Issuance Date: FEBRUARY 13, 2026
Questions Deadline: FEBRUARY 20, 2026
Bid Opening Date: MARCH 3, 2026
BMA Approval Date: MARCH 23, 2026

CITY OF GERMANTOWN
INVITATION TO BID

COG2026-14 JULY 4TH FIREWORKS DISPLAY

1930 S. Germantown Road
Germantown, TN 38138

CITY OF
GERMANTOWN
TENNESSEE
1930 South Germantown Road • Germantown, Tennessee 38138-2815
www.germantown-tn.gov

REQUEST FOR BIDS

Date: FEBRUARY 13, 2026

The City of Germantown, Tennessee, will accept Bids on: COG2026-14 JULY 4TH FIREWORKS DISPLAY

Bid shall be mailed or hand delivered in a **sealed envelope** marked **"COG2026-14 July 4th Fireworks Display"** in the lower left-hand corner of the envelope and addressed to Procurement Director, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc.), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Bid must be received by the City prior to the time indicated below.)* **Please mark envelope with the name of the Bid.**

BID DATE: Bid shall be opened at 1930 S. Germantown Rd at 2:00 p.m. on, MARCH 3, 2026.

All bid responses must be received and time stamped on or before the required bid opening time (local time), soon thereafter all bids will be publicly opened and read aloud. **Late bids will not be considered.**

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

The City reserves the right to accept bids in part or whole, reject any Bid, or to accept a Bid containing variations from these specifications if the Bid so merits. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Bid or all Bids submitted and to make awards, as deemed, to be in its best interest.

Bids must be submitted on the Bid schedule document that the City issues ***and it must be signed****.*

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

See attached Specifications, Bid Form, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Testing Policy, Vendor's Qualifications and Reference Form that must be returned as part of the Bid. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Services and/or Products Contract and Required Insurance Certifications are included and will be required from the selected Bidder.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request.

Sincerely,

Cathryn Perdue

Cathryn Perdue
Director Procurement & Risk

ACKNOWLEDGEMENT OF RECEIPT OF BID PACKAGE
INVITATION TO BID NUMBER COG2026-14

JULY 4TH FIREWORKS DISPLAY

Upon receipt of documents, please fax/email this page to:

City of Germantown – Procurement Department
1930 South Germantown Road
Germantown, TN 38138
Phone: 901-757-7260
Fax: 901-757-7258
Email:procurement@germantown-tn.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME:_____

CONTACT PERSON: _____

ADDRESS:_____

CITY: _____ STATE: _____ ZIP_____

PHONE: (____)_____ FAX: (_____)_____

E-MAIL:_____

_____ _____
(Signature) (Date)

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

OFFICIAL BID ENVELOPE

City of Germantown
Procurement Department
1930 S. Germantown Rd.
Germantown, TN 38138

BID DUE

Date: _____

Time: _____

Bid Number: _____

Bid Name: _____

CITY OF GERMANTOWN
INVITATION TO BID
COG2026-14 JULY 4TH FIREWORKS DISPLAY

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OTHER IMPORTANT DOCUMENTS IN BID PACKAGE:

- BID LETTER
- SIGNATURE PAGE – RETURN WITH BID
- BID FORM – RETURN WITH BID
- BIDDER'S QUALIFICATIONS & REFERENCES – RETURN WITH BID
- BID CHECK LIST
- FIREWORKS DISPLAY APPLICATION & SAFETY CHECKLIST
- IRAN DIVESTMENT ACT COMPLIANCE
- CONTRACTOR'S AFFIDAVIT ALCOHOL DRUG- RETURN WITH BID
- TITLE VI - OPTIONAL
- STATEMENT OF NO BID – IF YOU CHOOSE NOT TO RESPOND TO THIS BID PLEASE FILL OUT AND RETURN THE NO BID FORM
- ADDENDUM ACKNOWLEDGEMENT FORM
- GERMANTOWN INSURANCE REQUIREMENT
- PERFORMANCE BOND
- CONTRACT

1. SCOPE OF WORK

1.1 PURPOSE

The City of Germantown (the "City") is seeking qualified vendors to provide a high quality, colorful fireworks display in the evening of July 4, 2026. The fireworks display will be performed over the Municipal Park area and fired from the parking lot of the Germantown Athletic Club at the specified time.

