



Insurance | Risk Management | Consulting

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United States

LETTER OF INTENT  
(Contract/Agreement)

Attn: Joseph Colombo  
Gallagher Benefit Services, Inc. (Gallagher)  
707 State Road, Suite 101  
Princeton, NJ 08540

March 18, 2019

Dear Mr. Edwards:

The undersigned, (Gallagher) as Respondent, has submitted the attached Proposal Statement in response to a request, issued by the Brick Township Board of Education ("Board"), dated March 18, 2019, in connection with the Board's need for a **Provider of Insurance Brokerage Services for Health Benefits**.

Gallagher HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Gallagher agrees to participate in good faith in the procurement process as described in the solicitation and to adhere to the Board's procurement schedule.
3. Gallagher acknowledges that all costs incurred by them in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the solicitation, or any negotiation which results there from shall be borne exclusively by Gallagher.
4. Gallagher 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. Gallagher 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. Gallagher 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 Gallagher for any costs incurred by Gallagher with respect to the procurement activities described in this solicitation.
6. Gallagher acknowledges that the provision of **Provider of Insurance Brokerage Services for Health Benefits** must comply with all applicable affirmative action and similar laws. Gallagher hereby agrees to take such actions as are required in order to comply with such applicable laws.

7. Gallagher submits a proposal including out of pocket expenditures, as follows:

	July 1, 2019- June 30, 2020	July 1, 2020- June 30, 2021	July 1, 2021- June 30, 2022	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024
Medical	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$55,000</u>	<u>\$55,000</u>
Prescription	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>
Dental	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$10,000</u>

Note: If at any time during the contract term the Board elects to return to the New Jersey Health Benefits Plan for Medical and/or Prescription coverage, the respective fees for each will no longer be paid by the Board for said coverage.

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

9. Gallagher 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 Gallagher, its subsidiaries, parents, agents, principals or employees.

10. Gallagher 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. Gallagher agrees that the services may be terminated by the Board by giving Gallagher 30 days advance written notice.

12. Gallagher agrees that this agreement constitutes the entire agreement to be entered into between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to the subject matter hereof. This agreement may only be amended by writing signed by both parties.

  
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Signature

Joseph Colombo, Area Vice President

Gallagher Benefit Services, Inc. (Gallagher)

Dated: 3/18/2019