

INSURANCE | RISK MANAGEMENT | EMPLOYEE BENEFITS

LETTER OF INTENT

May 22, 2013

Attn: James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
101 Hendrickson Avenue
Brick, NJ 08724

Dear James:

The undersigned, as Respondent, has (have) submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the Brick Township Board of Education ("Board"), dated May 21, 2013, in connection with the Board's need for Insurance Brokerage Services for Health Benefits.

Conner Strong & Buckelew HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Conner Strong & Buckelew agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Board's procurement schedule.
3. Conner Strong & Buckelew acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Conner Strong & Buckelew hereby declares that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into with respect thereto. Additional

persons may subsequently be included as participating Principals, but only if acceptable to the Board. Conner Strong & Buckelew declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

5. Conner Strong & Buckelew acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Board shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

6. Conner Strong & Buckelew acknowledges that the provision of Insurance Brokerage Service for Health Benefits must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

7. Conner Strong & Buckelew submits a proposal for fixed fees (not commission based) including out of pocket expenditures, as follows:

| | <u>2013/2014</u> | <u>2014/2015</u> | <u>2015/2016</u> |
|---------------|------------------|------------------|------------------|
| Medical * | \$ 0 | \$0 | \$0 |
| Prescription | \$15,000 | \$15,000 | \$15,000 |
| Dental | \$5,000 | \$5,000 | \$5,000 |
| TOTAL: | \$20,000 | \$20,000 | \$20,000 |

* In the event that the District leaves the State Educator's Health Benefit Plan (state plan) for medical coverage, Conner Strong & Buckelew shall charge an additional Annual Consulting Fee of \$60,000 to manage the medical plan. This shall be in addition to the Annual Consulting Fees reflected above for Prescription and Dental. The \$60,000 Annual Consulting Fee for the medical plan outside of the state plan shall remain unchanged (annually at \$60,000) for the periods 2013/2014, 2014/2015 and 2015/2016.

Note: As of the issuance date of this RFP the Board has its Medical Coverage through the New Jersey State Health Benefits plan. While remaining in that plan the Insurance Brokerage Services for Health Benefits respondent acknowledges that no fee will be paid by the Board for Medical.

8. Conner Strong & Buckelew agrees, that if selected by the Board, to perform services outlined in RFP. Conner Strong & Buckelew further agrees that if at any time during the period covered by this RFP, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and Conner Strong & Buckelew will reimburse the Board any cost

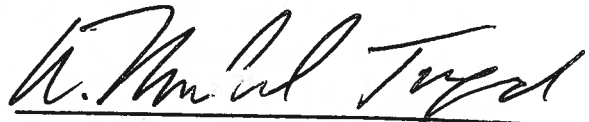
difference between fee that would have been paid and the cost paid by the Board.

9. Conner Strong & Buckelew agrees to defend, indemnify and hold the Brick Township Board of Education harmless with respect to any claim for injury to person or property arising out of acts of Conner Strong & Buckelew, its subsidiaries, parents, agents, principals or employees.

10. Conner Strong & Buckelew agrees that the services are being delivered and are intended to be performed in the State of New Jersey and shall be constructed and enforced in accordance with the laws of that State.

11. Conner Strong & Buckelew agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)



W. Michael Tiagwad, Chief Executive Officer
Conner Strong & Buckelew

Dated: 5/24/13