1.2 SUPPLY REQUIREMENTS

The successful Bidder will provide all necessary equipment, pyrotechnic materials, supplies, tools, delivery, permits, labor and supervision required to perform the fireworks display according to the Specifications.

1.3 CONTRACT INFORMATION

Term of this Contract will be for the one specified performance of the fireworks display on July 4, 2026. The City will have the option to extend the Contract for two additional fireworks display performances; one performance on July 4, 2027 and one performance on July 4, 2028. Subsequent performances at the option of the City will be provided under the same terms and conditions of the Contract and at the price therein specified.

The successful Bidder will be required to enter into a standard City of Germantown "Contract for Services and/or Products" in the form included in this solicitation. The executed contract, required insurance certifications, Fireworks Display Application and Checklist, and performance bond must be returned to the City within fifteen (15) days after receiving the Notice of Award.

1.4 INVOICE TO

City of Germantown
Accounts Payable
1930 S. Germantown Road
Germantown, TN 38138

1.5 VENDOR'S RESPONSIBILITY

FOR SEALED BIDS:
ALL DOCUMENTS APPLICABLE AT TIME OF BID must be signed **IN INK,** dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

DISCLAIMER: All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.
All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submissions of bid. The person signing the bid shall initial the correction in ink. Corrections and/or modifications received after the designated bid opening time will not be accepted.

1) **Signature Page**
   - **(if required)** Contractor's License Number(s) must be inserted
     a. Page must be signed with an original signature IN INK by an authorized officer, employee or agent of the bidder.

2) **Bid Form** must be completed and signed with an original signature IN INK

3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace** must be completed and signed with an original signature IN INK

4) **(if required) vendor shall provide** a 5% Bid Bond or Cashier's check with submitted bid document

5) **All Addenda** Must be Signed (IN INK) and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.

6) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Bid Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

NO BID ADJUSTMENTS WILL BE ACCEPTED

2. TERMS AND CONDITIONS

2.1 INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2.2 METHOD OF AWARD

The City reserves the rights: to award to the lowest responsive, responsible bidder*;* to award Multiple contracts and to award the bid/contract that is deemed, to be in the best value (most advantageous to the City) as determined by some or all of the following:

- Prices offered
- Quality of product/service offered
- General reputation and performance capabilities of the bidder
- Conformity with specifications herein
- Delivery and/or installation schedule
- Location and availability of service and/or repair facilities, personnel and parts
- Suitability for intended use
- Responses to provided references
- Payment terms/discounts offered
- Demonstrations provided, if required
- Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

The City reserves the right to purchase any and/or all items in this bid off of the current State of Tennessee Statewide or Cooperative Contract, if it is considered by the Procurement Director to be in the best interest of the City.

2.3 PRICING

Pricing requirements are as follows:

1. All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.
2. If there is a discrepancy between unit price and its extension, unit price shall prevail.
3. Prices will be considered as net if no cash discount is shown.

2.4 PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint themselves with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2.5 DELIVERY

For any bid item required to be delivered to the City:

Deliveries shall be F.O.B. Germantown, Tennessee location in place/inside; unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Germantown, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The City will not pay any additional surcharges relative to this bid number.

- The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.

- Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the City.

- Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the City has the authority to cancel any and all orders issued under this bid.

2.6 SPECIFICATIONS

The specifications given are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the City of Germantown Procurement Department by means of an addendum.

2.7 BRAND NAME

Brand name information is as follows:

Brand names and number, when used, are for reference to indicate the character or quality desired. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

2.8 BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated in Request for Bids. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. **No Bid will be accepted after the time indicated**. All material that is submitted in accordance with this solicitation becomes the property of the City of Germantown and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. On the bid form, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products

of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed in ink by the individual or agency authorized to sign and submit this bid for the bidder. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink. The bid signature page must include the bidder's name and address and the state and address in which the business is domiciled.

2.9 LIABILITIES

The bidder shall hold the City, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the City because of the unauthorized use of such articles.

The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

2.10 IRREGULAR BIDS

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the City or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Form does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in ink.
7. If Addendums are not signed, in ink, and returned with the Bid Documents.

