

SSE&C

Schwartz Simon  
Edelstein & Celso LLC  
ATTORNEYS AT LAW

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*Please Reply to Whippany Office*

## LETTER OF INTENT

June 10, 2013

### **VIA HAND DELIVERY**

James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary  
**Brick Township Public Schools**  
101 Hendrickson Avenue  
Brick, NJ 08724

**RE: RFP: Legal Counsel for Special Education Matters**

Dear Mr. Edwards:

The undersigned, as Respondent, have submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the Brick Township Board of Education ("Board"), dated June 11, 2013, in connection with the Board's need for Legal Counsel for Special Education Matters.

SCHWARTZ SIMON EDELSTEIN & CELSO LLC ("SSE&C")  
HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. SSE&C 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. SSE&C acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal Statement and any proposal

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10017

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prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.

4. SSE&C 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. SSE&C 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. SSE&C 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. SSE&C 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. SSE&C submits a proposal for fixed fees, including out of pocket expenditures, as follows:

Special Education	2013/2014	2014/2015	2015/2016
Counsel Services:			
Attorney – Partner Level	\$ <u>165.00</u> /hr	\$ <u>168.00</u> /hr	\$ <u>171.00</u> / hr
Attorney – Associate Level	\$ <u>165.00</u> /hr	\$ <u>168.00</u> /hr	\$ <u>171.00</u> / hr
Paralegal	\$ <u>100.00</u> /hr	\$ <u>102.00</u> /hr	\$ <u>104.00</u> / hr

James W. Edwards, Jr., CPA  
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June 10, 2013  
Page 3

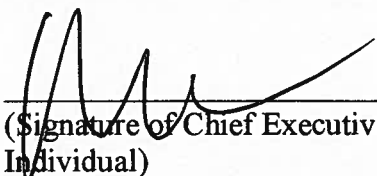
8. SSE&C agrees, that if selected by the Board, to perform services outlined in RFP. SSE&C further agrees that if at any time during the period covered by this RFP, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and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

9. SSE&C 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 SSE&C, its subsidiaries, parents, agents, principals or employees.

10. SSE&C 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. SSE&C agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

(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)

Lawrence S. Schwartz  
Managing Director  
\_\_\_\_\_  
(Typed Name and Title)

SCHWARTZ SIMON  
EDELSTEIN & CELSO LLC  
\_\_\_\_\_  
(Type Name of Firm)\*

Dated: 6/10/13

\* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Intent.