

# WEINER LAW GROUP<sub>LLP</sub>

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JOSEPH F. RANIERI  
Member of the Firm

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August 3, 2020

## LETTER OF INTENT (Contract/Agreement)

Attn: 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 (have) submitted the attached Proposal Statement in response to a Request for Proposal (RFP), issued by the Brick Township Board of Education ("Board"), dated July 9, 2020, in connection with the Board's need for Legal Counsel for Special Education Matters.

### WEINER LAW GROUP LLP HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Weiner Law Group LLP 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. Weiner Law Group LLP 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. Weiner Law Group LLP 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. Weiner Law Group LLP 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. Weiner Law Group LLP 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. Weiner Law Group LLP 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. Weiner Law Group LLP submits a proposal for fixed fees, including out of pocket expenditures, as follows:

	2020/2021	2021/2022	2022/2023
Hourly Rate	\$ <u>145.00</u> /hr	\$ <u>145.00</u> /hr	\$ <u>145.00</u> /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. Weiner Law Group LLP agrees, that if selected by the Board, to perform services outlined in RFP. Weiner Law Group LLP 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 Weiner Law Group LLP will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.

9. Weiner Law Group LLP 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 Weiner Law Group LLP, its subsidiaries, parents, agents, principals or employees.

10. Weiner Law Group LLP agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

11. Weiner Law Group LLP agrees, that if selected by the Board, to perform services outlined in the solicitation.

Weiner Law Group LLP 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 Weiner Law Group LLP will reimburse the

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Board any cost difference between fee that would have been paid and the cost paid by the Board if said cost is higher.

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

  
\_\_\_\_\_  
(Signature of Chief Executive Officer or individual)

Joseph F. Ranieri, Esq. – Partner  
\_\_\_\_\_  
(Typed Name and Title)

Weiner Law Group LLP  
\_\_\_\_\_  
(Type Name of Firm)

Dated: August 7, 2020