2.11 SAMPLES

Requirement for samples are as follows:

1. Samples of items, when required, shall be furnished free of cost to the City.
2. Samples of items selected may be retained for future comparison.
3. Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

2.12 DOCUMENTS INCLUDED IN CONTRACT

The specifications, terms/conditions and detailed requirements shall become a part of any contract

agreement and/or purchase order that result from this bid.

2.13 INSPECTION

When the City deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, the City has the right to return said items at the supplier's expense.

2.14 DEFAULT

In case of default by the bidder, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract or purchase order and actual cost thereof to the City. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City.

2.15 DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the City until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting.

2.16 BID BOND

When required, bid will be accompanied by a 5% Bid Bond or a Cashier's Check in an amount not less than the amount indicated on the Bid. Bid Bonds shall be signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

2.17 PUBLIC RECORDS

Notwithstanding anything to the contrary contained herein or within the other document supplied to the City by the Contractor, the Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act and that any reports, data or other information supplied to the City regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

2.18 WARRANTY

The Contractor warrants to the City that all goods/work shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended. This warranty shall be effective for a period of not less than one year from the date of acceptance by the City of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

2.19 TITLE VI INFORMATION

The City does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to , access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

2.20 COLLUSION

Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

2.21 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend regardless of outcome, the City from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

2.22 ALCOHOL AND DRUG-FREE WORKPLACE

Along with its bid, the bidder shall submit the affidavit certifying compliance, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The affidavit form is attached.

2.23 CONSIDERATION

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid form by the unit bid prices. The results of such comparisons will be available **www.germantown-tn.gov/bids** 'Doing Business with the City'. The City reserves the right to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the City.

2.24 FAILURE TO EXECUTE CONTRACT

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the cash or bid bond which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

2.25 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the City in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination

is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2.26 SUBJECT TO FUNDING

This Contract is subject to availability and annual appropriation of funds by the Board of Mayor and Aldermen (BMA). In the event sufficient funds for this Contract are not available or appropriated by the BMA for any of its fiscal period during the term hereof, then the City shall immediately terminate this Contract upon written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed to the termination date. Such termination by the City shall not be deemed a Breach of Contract by the City, and the Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

2.27 BID PROTEST

Any protest concerning the award of this bid shall be addressed to the Procurement Department Director. Protest shall be made in writing to the Procurement Department Director and shall be filed within seven days after the intended award is announced. A protest is considered filed when received by the Procurement Department Director. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the City Attorney and City Administrator to render a final decision and a formal response provided within seven days. This decision relative to the protest shall be considered final.

2.28 BID WITHDRAWAL

At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Procurement Director at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Procurement Director and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

2.29 ADDENDA

Any matter of this bid package that requires explanation or interpretation must be submitted in writing by the Bidder at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. E-mail all questions to the Procurement Department at procurement@germantown-tn.gov All questions will be responded to in the form of written addenda to all Bidders and posted on the City's website; it shall be the vendor's responsibility to check the website for published addenda. All addenda that you receive shall become a part of the contract documents.

No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

Informal inquiries that are informational in nature can be made at any time by calling the Procurement Department at (901) 757-7260.

2.30 CONTRACT AWARD

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Form, or the Contract Award may be awarded to multiple bidders if it is in City's best interest.

2.31 PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid form. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

2.32 CHANGES

The City reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the City. Changes in compensation, which may result from such revisions, shall be documented by an Amendment to the contract and approved by the Procurement Director.

2.33 FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the City promptly in writing of any cause for delay and the City concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

2.34 COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section.

If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

2.35 DEFAULT AND TERMINATION OF CONTRACT

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

2.36 ILLEGAL ALIENS

Contractor warrants that any contract resulting from this Bid: does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

3. SPECIFICATIONS

3.1 GENERAL SPECIFICATIONS:

The specifications provided are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the City of Germantown Procurement Department by means of an addendum.

