000230899

P.O. NUMBER MUST APPEAR ON ALL INVOICES AND CORRESPONDENCE

VENDOR: CAPITAL CITY CONSULTING, LLC
 101 E. COLLEGE AVENUE
 SUITE 502
 TALLAHASSEE FL 32301

SHIP TO: GOVERNMENT-COMMUNITY RELATIONS
 ATTN: TRICIA GURRISI
 2700 JUDGE FRAN JAMIESON WAY
 VIERA FL 32940-6601

PHONE NUMBER: 321-633-1000

DATE: 09/08/2016

REQ: 912200019

Invoices may be submitted electronically to accounts.payable@brevardschools.org

QTY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
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12	EACH	CONSULTING	Legislative representation	4166.6700	50000.04
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				TOTAL	50,000.04

100.9122.001191.7720.312.000	50,000.04
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PURCHASING CONDITIONS: (See Reverse Side)

- Itemized invoice for this purchase shall be rendered immediately following shipment
- Invoice must be marked ORIGINAL, and sent to
 2700 JUDGE FRAN JAMIESON WAY
 VIERA, FL 32940-6601
 ATTN OFFICE OF ACCOUNTING SERVICES
- Unless otherwise specified, all shipments must be F O B destination, Freight Prepaid
- The purchase order number must be shown by the vendor on all related invoices, delivery papers, bill of lading, packages, and correspondence
- Any questions concerning this Purchase Order must be directed to the SHIP TO address or phone number stated above

I hereby certify that funds are available in the budget to cover this purchase order, and approval is hereby granted.

Ed Parker

Director of Purchasing & Warehouse Services

The School Board of Brevard County is exempt from the following taxes:

- State of Florida Sales Tax Certificate No 85-8012621745C-3
- Federal Excise Tax Exemption Certificate Number 59-6000522

School Board of Brevard County
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Desmond K. Blackburn, Ph.D., Superintendent



July 26, 2016

Nick Iarossi
Capital City Consulting, LLC
101 East College Ave, Suite 502
Tallahassee, FL 32301

RE: NOTICE OF AWARD
RFP 16-P-080-EP- State Lobbying Consultant Services

Dear Mr. Iarossi:

The School Board of Brevard County, Florida, meeting in official session on July 19, 2016, voted to award the above mention Request for Proposal to your firm, Capital City Consulting, LLC.

The contract term is three years from August 1, 2016 with the option to renew annually for up to one additional two year period. You may view the solicitation and all associated documents for this bid at:

<http://www.demandstar.com/>

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

If applicable, please provide certificate of insurance and W-9 as required per contract terms and conditions to the buyer listed below.

Please contact me at 321-633-1000 ext. 645 or by email at parker.edward@brevardschools.org if you should have any questions. Thank you for your continued interest in the School District of Brevard County.

Sincerely,

Ed Parker, CPPO, CPPB
Director of Purchasing and Warehouse Services

CC: Bid Folder

Ed Parker, CPPO, CPPB
Director - Office of Purchasing & Warehouse Services
Phone: (321) 633-1000 Ext. 645 · FAX: (321) 633-3618
Warehouse: (321) 633-3680 Ext. 14100 · FAX: (321) 633-3698



July 18, 2016

Desmond K. Blackburn, Ph.D., Superintendent
The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

Dear Ms. Blackburn:

In accordance with Florida reporting obligations required of lobbying firms, Capital City Consulting must report percentages of our consulting fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 20% toward executive branch lobbying efforts and 80% toward legislative.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Iarossi', with a long horizontal line extending to the right.

Nick Iarossi
Member



Contract # RFP #16-P-080-EP
Approval Date: 7/19/16

**The School Board of Brevard County, Florida
Sales and Services Agreement**

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Capital City Consulting, LLC with an address of 101 East College Ave, Suite 502; Tallahassee, FL 32301 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
Provide State Lobbying consultant services to enhance and support the School Board's financial interests related to Capital Outlay and the Florida Education Finance Program.

Said services shall be completed to the satisfaction of Michelle Irwin, Assistant Superintendent of Government & Community Relations.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
The Firm's location, School Board ESF and via Conference Calls.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until 07/30/2019, with the option to renew for one (1) additional two (2) year periods, unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

A. A fixed rate of \$ 50,000.00 annually (as detailed in Best and Final Offer).

B. A not to exceed amount of \$10,000.00 annually has been authorized for Travel.

Expenses shall only be incurred as authorized by School Board and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board. The Contractor has completed and signed the attached Exhibit B, Vendor Conflict of Interest Disclosure Form.

Updated 8-15-12

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, the appropriate court of the Eighteenth Judicial Circuit Courts of Brevard County may be engaged to settle this dispute.

8. **Insurance.** The Contractor/Vendor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 8.1 below is required of all contractors and vendors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured then the School Board reserves the right terminate this agreement.

2. Insurance listed in 8.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 8.3 below: Any contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 8.4 below: All contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 8.1 to 8.5 below as specifically marked by representatives of the Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Brevard County.

