

LETTER OF INTENT

December 28, 2017

Attn: James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary  
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 December 13, 2017, in connection with the Board's need for Legal Counsel for Negotiations.

FLORIO PERRUCCI STEINHARDT & FADER, LLC STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. FLORIO PERRUCCI STEINHARDT & FADER, 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. FLORIO PERRUCCI STEINHARDT & FADER, 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 exclusively by the Respondent.

**Rochelle Park Office**  
218 Rt. 17N, Suite 410  
Rochelle Park, NJ 07662  
(201) 843-5858 phone  
(201) 843-5877 fax

**Phillipsburg Office**  
235 Broubalow Way  
Phillipsburg, NJ 08865  
(908) 454-8300 phone  
(908) 454-5827 fax

**Bethlehem Office**  
60 W Broad St., Suite 102  
Bethlehem, PA 18018  
(610) 691-7900 phone  
(610) 691-0841 fax

**Cherry Hill Office**  
1010 Kings Highway South  
Building 2  
Cherry Hill, NJ 08034  
(856) 853-5530 phone  
(856) 354-8318 fax

**New York Office**  
80 Wall Street  
Suite 815  
New York, NY 10005  
(212) 792-9070 phone

4. FLORIO PERRUCCI STEINHARDT & FADER, 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 & FADER, 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 & FADER, 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.
6. FLORIO PERRUCCI STEINHARDT & FADER, LLC acknowledges that the provision of Legal Counsel for Negotiations 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. FLORIO PERRUCCI STEINHARDT & FADER, LLC submits a proposal for fixed fees, including out of pocket expenditures, as follows:

	2017/2018	2018/2019	2019/2020
Hourly rate:	\$145/hr	\$145/hr	\$145/hr

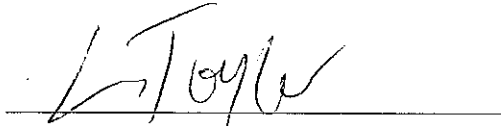
8. FLORIO PERRUCCI STEINHARDT & FADER, LLC agrees, that if selected by the Board, to perform services outlined in RFQ. FLORIO PERRUCCI STEINHARDT & FADER, LLC further agrees that if at any time during the period covered by this RFQ, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and FLORIO PERRUCCI STEINHARDT & FADER, 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 & FADER, 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 & FADER, LLC, its subsidiaries, parents, agents, principals or employees.

10. FLORIO PERRUCCI STEINHARDT & FADER, 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.

11. FLORIO PERRUCCI STEINHARDT & FADER, LLC 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)



Lester E. Taylor III, Esq., Partner

Florio Perrucci Steinhardt & Fader, LLC

Date: December 28, 2017