

**LETTER OF INTENT
(Contract/Agreement)**

July 22, 2020

**Attn: James W Wrdwards
101 Hendrickson Avenue
Bricks, New Jersey 08724**

Dear:

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 July 22,2020 in connection with the Board's need for Temple University - Of The Commonwealth System of Higher Education

Temple University - Of The Commonwealth System of Higher Education HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education acknowledges that the provision of Temple University - Of The Commonwealth System of Higher Education 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. Temple University - Of The Commonwealth System of Higher Education submits a proposal including out of pocket expenditures, as follows: \$ 120,000

8. Temple University - Of The Commonwealth System of Higher Education agrees, that if selected by the Board, to perform services outlined in the solicitation. (Name of Respondent) 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 (Name of Respondent) will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.

9. Temple University - Of The Commonwealth System of Higher Education 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 (Name of Respondent), its subsidiaries, parents, agents, principals or employees.

10. Temple University - Of The Commonwealth System of Higher Education 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. (Temple University - Of The Commonwealth System of Higher Education) agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

12. Temple University - Of The Commonwealth System of Higher Education 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.)



Kenneth Kaiser, Vice President, CFO and

Treasurer
Temple University - Of The Commonwealth System of Higher Education

Dated: Aug 4, 2020