

**REQUEST FOR PROPOSALS**

**COV RFP # 2026-06**

**PROFESSIONAL SERVICE CONTRACT**

**FOR**

**FIREWORKS DISPLAY SERVICES**

**DUE DATE: WEDNESDAY, APRIL 1, 2026  
BY 1:00 P.M.**

**SEND RESPONSES TO:**

**MIGUEL A. MERCADO, QPA  
PURCHASING AGENT  
640 E. WOOD STREET  
P.O. BOX 1508  
VINELAND, NJ 08360**

## **GENERAL REQUIREMENTS/INSTRUCTIONS**

### **Proposal Submission Information**

#### **Submission Date and Time:**

Wednesday, April 1, 2026 by 1:00 P.M.

#### **Submission Office:**

City of Vineland Purchasing Department  
5<sup>th</sup> Floor  
City Hall  
640 E. Wood Street  
Vineland, NJ 08360

**Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the copies.**

Respondents are required to submit their expressions of interest, qualifications and experience. **One (1) original and Three (3) copies** of the Proposal, **INCLUSIVE OF ALL** information must be provided to the City's Purchasing Agent. Proposals are scheduled to be opened at **1:00 PM on Wednesday, April 1, 2026**. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, e-mail or telephone is **NOT PERMITTED**. Delivery of a proposal to any other City of Vineland Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department. It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

**Only those RFP responses received prior to or on the submission date & time will be considered.** Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded

to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

### **Statutory and Other Requirements**

#### **Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

#### **Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

#### **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

#### **Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent

or greater interest therein. Respondents shall complete and submit the form of statement included herein.

### **N.J. Business Registration Certificate**

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration prior to contract award. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at [www.state.nj.us/treasury/revenue/taxreg.htm](http://www.state.nj.us/treasury/revenue/taxreg.htm).

### **Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/three million (\$3,000,000.00) annual aggregate shall be provided to the City prior to contract award.

### **Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names, shall not be considered.

### **Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

### **Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the owner shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Director of Purchasing no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

### **Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Document.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Contractors shall be required to sign a City voucher for payment.

## **Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, MS Windows based, Lotus Suite.

## **Annual Disclosure Statement on Political Contributions**

The contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

## **Rejection of Proposals**

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to

complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

### **Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

### **Evaluation Criteria**

The criteria considered in the evaluation of this proposal shall be as follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent or respondents.

### **Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

### **Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and adequately fulfill the requirements specified herein.

### **Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services.

The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

### **Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

**Cost to Provide Services**

Refer to Proposal Form.

**Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent shall be required to execute a Vineland City contract.

**Contract Period**

Display for the 4<sup>th</sup> of July.

**Submission Requirements**

**See the “SCOPE OF WORK” below for a complete detail of submission requirements to be provided.**

**FOR QUESTIONS:** Questions must be submitted in writing to Miguel A. Mercado at: [PurchasingOffice@vinelandcity.org](mailto:PurchasingOffice@vinelandcity.org).

Last day for questions is Wednesday, March 18, 2026 by noon.

**Contract Records**

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **A. PROJECT BACKGROUND:**

The City of Vineland wishes to provide an aerial fireworks display in conjunction with the City's Independence Day Celebration. The fireworks display shall occur on July 4, 2026 with a rain date of July 5, 2026.

This contract shall include the Contractor providing fireworks for the display, qualified personnel to transport, install, discharge, and remove display, provide appropriate safety equipment, provide proof of all required insurances, state, and federal licenses.

Proposals should include fireworks program details outlining a show cost not to exceed approximately \$97,000.00 based upon budgetary availability and any additional options provided in Proposal Page, references and total cost of program. The working budget has been provided to give prospective bidders a level playing field for designing their proposals and to assist in consistency during the review process. The City of Vineland reserves the right to lower the show budget if necessary.

It is the Contractor's obligation to examine and familiarize themselves with all the requirements of this Request for Proposal prior to submitting a proposal.

## **B. SCOPE OF WORK:**

The City is issuing this request for proposals via a fair and open process in accordance with N.J.S.A 19:44A-20.5 et seq.

