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LETTER OF INTENT

September 1, 2020

VIA MESSENGER SERVICE

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 Proposal (RFP), issued by the Brick Township Board of Education (“Board”), dated August 26, 2020, in connection with the Board’s need for **Labor Counsel Services**.

Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC acknowledges that all costs incurred by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC.
4. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, 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. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC with respect to the procurement activities described in this RFP.

6. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC acknowledges that the provision of **Labor Counsel Services** must comply with all applicable affirmative action and similar laws. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC hereby agrees to take such actions as are required in order to comply with such applicable laws.

7. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC submits a proposal for fixed fees, including out of pocket expenditures, as follows:

	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
Attorney	\$150/hr	\$155/hr	\$160/hr

8. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees, that if selected by the Board, to perform services outline in RFP. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.

9. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, its subsidiaries, parents, agents, principals or employees.

10. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

11. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees, that if selected by the Board, to perform services outlined in the solicitation. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board is said cost is higher.

Very truly yours,



Lester E. Taylor III, Esq.

Partner

LET/nmw

Enclosures: 1

Dated: September 1, 2020