SCOPE

The City of Germantown is seeking proposals from qualified vendors to present a July 4th Fireworks Display sponsored by the City of Germantown Parks and Recreation at the Germantown Athletic Club or alternate location (Approved by the City) on July 4, 2026. Basic details for the event are as follows:

Event:	Annual July Family Fourth Fireworks Extravaganza Date: Saturday, July 4, 2026
Time:	9:10 p.m. (approximately)
Location:	Germantown Athletic Club Parking Lot, 1801 Exeter Road
Budget:	$34,912.50 (all money to be spent)

1. Successful Bidder will comply with all Federal, state and local regulations applicable to providing the fireworks display including any requirements under NFPA 1123-90, latest edition. Any required permits must be obtained by the selected Bidder as needed for the scheduled display.

2. Successful Bidder will be required to complete the attached checklist and submit with the contract, bonds and insurance. The checklist and insurance will have to be completed each year of the term of the contract.

3. Successful Bidder will allow adequate time for the Germantown Fire Marshall to inspect equipment and materials prior to setup and again upon completion of the setup but well prior to the firing time.

4. Successful Bidder will perform all reasonable and necessary safety precautions to ensure the expected safety of the Vendor's personnel and the viewing public. **A safety plan shall be submitted with the bid**. The successful Bidder will also be required to submit a safety plan to the city.

5. Successful Bidder will be responsible for the safe storage and security of the equipment and fireworks at all times while on City property.

6. After the fireworks display is completed, the staging and launching area must be cleared of all spent shells, pyrotechnic fragments, and other debris prior to leaving the area. All collected debris and other spent pyrotechnic materials must be properly disposed by the successful Bidder. Successful Bidder shall be responsible for removing any unspent or duds from area in accordance with all local, state and federal codes.

POSTPONEMENT

1. Postponement of the Display may occur because of rain or inclement weather or for other reasons as determined by the city.

2. The decision to postpone the fireworks display due to inclement weather shall be made by the Parks and Recreation Director or their designee.

3. The City shall incur no additional charges should the fireworks display be rescheduled due to inclement weather.

ALTERNATE DISPLAY DATE

1. The City of Germantown fully intends to have the complete performance of the fireworks display as scheduled on July 4, 2026, July 4, 2027, and July 4, 2028. July 5 or first day weather permitting will be used as an alternate for inclement weather at the City's discretion. Bidders must clearly describe the conditions or events that would prevent the performance of the fireworks display at the intended scheduled time; **this information is to be submitted with the bid**.

2. If the show is rescheduled for July 5 or first day weather permitting, the Bidder will provide security for the contained area or negotiate an arrangement that is acceptable to both parties. City personnel will not be used for security.

3. The City recognizes that the successful Bidder has invested unrecoverable labor and overhead in a planned show that is not performed, but the successful Bidder also has some recoverable value in the unused pyrotechnic devices and other materials. If the fireworks display cannot be performed on the specified date(s), Bidders must provide details about the amount of the monetary credit that will be allowed against the price for the Fireworks Display in the following year (if the City elects to exercise the option), **this information is to be submitted with the bid**.

PERFORMANCE BONDS

The selected CONTRACTOR and its surety will execute and present within fifteen (15) days after the date of NOTICE OF AWARD, a PERFORMANCE BOND substantially utilizing the provided bond templates within this solicitation. The PERFORMANCE BOND shall be in the penal sum of the amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

SUBMISSION OF BID DOCUMENTS

The BID, with attachments, must be placed in a sealed envelope, and delivered to the City of Germantown. The supplied envelope template shall be used for the exterior labeling of the envelope for submission. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit: **(Failure to do so will be cause for rejection of bid)**

1. The Bidder's Name and Address,
2. Due Date of Bid Package,
3. Bid Number,
4. Bid/Project Name.

The following items MUST be returned in the bid package for consideration: **(Failure to do so will be cause for rejection of bid)**

1. BID SHEET,
2. IRAN DIVESTMENT ACT COMPLIANCE
3. DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT,
4. VENDOR QUALIFICATIONS & REFERENCES,
5. FIREWORKS DISPLAY APPLICATION AND SAFETY CHECKLIST
6. ADDENDA ACKNOWLEDGEMENT FORM (if any)

QUALIFICATIONS & REFERENCES

The successful Bidder is required to be in the regular business of providing firework displays and pyrotechnic shows, of similar size or greater, for a minimum of three (3) years. **Due to public welfare and safety considerations, the successful Bidder must be fully licensed by the State of Tennessee and qualified to buy, possess, transport and fire the proposed pyrotechnic devices for the proposed show.**

Personnel on site must meet the State of Tennessee qualifications and have in their possession the necessary license(s). The bidder must comply with the latest edition of NFPA 1123 and NFPA 1126 enforced by the Germantown Fire Department. The successful bidder must submit a risk assessment for the fireworks/pyrotechnics staging area.