### Scope of Service

1. Payment to Other Parties. The Contractor shall not obligate the City to make any payments to another party, not make any promises or representations to another party for, or in behalf of, the City without prior written approval of the Director of Recreation, Parks and Community Services or his authorized representative.
2. Provision of Labor, Tools, and Equipment. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in conjunction with the fireworks display.
3. Description of Work. Provide a safe and entertaining fireworks display at the City's Independence Day Celebration at the Vineland High School, 2880 E. Chestnut Avenue, Vineland, NJ 08361. Specifications for the work to be performed by this Contract will be as follows:
  - a. Shells – shells shall not be larger than 8" in diameter and a variety of colors

- b. Show – shall include an Opening, Main Body, and Finale (with a Midlevel Display) in a continuous flow with no breaks in the shooting for a period of time between 25 and 30 minutes
  - c. Transportation and Security of Fireworks
    - i. Shall provide, deliver, and secure fireworks to the designated location of the fireworks shooting zone
    - ii. Shall provide copy of hazardous materials on CDL 30 days in advance of shoot
    - iii. Shall transport fireworks in D.O.T. approved and regulated vehicles
    - iv. All devices shall have their EX numbering, as required by Bureau of Explosives and D.O.T.
    - v. Shall provide certification and biography of shooter to City's Fire Marshall 30 days in advance of shoot for Fire Marshall's inspection and approval
    - vi. Shall provide resume/CV of all assistants to the shooter to the Fire Marshall 5 days in advance of shoot for Fire Marshall's inspection and approval
    - vii. Shall provide a detailed and itemized inventory of shells shipped for the display to the Fire Marshall
    - viii. Shall inspect and inventory check the delivered shells with the Fire Marshall at a mutually agreed upon time, at least 8 hours prior to the shoot time
    - ix. All fireworks packages shall be clearly labeled as to size, type, quantity, and country of origin
    - x. Shall provide written procedures outlining plans for delivery, set up, discharge, and removal of display
    - xi. Provide all safety equipment and personnel that City's Fire Marshall deems necessary to shoot safely with 30 days' notice from Fire Marshall
    - xii. Responsible for policing the fireworks display and searching for and disposing of unfired fireworks as required under NFPA 1123, 1995 Edition, Section 4-1.12
    - xiii. Shall provide a Post Display Release Report that all shells have been removed and secured at the end of the show
4. Schedule of Event. Contractor is required to perform show on July 4, 2026. Should the Fire Marshall, Director of Recreation, Parks and Community Services or Contractor deem the weather unfit for a safe show on July 4, 2026 the Contractor will perform contracted show on July 5, 2026. Should July 5, 2026 also be deemed unfit for a safe show by the Fire Marshall, Director of Recreation, Parks and Community Services or Contractor, the Contractor agrees to perform the contracted show at a mutually agreed upon date in 2026 with a minimum of 14 days' notice between the City and Contractor.

5. Time of Event. Fireworks display is to begin at approximately 9:00 pm. Contractor must have display set up and inspected by Fire Marshall by approximately 7:00 pm. In the event the Contractor is not ready to begin display by approximately 9:00 pm a 5% penalty will be assessed for every 5 minutes in delay to the start of the display.
6. Weather Cancellation/Postponement. City shall make a decision by 12:00 pm on July 4, 2026 to show or postpone the display until July 5, 2026 **with no additional cost to the City.** Should the City decide after 12:00 pm to postpone the display from July 4, 2026, a 5% rescheduling fee shall be made to Contractor.
7. Equipment and Supplies. Contractor is responsible for providing, maintaining and transporting all equipment and supplies in connection with display in a safe manner in compliance with all State, Federal, and D.O.T. rules and regulations.
8. Personnel. Contractor shall provide qualified employees to perform work required of display and provide proof of fireworks/explosives certifications and drivers licenses. All Contractor employees shall dress appropriately for a family-friendly event and in safe manner for handling explosives. Smoking, vaping, and consumption of alcohol are not permitted on City property – Contractor will ensure that all employees will refrain from these activities while on City property and any violator may be removed from facility and face legal charges deemed appropriate by local law enforcement. Contractor must supply at least one employee who is fluent in English and has the ability to communicate with other members of Contractor's crew.
9. Supervision. City Fire Marshall shall have final decision making responsibility and shall oversee all activities related to display. Fire Marshall shall consult with Contractor, Director of Recreation, Parks and Community Services, and Director of Emergency Services throughout the day of event to maintain and evaluate a safe setting for display.
10. Accident and Hazard Prevention. Contractor shall exercise precaution at all times and adhere to all Federal, State, and Local rules and regulations concerning fireworks/explosives to maintain a safe environment for all employees and celebration guests. Contractor is responsible to pay for any damage to public property that results from fireworks display. Contractor will safely remove all unused or unexploded devices from facility after approval received from Fire Marshall.
11. Termination of Contract. The City has cause to terminate contract if Contractor fails to perform its obligations under the terms of the contract in a timely and proper manner.

