

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 1st day of **May** in the year **2026** by and between **THE CITY OF VINELAND**, in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City**, and

Hereinafter "**Contractor**", **KS Productions Inc., dba Schaefer Fireworks, Inc.**
PO Box 100
Strasburg, PA 17579

City Contract # & Title: - **Contract #C26-06P**
Fireworks Display/Pyrotechnic Services on July 4, 2026
w/ Rain Date of July 5, 2026

WITNESSETH: that **City** and **Contractor**, for the consideration hereinafter named, covenant and agree as follows:

1. **The Contractor**, pursuant to a duly published notice to bidders, instruction to bidders, bid specifications (COV RFP # 2026-06) and written proposals received by the **City** on **April 1, 2026**, and Resolution **No. 2026-182** of the **City** accepting said proposal **April 28, 2026**, which includes the Proposal, and Resolution are herein incorporated by reference thereto, agrees to perform all work and/or services, as follows:

FIREWORKS DISPLAY/PYROTECHNIC SERVICES ON JULY 4, 2026 **W/ RAIN DATE OF JULY 5, 2026**

For the City of Vineland as required by said proposal submitted by the Contractor and to otherwise comply with all requirements contained therein.

2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, City Council and/or Purchasing Agent of the City of Vineland and upon approval by the AOC.
3. **The Contractor** and the **City** agree that time is of the essence in the faithful performance of this Contract and that all Contractors' obligations shall be for a contract **period July 4, 2026** with a **rain date of July 5, 2026**.
4. As consideration for the **Contractor** complying with the terms, covenants and conditions herein, the Contractor shall charge the **City**, fees based in proposal not to exceed **\$96,040.00**, and awarded per **Resolution No. 2026-182** adopted on **April 28, 2026**.
5. Should the **Contractor** fail to carry out the terms of this Contract as herein prescribed, the **City** may cancel or rescind this Contract in its entirety and serve said notice addressed to **Contractor's** last known mailing address to complete the Contract. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law, including but not limited to the forfeiture of Contractor's bid deposit. The **City** or the **Contractor** may terminate this contract upon written notice to the other.

6. The **Contractor** hereby agrees to indemnify and save harmless the **City** from and for any damages or injury, including death and/or property loss for which it may become liable by reason of any negligence or carelessness on the part of the **Contractor**, or on the part of its successors, assigns, agents, servants, or employees from the action of the elements, or from any unforeseen or unusual difficulty, obstruction or obstacles encountered in the prosecution of the work or from improperly guarding any and all portions of the work, or of the private or public property which might be endangered by reason of the performance of the work.
7. 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. 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 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:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

Employment Information Report 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).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

8. **Political Contribution Disclosure.** This contract has been awarded to **KS Productions Inc. dba Schaefer Fireworks, Inc.**, based on the merits and abilities to provide the goods or services as described herein. As such, the undersigned does hereby attest that **KS Productions Inc. dba Schaefer Fireworks, Inc.**, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made any contribution of money or any other thing of value, including in-kind contributions that are reportable pursuant to City Ordinance and the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cumberland, City of Vineland, NJ; if a member of that political party is serving in an elective public office of the City of Vineland, County of Cumberland, NJ the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Vineland, County of Cumberland, NJ when the contract is awarded.

9. **IN WITNESS WHEREOF**, the parties named herein have hereunto set their hands and seals and the day and year first above written, pursuant to attached resolution.

ATTEST:

The City of Vineland

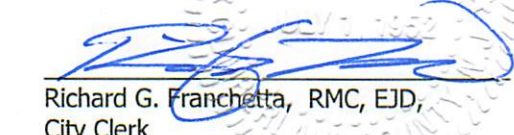
KS Productions Inc., dba Schaefer Fireworks, Inc.



Anthony R. Fanucci, Mayor

Hayley Snyder - Sales

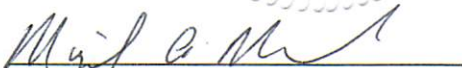
Name & Title- (please print or type)



Richard G. Franchetta, RMC, EJD,
City Clerk

Hayley Snyder

Signature



Miguel A. Mercado, QPA
Purchasing Agent

Date 5/13/20

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