The Bidder will provide business or municipal references for fireworks or pyrotechnic displays similar to the size and scope of this arrangement. **References for indoor or stage displays will not be acceptable**.

The Vendor Qualifications & References sheet must be completed and submitted with the Bid.

FIREWORKS DISPLAY APPLICATION AND CHECKLIST

The successful Bidder will be required to complete the attached checklist and submit with the contract, bonds and insurance. The checklist and insurance will have to be completed each year of the term of the contract.

INSURANCE

The selected CONTRACTOR will be required to submit insurance certifications for the limits specified and, in the form, indicated on the Germantown Insurance Requirements. An authorized representative of the Contractor's insurance agency must sign the supplemental form included with the insurance documents.

It is recommended that contractors consult with their insurance agent(s) to assure themselves that they can obtain the required insurance coverage set out in the Insurance Documents and that their insurance agent(s) is authorized to execute the required Certificated of Insurance Coverage.

ADDITIONAL INFORMATION

General and/or technical questions relating to this solicitation shall be submitted in writing to the City of Germantown, Procurement Department by email procurement@germantown-tn.gov

3.2 MATERIAL SPECIFICATIONS

1. Successful Bidder will provide a professionally developed, electronically fired fireworks (pyrotechnics) display at the above-specified time and location. The Bidder will present a very colorful, high-quality display with a clear introduction, a well-paced body, and a dazzling grand finale. Duration of the display will be **18 to 20 minutes**.

2. The successful Bidder will provide a **turnkey** fireworks display including all pyrotechnic materials, supplies, power generators, labor, supervision, delivery, clean-up of the launch area, and proper disposal of spent shells or debris.

3. Pyrotechnics will include shell sizes of 4-inch, 5-inch and 6-inch diameter shells. Due to the location of the launch area and the proximity of mature trees adjacent to the primary spectator area, shells less than 4-inch diameter will not be acceptable. Bidders will submit a detail of the minimum number and size of the shells to be included in the display performance. Information regarding the types and quantity of shells will be **included with the Bid as follows**:

TYPE OF SHELLS	4"	5"	6" Not to Exceed	TOTAL SHELLS
Total Shells				

4. The City of Germantown intends for the fireworks display to be scripted to music by the successful Bidder. The music will be simultaneously broadcast over a public sound system in the primary spectator area. All Bidders will describe their method or process for scripting their fireworks display to a selection of music. The Successful Bidder will provide the selected music and media (CD) to the Parks and Recreation Department no later than May 1, 2026.

5. A map indicating the fireworks staging and launching/firing area is included with these Specifications. By submitting a bid, the Bidder represents, (1) that he has visited and inspected the site and surrounding area, and (2) that the site is acceptable for safely launching/firing the pyrotechnics required for the proposed fireworks display. The successful bidder will be responsible for performing a risk assessment of the site.

6. The City of Germantown is seeking a creative, high-quality display for the budgeted price. Any unique or creative features included with your proposed fireworks display should be identified.

Exceptions:_____

_____

_____

When taking an exception(s) please return the specification page(s) and exception page with your submitted bid package.

3.3 PROPOSAL EVALUATION & SELECTION PROCESS

1. Due to the wide range of visual quality in a fireworks presentation, the selection of the successful Bidder will be based on a subjective evaluation of the proposed fireworks display and a review of the Bidder's industry qualifications and references for previous displays. The Bidder Qualifications & References Form must be returned with the submitted Bid sheet.

2. During the selection process, significant weight is given to the level of satisfaction expressed by the provided references are based on the City's own inquiries regarding the Bidder's perceived industry reputation.

3. A video or graphic demonstration of the proposed fireworks display can be submitted with the Bid as an example of the type of display to be performed.