12. Proposal Maximum. Proposal shall not exceed \$97,000.00 unless the City chooses to increase amount based upon adding any additional options as listed on the proposal page.
13. Payment for Services. Contractor shall submit an invoice and will be paid in the following manner:
  - a. Upon satisfactory performance of services, the Contractor shall be paid in full following the complete execution of services required. Invoice must include all fees for explosives and personnel and be net of any and all discounts and penalties assigned or incurred by the City. Invoice must be submitted to Director of Recreation, Parks and Community Services and shall be paid within 30 days of completion of display and accurate submittal of paperwork, whichever is later.
14. Permits. Contractor will contact the Clerk's office and apply for a Fireworks Permit. Also, a permit must be obtained from Fire Department.

### **C. QUALIFICATIONS & SELECTION CRITERIA:**

The RFP shall be evaluated and selection will be made upon the basis of the criteria listed below on a 100 point scale. Qualifications will be evaluated by the City of Vineland on the basis of the most advantageous to the City. The evaluation will consider but not be limited to:

1. Contractor shall meet and submit all necessary documents to satisfy all Federal, State, and Local certifications and requirements to perform a fireworks/explosive display in NJ. All requirements of the Cumberland County Joint Insurance Fund shall be adhered to as required. (20 points)
2. Contractor shall have a minimum of five (5) years of experience in the fireworks/explosives field and provide documentation indicating this experience and any award recipients. (20 points)
3. Contractor must have a 100% accident-free history in transportation and discharging of fireworks during the past five (5) years and provide documentation indicating this safety record. (20 points)
4. Contractor must have a 100% performance rating in honoring contracts for shows during the past five (5) years and shall provide documentation indicating the successful completion of all shows during this time period. (30 points)
5. Contractor shall provide references of past displays within the Northeast region within the past 5 yrs. (10 points)

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPURTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)**  
**N.J.A.C.17:27**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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**AMERICANS WITH DISABILITIES ACT OF  
1990  
Equal Opportunity for Individuals with  
Disability**

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. SJ 21 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
NJ.S.A.10:2-1 ET SEQ.**

Pursuant to NJ.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

## **City of Vineland**

### **Revised Contract Language for BRC Compliance**

#### **Goods and Services Contracts (including Purchase Orders)**

#### **\*Construction Contracts (including Public Works related Purchase Orders)**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used;
4. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sale of tangible personal property delivered into this State.

Pursuant to J.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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NEW JERSEY BUSINESS REGISTRATION

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Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

Sample New Jersey Registration Certificates:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	Acting Director	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

**PLEASE USE THE  
FOLLOWING DOCUMENTS  
WHEN SUBMITTING YOUR  
PROPOSAL**

**PROPOSAL CHECKLIST**

**COV RFP 2026-06**

The following checklist is provided as assistance in the development of the RFP response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- General Requirements/Instructions \_\_\_\_\_
- Scope of Work \_\_\_\_\_
- Proposal requirements \_\_\_\_\_
- Evaluation Criteria \_\_\_\_\_
- Acknowledgment of Receipt of Addenda \_\_\_\_\_
- Statement of Ownership Disclosure \_\_\_\_\_
- Statement of Authority \_\_\_\_\_
- EEO/Affirmative Action Compliance Notice \_\_\_\_\_
- Affirmative Action Mandatory Language \_\_\_\_\_
- Americans with Disabilities Act Mandatory Language \_\_\_\_\_
- Disclosure of Investment Activities in Iran \_\_\_\_\_
- Prohibited Activities in Russia or Belarus \_\_\_\_\_