8.1. Commercial General Liability Insurance:
 Negligence including Bodily Injury and Property Damage
 Per Occurrence - \$1,000,000
 General Aggregate - \$2,000,000

8.2. Product Liability and/or Completed Operations Insurance:
 Negligence Including Bodily Injury and property damage - \$1,000,000
 Products - Completed Operations Aggregate - \$2,000,000

8.3. Automobile Liability:

Attachment G

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	\$ 500,000
Combined Single Limit (each accident) -	\$1,000,000
<input checked="" type="checkbox"/> 8.4. Workers' Compensation/Employer's Liability:	
W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$ 100,000
E.L. Disease - Each Employee	\$ 100,000
E.L. Disease - Policy Limit	\$ 500,000
<input type="checkbox"/> 8.5. Professional Liability Insurance (Errors and Omissions):	
For services, goods or projects that will exceed \$1,000,000 in values over a year.	
Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000
For services, goods or projects that will not exceed \$1,000,000 in values over a year.	
Each Claim -	\$ 250,000
Annual Aggregate -	\$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Effective July 1, 2013, the Florida Legislature enacted Florida Statute 119.0701. This

statute requires that all contractors shall comply with Florida's public record laws with respect to services performed on behalf of the School District. Specifically, the statute requires that contractors:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

18. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Attachment G

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarmments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

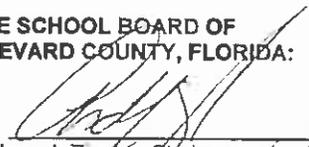
20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

21. This Agreement is subject to immediate cancellation by the School Board if Contractor fails to return an executed copy to the Purchasing Department within seven (7) days from receipt of this Agreement from the School Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:

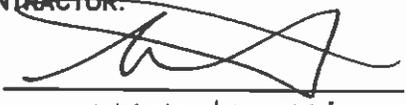
By: 
Andrew J. Ziegler, Chairman

Date Approved: 8/19/16

ATTEST (WITNESS):

By: 
Desmond K. Blackburn, Ph.D., Superintendent

CONTRACTOR:

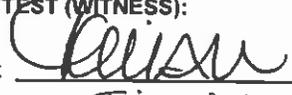
By: 

Print Name: Nick Iarossi

Title: Member

Date: 7-18-2016

ATTEST (WITNESS):

By: 

Print Name: Tina Oliver

Title: Admin. Asst.

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	AMOUNT

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Nick Iarossi, Partner
Email Address: niarossi@capcityconsult.com
Phone Number: 850-222-9075
Fax Number: 850-222-9073



EXHIBIT A
VENDOR CONFLICT OF INTEREST
DISCLOSURE FORM

DISCLOSURE REQUIREMENT:

All businesses ("VENDORS" or "VENDOR" or "VENDOR'S") that wish to conduct business with Brevard Public Schools ("BPS") must complete and return this form. Please note that all VENDORS are subject to the BPS Code of Ethics, which prohibits BPS employees, BPS consultants, and School Board members from having certain personal, business, or family relationships with persons or entities conducting (or proposing to conduct) business with BPS and which additionally prohibits the acceptance of gifts from VENDORS. The entire Code of Ethics may be viewed at <http://ethics.brevard.k12.fl.us>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a VENDOR has a disclosable relationship, the VENDOR should assume that the relationship may pose a conflict of interest until notified to the contrary in writing by a BPS staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of BPS employees, BPS consultants or School Board members. Accordingly, disclosure also should be made for any such person connected with Vendor (e.g., officer, director, partner, shareholder, employee, sub-contractor, consultant, agent) that is likely to: (i) materially contribute to VENDOR'S preparation, drafting, or presentation of a proposal or bid for services, (ii) materially contribute to VENDOR'S negotiation of a contract with BPS, or (iii) perform material services under a contract with BPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to VENDOR'S knowledge, there is no conflict of interest involving the VENDOR named below that would violate the BPS Code of Ethics, including that: (a) after inquiry, neither VENDOR nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any BPS employee, consultant, or Board member or his or her family member; (b) no BPS employee, consultant, or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in VENDOR or is engaged in a material personal business transaction with VENDOR; and (c) no BPS employee, consultant or Board member or his or her family member is employed by VENDOR. I further certify that, during any period prohibited by an applicable solicitation, neither the VENDOR nor anyone acting on its behalf has requested that any employee, consultant, or Board member of BPS exert any influence to secure the appointment of VENDOR under a contract or proposed contract.

VENDOR INFORMATION:

VENDOR Name: Capital City Consulting, L.L.C.

VENDOR Phone Number: (850) 222-9075

VENDOR Address: 101 E. College Ave., Ste. 502
Tallahassee, FL 32301

Federal Identification Number: 01-0759013

State of Incorporation or Domicile: Florida

Continued...

Vendor Conflict of Interest Disclosure Form

DISCLOSURE STATEMENT:

I BELIEVE THAT THE VENDOR REFERENCED ON PAGE 1 DOES have a potential conflict (or conflicts) of interest with a current or potential BPS employee(s), BPS consultant(s), or BPS School Board Member(s).

- Yes, the above statement is true.
 No, the above statement is not true.

If you checked "YES" above, please provide the following information:

LIST the name(s) of BPS employee(s), BPS School Board member(s), BPS consultant(s), or BPS employees', BPS School Board members', or BPS consultants' family member(s) with whom there may be a conflict of interest:

1.

PROVIDE A BRIEF DESCRIPTION of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named herein, and that all of the information I am providing is true and complete and to the best of my knowledge:

Nick Larossi

Print the name of the VENDOR'S Authorized Representative

Member, Capital City Consulting, L.L.C.

Print the Position/Title of the VENDOR'S Authorized Representative



VENDOR'S Authorized Representative's Signature

7.14.2016

Date