4. Bidder should provide details about any unique or creative features included in the proposed fireworks display.

5. Upon request, and for the Bid evaluation and selection, Bidder will submit to an interview by the City regarding their submitted bid.

3.4 ADDITIONAL SPECIFICATIONS FOR SUCCESSFUL BIDDER

1. Successful Bidder shall comply with NFPA 1123 and 1124.

2. Successful Bidder shall comply with Tennessee Code Annotated, Title 68, Chapter 104 and local ordinances.

3. Successful Bidder shall apply for a permit from the State Fire Marshal's Office.

4. Successful Bidder shall apply for a permit from the Germantown Fire Marshal's Office and pay appropriate fees.

5. Successful Bidder will provide the Germantown Fire Marshal's Office with:
    a. Completed risk assessment form, and
    b. Policy for sever weather, including lightning and wind.

3.5 LOCATION MAP

3.6 QUESTIONS

Questions concerning specifications need to be sent via e-mail to Procurement Department. All inquiries concerning this Bid should be directed to the Procurement Director, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at Procurement@germantown-tn.gov Informal inquiries that are informational in nature can be made at any time by calling the Procurement Department at (901) 757-7260.

CITY OF GERMANTOWN PROCURMENT DEPARTMENT
SIGNATURE PAGE

City of Germantown
Procurement Department
1930 S. Germantown Rd.
Germantown, TN 38138

BID # 2026-14
BID TITLE: JULY 4TH FIREWORKS DISPLAY

This response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this bid. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Contractor's License Number (if required)	Additional License Numbers (if required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)		Email Address	

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.

Contractor or Authorized Representative's Signature	Date Signed

If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:
By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

This page must be signed with an original signature, and returned with your BID documents

BID FORM
COG2026-14 JULY 4TH FIREWORKS DISPLAY

BIDDER: _____

By submission of this bid, each BIDDER and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each BIDDER is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage.

Concerning the Non-Boycott of Israel Act (T.C.A. § 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of $250,000 or more and to suppliers with 10 or more employees.

The following Bid is submitted for providing the July 4th Fireworks Display as specified in the accompanying Specifications. All exceptions to the specifications are clearly indicated below or in the Bid submittal. Bidder hereby submits all information regarding the Fireworks Display to be provided to the City of Germantown for the Bid price indicated below.

ITEM 1: **2026 BID**

July 4the Fireworks Display on July 4, 2026 at the Germantown Athletic Club, 1801 Exeter Rd, at approximately 9:10 pm, for about 18 to 20 minutes including all equipment, pyrotechnic materials, supplies, labor and supervision as per the Specifications.

BID PRICE: $34,912.50

TYPE OF SHELLS	QTY of 4" SHELLS	QTY of 5" SHELLS	QTY of 6" SHELLS	TOTAL SHELLS
ITEM 1: 2026 BID - TOTAL SHELLS				

ITEM 2: **2027 EXTENSION (at CITY'S OPTION)**

July 4the Fireworks Display on July 4, 2027 per these same Specifications under the same terms and conditions.

BID PRICE: $34,912.50

TYPE OF SHELLS	QTY of 4" SHELLS	QTY of 5" SHELLS	QTY of 6" SHELLS	TOTAL SHELLS
ITEM 2: 2027 EXTENSION (at City's Option) - TOTAL SHELLS				

ITEM 3: **2028 EXTENSION (at CITY'S OPTION)**

July 4the Fireworks Display on July 4, 2028 per these same Specifications under the same terms and conditions.

BID PRICE: $34,912.50

TYPE OF SHELLS	QTY of 4" SHELLS	QTY of 5" SHELLS	QTY of 6" SHELLS	TOTAL SHELLS
ITEM 3: 2028 EXTENSION (at City's Option) - TOTAL SHELLS				

Bidder has attached all information and details about the proposed display to be performed under this bid.

