TOWNSHIP OF MEDFORD, NJ
GENERAL CRITERIA FOR PROFESSIONAL APPOINTMENTS – 2027

Please initial next to each criterion indicating your responses to the conditions outlined herein. Additionally, please provide two (2) sets of submissions and a USB.

_____ 1. Resumes with background and experience for primary personnel to be assigned to the Township under the professional services agreement.

_____ 2. Knowledge of municipal government operations and where applicable, knowledge of Pinelands Commission regulations, along with the subject matter knowledge to be furnished v ia the agreement for professional services.

_____ 3. Experience and reputation in profession/field as demonstrated by a list of contracts with similar sized (or larger) municipalities, including contract dates, amounts and description of projects or duties. (Minimum = 3, Maximum = 10)

_____ 4. Availability to perform duties of position (quantify the range of hours that your firm is able to perform on a weekly or monthly basis under the professional services agreement).

_____ 5. Compensation proposal, including rates for non-owners/non-partners, other professionals and support staff, as applicable.

_____ 6. Brief summary (no more than one page) outlining the particular factors/ experience that demonstrate that the professional appointment would be in the best interests of Medford Township.

_____ 7. Statement and/or proof of compliance with all New Jersey statutes for rendering of professional services to the Township of Medford including, but not limited to the EEO/ Affirmative Action Certification (AA-302), NJ Business Registration certificate, and NJ Treasury Department "Vendor Forms for All Proposal Submissions," specifically Disclosure of Investigations and Other Actions involving Bidder; Disclosure of Investment Activities in Iran; and Ownership Disclosure. (Forms can be accessed at: https://www.state.nj.us/treasury/purchase/forms.shtml.)
Your initials indicate that all necessary forms and certifications are attached hereto. _____

_____ 8. Compliance with and agreement to include the Township of Medford's insurance and indemnity language requirements into the professional services agreement. (See next page.)

_____ 9. Compliance with NJ Pay-to-Play law & applicable Township of Medford ordinances as applicable.

_____ 10. ***A signed proposed professional services agreement with Medford Township must be included in the submission***. ****Please include this form with your response.****

NOTICE: Proposals will be evaluated on the basis of the general criteria set forth above, the specific criteria for the professional position that is being sought, and will be determined on the basis of the most advantageous proposal, price and other factors considered.

INSURANCE AND INDEMNITY LANGUAGE REQUIREMENTS – 2027

MINIMUM INSURANCE REQUIREMENTS FOR PROFESSIONALS/CONSULTANTS:

I. General Liability:

A. Commercial General Liability with a $1,000,000, and $1,000,000 Aggregate per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.

B. Contractor's insurance to be primary and non-contributory.

C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

D. Municipality to be named as "Additional Insured."

II. Automobile Liability:

A. $1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

B. Coverage shall include "Owned, Non-Owned, and Hired" automobiles.

C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

III. Professional Liability:

A. $1,000,000 Errors & Omissions Insurance or Professional Liability.

B. 30-day notice of intent to cancel, non-renew or make material change in coverage.

IV. Cyber Security and Privacy Liability Insurance.

A. $1,000,000 per occurrence or claim

B. 30-day notice of intent to cancel, non-renew or make material change in coverage

C. Said policies shall contain the following coverage:

1. Liability arising from the theft, dissemination and/or use of confidential or proprietary information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS);

2. Notification costs, credit monitoring and other expert services, regulatory fines and defense costs for claims or suits in relation to Par. C.1. above;

3. Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;

4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the vendor's (first party) or Township's computers, computer system, communications system or network, or similarly related property and the data, software and programs thereon;

5. Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in the contract or agreement.

D. Municipality to be named as "Additional Insured."

V. Workers' Compensation/Employer's Liability: A. Certificate of Insurance indicating "statutory" limits.

Indemnification language – *to be included in the Professional Services Agreement*

[Insert name of Contractor or Firm] shall indemnify, save harmless and defend the Township of Medford, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this Agreement or by the performance of any work under this Agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with [Insert name of Contractor or Firm] for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of [Insert name of Contractor or Firm], its employees, Subcontractors/ Subconsultants or agents or others under this Agreement.

Note: The Contractor or Firm is not obligated to obtain the Insurance Coverages outlined above unless or until an agreement for professional services is awarded by the Township.