



PURCELL MULCAHY FLANAGAN

THOMAS M. MULCAHY
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RITA F. BARONE
ALYSSA K. WEINSTEIN

COUNSEL:

GRAHAM T. ROSS

- * CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
- ♦ ALSO MEMBER OF PA BAR
- ♦ ALSO MEMBER OF NY BAR

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VIRGINIA B. MORAN ♦
DEBRA H.

MICHELLE M. SCHOTT
ROBERT M. TOSTI

JOSEPH R. PURCELL (1932-2016)

March 6, 2018

James W. Edwards, Jr., CPA/Business Administrator/Board Secretary
Brick Township Public Schools
101 Hendrickson Avenue
Brick, New Jersey 08724

Dear Mr. Edwards:

The undersigned, as Respondent, has submitted the attached Proposal Statement in response to a Request for Qualifications (RFQ), issued by the Brick Township Board of Education ("Board"), dated February 23, 2018 in connection with the Board's need for Legal Counsel for Special Education Matters.

PURCELL, MULCAHY & FLANAGAN HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Purcell, Mulcahy & Flanagan agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the Board's procurement schedule.
3. Purcell, Mulcahy & Flanagan acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Purcell, Mulcahy & Flanagan 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. Purcell, Mulcahy & Flanagan 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. Purcell, Mulcahy & Flanagan 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 RFQ.

6. Purcell, Mulcahy & Flanagan acknowledges that the provision of Legal Counsel for Special Education Matters 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. Purcell, Mulcahy & Flanagan submits a proposal for fixed fees, including out of pocket expenditures, as follows:

	2017/2018	2018/2019	2019/2020
Hourly Rate	\$145/hr	\$145/hr	\$145/hr

All fees for all services covered by the RFQ shall be inclusive of reimbursable/out of pocket expenses except as follows:

- Fees paid to jurisdiction on behalf of Board
- Delivery Service expenses pre-approved by Board

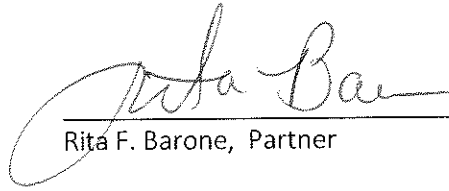
8. Purcell, Mulcahy & Flanagan agrees, that if selected by the Board, to perform services outlined in RFQ. Purcell, Mulcahy & Flanagan further agrees that if at any time during the period covered by this RFQ, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and Purcell, Mulcahy & Flanagan will reimburse the Board any costs difference between fee that would have been paid and the cost paid by the Board.

9. Purcell, Mulcahy & Flanagan 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 Purcell, Mulcahy & Flanagan, its subsidiaries parents, agents, principals or employees.

10. Purcell, Mulcahy & Flanagan 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. Purcell, Mulcahy & Flanagan 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 spaced provided below. If a joint venture, appropriate officers of each company shall sign.)



A handwritten signature in cursive script, appearing to read "Rita Barone", is written over a horizontal line.

Rita F. Barone, Partner

Purcell, Mulcahy & Flanagan, LLC

One Pluckemin Way

P.O. Box 754

Bedminster, New Jersey 07921

Dated: March 6, 2018

If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Intent.