Describe any Exception(s) to the Specifications: _____
_____
_____
_____

Company Name	Signature
Price Effective Until (Date)	Print Name & Title
Telephone Number	Email

AWARD WILL BE MADE, BY LINE ITEM, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

DELIVERY PROMISED:_____**F.O.B. GERMANTOWN**

TERMS:_____**Discounts will be allowed**

for prompt payments as follows: 10 calendar days, _____%; 15 calendar days, _____%; 20 calendar days_____%; 30 calendar days_____%

FIRM'S NAME: _____ **ADDRESS:** _____

Organized and existing under the laws of the State of _____ **and doing business as:** ☐ **a corporation**

☐ **a partnership** ☐ **an individual** ☐ **a limited liability company, or** _____ **other.**

CITY:_____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____**FAX:** _____ **EMAIL:** _____

NAME: _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE SIGNED [IN INK] DATED, & RETURNED WITH YOUR BID

BIDDER QUALIFICATIONS & REFERENCES

All Bidders for these services must have adequate industry and professional qualifications, and all necessary licensing, to provide fireworks or pyrotechnic displays according to the Specifications. The City will confirm the below qualifications and references prior to awarding the Contract.

1. All Bidders must be in the regular business of performing **large commercial or municipal** fireworks displays for a minimum of **at least three continuous years**.

2. All personnel performing the pyrotechnic display services must have reasonable training and/or experience with the necessary equipment and materials used to provide services.

3. The Bidder company, and the individual personnel as applicable, must possess all the licenses or permits required to buy, possess, transport and fire pyrotechnic devices used in the fireworks display.

4. Bidders must show evidence that they possess adequate equipment, materials and resources to perform the fireworks display in a professional fashion at the specified time.

Legal Name of Company: _____

Street/Mailing Address: _____

Type of Entity (corp., LLC): _____ State Est.: _____

Main Telephone No.: _____ Main Facsimile No.: _____

Number of continuous years in the firework display business: _____

Number of Employees: Full-Time: _____ Seasonal/Part-Time: _____

Number of separate fireworks displays in 2025 priced over $20,000: _____

- Name or Description of Display: _____
- Number and Type of Shells Used: _____

Describe any specialized electronic equipment used to fire the display: _____

_____

Name of the pyrotechnic specialist planned for this proposed display (including qualifications, licensing and credentials):

_____

_____

Provide Three References for similar-sized and type of fireworks displays, performed in the last 18 months, preferably located in this geographical region:

1. **Agency Name:** _____

   Date of Project (if applicable): _____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

2. **Agency Name:** _____

   Date of Project (if applicable): _____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

3. **Agency Name:** _____

   Date of Project (if applicable): _____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

NOTE: THIS QUALIFICATIONS & REFERENCES SHEET MUST BE RETURNED WITH THE BID

COG2026-14 JULY 4TH FIREWORKS DISPLAY
BID CHECK LIST

Note: This is a tool to help with your bid submission. It is still the responsibility of the bidder to ensure that all documents are included.

Items to be included with Bid Submission	Reviewed	Submitted
• Instructions to Bidders		
• Specifications		
• Bid Sheet - Signed		
• Addendum Acknowledgement Form (If needed)		
• Bidder Qualifications & References		
• Drug and Alcohol Testing Acknowledgment Statement and Affidavit with Policy - Notarized		
• Title VI and Title IX Voluntary.		
After the project is approved and awarded, the Selected Bidder will need to complete the following:		
• Risk Assessment of Pyrotechnics staging area		
• Insurance Requirements		
• Performance Bonds		
• Contract		
• Fireworks Display Application & Safety Checklist		

CITY OF GERMANTOWN
TENNESSEE
1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

FIREWORKS DISPLAY APPLICATION & SAFETY CHECKLIST

The following City of Germantown contractor (the "Exhibitor") will be providing a professional fireworks display at the Municipal Park July 4th Celebration:

Company Name: _____

Address: _____

Telephone / Cell Phone: _____ Principle

Contact: _____

Display Date: _____ Application Date: _____

An officer or principle of the Exhibitor hereby submits this Fireworks Display Application and attests to the following Safety Checklist:

1. Exhibitor complies with NFPA 1123 and 1124 (as applicable). Yes____ No____
2. Exhibitor complies with T.C.A. Title 68, Chapter 104. Yes____ No____
3. Exhibitor complies with any other requirements and/or regulations regarding public safety during firework displays. Yes____ No____
4. The fireworks display will be "shot" and managed by an appropriately licensed technician Yes____ No____
5. A Tennessee SFMO Fireworks Permit has been obtained and a true copy is hereby submitted. Yes____ No____
6. Required City insurance certifications have been provided. Yes____ No____