**STATEMENT OF AUTHORITY**

**RFP SUBMITTED FOR:**

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**RFP SUBMITTED BY:** \_\_\_\_\_

**(Print Name of Company Officer)**

**SIGNATURE:** \_\_\_\_\_

**(Signature of Company Officer) \*\*\***

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EXTENSION:** \_\_\_\_\_

**FACSIMILE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**\*\*\*The RFP must be signed by a Company Officer in order to be accepted by the City as a valid RFP. Failure to sign the RFP shall cause the RFP submission to be rejected as non-responsive.**

**PROPOSAL DOCUMENT**

**COV RFP # 2026-06**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described and proposed herein for the following:

Name of Service: **FIREWORKS DISPLAY SERVICES**

**TOTAL LUMP SUM AMOUNT:**     \$ \_\_\_\_\_

**TOTAL LUMP SUM IN WORDS:** \_\_\_\_\_

# Proposal Document

## COV RFP #2026-06

Provide quantities to be used in your fireworks display submission. Additionally, provide unit prices for each item in the event the City wishes to add any of these additional items depending on budget availability:

### I. Opening Barrage

The opening consists of an estimated 614 variegated shells and a specific color-themed barrage with titanium salutes.

Quantity	Description	Unit Price
200	2.5 Inch Shells	_____
200	3 Inch Shells	_____
120	4 Inch Shells	_____
80	5 Inch Shells	_____
8	6 Inch Shells	_____
6	8 Inch Shells	_____
(2) 1200	Red, White, and Blue Color Shells w/ Titanium Salutes	_____

## II. Main Body

The main body features a total of 2,046 shells of varying circumferences.

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>
400	2.5 Inch Shells (7.5" circumference)	_____
860	3 Inch Shells (9" circumference)	_____
470	4 Inch Shells (12" circumference)	_____
200	5 Inch Shells (15" circumference)	_____
110	6 Inch Shells (18" circumference)	_____
6	8 Inch Shells (24" circumference)	_____

## III. Midlevel Display (16 Cakes)

This section includes specialized effects, barrages, and fan-shaped displays.

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>
1200	Rising Silver Tourbillions w/ Titanium Salutes	_____
1200	Assorted Crackling Shells w/ Serpents	_____
1200	Golden Willow Barrage w/ Red and Purple Pistils	_____
1800	Fan Shaped Palm Trees w/ Titanium Salutes	_____
1200	Brocading Comets Barrage	_____
1800	Assorted Color Crossettes	_____
1000	Assorted Double Z Mines and Pillar Barrage	_____
(2) 600	Purple and Gold Flittering Comets	_____

#### IV. Grande Finale

The finale features an estimated 3,647 assorted color salute shells plus a specialized patriotic strobe barrage.

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>
<b>500</b>	2.5 Inch Shells	_____
<b>1700</b>	3 Inch Shells	_____
<b>340</b>	4 Inch Shells	_____
<b>170</b>	5 Inch Shells	_____
<b>24</b>	6 Inch Shells	_____
<b>13</b>	8 Inch Shells	_____
<b>900</b>	Red, White, Blue, Flitter Strobe & Titanium Salutes	_____

**STATEMENT OF OWNERSHIP DISCLOSURE**  
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

**Part I**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership
- Limited Partnership
- Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III**

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV  
Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the \_\_\_\_\_ is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with \_\_\_\_\_ to notify the \_\_\_\_\_ in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the \_\_\_\_\_ to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAILURE BY BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION  
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement  
Anticipated Cessation Date

\_\_\_\_\_  
\_\_\_\_\_

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>i</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

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Signature of Vendor's Authorized Representative

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Print Name and Title of Vendor's Authorized Representative

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Vendor's Name

---

Vendor's Address (Street Address)

---

Vendor's Address (City/State/Zip Code)

---

---

Date

---

Vendor's FEIN

---

Vendor's Phone Number

---

Vendor's Fax Number

---

Vendor's Email Address

---

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).