



August 6, 2020

Attn: Mr. James W. Edwards, Jr., CPA
Brick Township Board of Education
101 Hendrickson Avenue
Brick, NJ 08724

Dear Mr. Edwards:

The undersigned, as Respondent, has (have) submitted the attached Proposal Statement in response to a request, issued by the Brick Township Board of Education ("Board"), dated August 6, 2020, in connection with the Board's need for Substitute Teaching and Substitute Paraprofessional Services.

ESS Northeast, LLC HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. ESS Northeast, LLC 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. ESS Northeast, LLC 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 solicitation, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. ESS Northeast, LLC hereby declares (declare) 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. ESS Northeast, LLC 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. ESS Northeast, LLC 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 solicitation.



6. ESS Northeast, LLC acknowledges that the provision of Substitute Teaching and Substitute Paraprofessional Services Provider 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. ESS Northeast, LLC submits a proposal including out of pocket expenditures, as follows:

<u>Substitute Teacher</u>	<u>Amount to be Paid to Substitute</u>	<u>Placement Fee</u>	<u>Total Daily Fee</u>
Full Day Substitute	\$90.00	+ \$23.85	= \$113.85
Half Day Daily Substitute	\$45.00	+ \$11.93	= \$56.93
Full Day Long Term Substitute	\$100.00	+ \$26.50	= \$126.50
Half Day Long Term Substitute	\$50.00	+ \$13.25	= \$63.25
Full Day Specialized Long Term Substitute	\$125.00	+ \$33.13	= \$158.13
Half Day Specialized Long Term Substitute	\$62.50	+ \$16.56	= \$79.06
 <u>Substitute Paraprofessional</u>			
	<u>Amount to be Paid to Substitute</u>	<u>Placement Fee</u>	<u>Total Daily Fee</u>
Full Day Substitute	\$75.13	+ \$19.91	= \$95.04
Half Day Daily Substitute	\$37.57	+ \$9.96	= \$47.53

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

9. ESS Northeast, LLC 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 ESS Northeast, LLC, its subsidiaries, parents, agents, principals or employees.



10. ESS Northeast, LLC 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. ESS Northeast, LLC agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

12. ESS Northeast, LLC 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.

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

A handwritten signature in black ink, appearing to read 'R. Glisk', is written over a horizontal line.

(Signature of Chief Executive Officer or Individual)

Ron Glisk, Senior VP of Sales and Marketing

ESS Northeast, LLC

Dated: 8/4/2020