

4. *An executed Letter of Intent (See Appendix B).*

Appendix B
Letter of Intent

May 5, 2014

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

Dear Mr. Edwards,

The undersigned, as Respondent, has submitted the attached Proposal Statement in response to a Request for Qualifications (RFQ), issued by the Brick Township Board of Education ("Board"), dated March 21, 2014, in connection with the Board's need for Insurance Brokerage/Consultant Services for Workers' Compensation Self-Insurance Program.

William H. Connolly, Jr. HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. William H. Connolly & Co., LLC agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the Board's procurement schedule.
3. William H. Connolly & Co., LLC acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results there from shall be borne exclusive by the Respondent.
4. William H. Connolly & Co., LLC hereby declares that the only persons participating in this Proposal Statement as Principals are the 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. William H. Connolly & Co., 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 set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. William H. Connolly & Co., 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 RFQ.

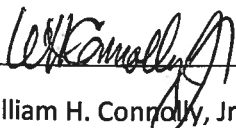


4. An executed Letter of Intent (See Appendix B). (cont'd)

6. William H. Connolly & Co., LLC acknowledges that the provision of Insurance Brokerage/Consultant Services for evaluation and implementation of a Workers' Compensation Self-Insurance Program 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. William H. Connolly & Co., LLC submits a proposal for fixed fees (not commission based) for Insurance Brokerage Services, including out of pocket expenditures, as follows:

Year 1 (4/24/14 – 4/23/15):	\$37,500
Year 2 (4/24/15 – 4/23/16):	\$32,500
Year 3 (4/24/16 – 4/23/17):	\$32,500
8. William H. Connolly & Co., LLC agrees to provide the Board with such additional Insurance Consulting and Risk Management Services as are requested by the Board, including out of pocket expenditures, at the hourly rates set forth below:

Year 1 (4/24/14 – 4/23/15):	\$125/hour
Year 2 (4/24/15 – 4/23/16):	\$125/hour
Year 3 (4/24/16 – 4/23/17):	\$125/hour
9. William H. Connolly & Co., LLC agrees, that if selected by the Board, to perform services outlined in the RFQ. William H. Connolly & Co., LLC further agrees that if at any time during the period covered by this RFQ, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and William H. Connolly & Co., LLC will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.
10. William H. Connolly & Co., 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 William H. Connolly & Co., LLC, its subsidiaries, parents, agents, principals and employees.
11. William H. Connolly & Co., 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.
12. William H. Connolly & Co., LLC agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.



William H. Connolly, Jr. / President and CEO

William H. Connolly & Co., LLC

May 5, 2014