Fireworks Safety Affidavit

The undersigned officer or principle of the Exhibitor hereby affirms that he has prepared the plans and procedures that will be followed during the public fireworks display for the City of Germantown and that he has truthfully and accurately completed this Fireworks Application and Checklist and further, that he will follow the appropriate safety precautions including proper transporting and storage of the fireworks, providing an adequate fireworks fall zone and safety perimeter per NFPA 1123, and confirming the presence of appropriate fire department personnel and equipment during the public fireworks display.

_____ _____

Print Name of Exhibitor Officer or Principal Signature and Date

Application & Checklist Reviewed by City of Germantown:

_____ _____

Risk Manager (*print name, sign and date*) Fire Marshall (*print name, sign and date*)

CITY OF GERMANTOWN
IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 *et seq*. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the CITY, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

> (1) The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
>
> (2) The person is a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").[1]

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the CITY.

Pursuant to the Act, any BIDDER that attempts to contract with the CITY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder's Certification.

[1] The State published its listed dated July 15, 2016, which can be found on the Department of General Services' web page here: https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Tenn. Code Ann. § 12-12-101 *et seq*.

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF GERMANTOWN

DRUG AND ALCOHOL TESTING POLICY

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All BIDDERS are required to submit an affidavit, in the form attached hereto, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. BIDDERS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful BIDDER and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful BIDDER on the grounds that it violates said Public Chapter due to the fact that the successful BIDDER did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

DRUG AND ALCOHOL ABUSE

GENERAL POLICY

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents that are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

SCOPE

All employees of the City of Germantown.

PROVISIONS

A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.

B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time, or of alcohol while on duty or while in or on City property or in City vehicles.

C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.

D. City employees who have reason to believe another employee is illegally using drugs or narcotics, shall report the facts and circumstances immediately to the supervisor.

E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.

F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*
_____, (the "Company") and makes oath that: (i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____

TITLE VI INFORMATION

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____Male _____Female

2. Number of Contractor's Employees Who Are:

_____Caucasian _____African-American

_____Other (please specify) _____

_____

_____

_____

STATEMENT OF NO BID

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it to procurement@germantown-tn.gov or fax 901-757-7258 if you are submitting a "No Bid" response.

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

1. _____ Specifications too "tight", i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)

2. _____ Specifications are unclear. (Briefly explain below)

3. _____ We are unable to meet specifications.

4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of City)

5. _____ Our schedule would not permit us to perform within the required time.

6. _____ We are unable to meet bond requirements.

7. _____ We are unable to meet insurance requirements.

8. _____ We do not offer this product or service.

9. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

_____

_____

_____

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE:_____

ADDENDA ACKNOWLEDGEMENT FORM

BIDDER acknowledges receipt of the following addenda (as applicable):

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

Addendum No. 5 _____ Dated _____

_____

(Name of Bidder)

By: _____

Title: _____

GERMANTOWN INSURANCE REQUIREMENT

The **VENDOR** shall purchase and maintain the insurance outlined below to provide protection from the **VENDOR'S** negligent acts. The **VENDOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **VENDOR**.

- Comprehensive General Liability in the amount of $1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The City of Germantown must be named Additional Insured and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Germantown and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of $500,000 Combined Single Limit. The City of Germantown must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Germantown and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Germantown and this must be noted on the Certificate of Insurance.
- If required by contract documents, the **VENDOR** must carry Professional Liability in the amount of
  $1,000,000 per occurrence.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing Insurance Company will mail 30 days written notice to: The City of Germantown, Procurement Department, P.O. Box 38809 Germantown, TN 38138-0809, by registered mail, return receipt requested.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **VENDOR** shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____(*Name of Contractor*)

_____ (*Address of Contractor*) a _____

_____(*State of formation of CONTRACTOR*)

Corporation (*Corporation, Partnership, Limited Liability Company, Individual or Joint Venture—indicate which*), hereinafter called CONTRACTOR,

and _____(*Name of Surety*)

(*Address of Surety*)

hereinafter called SURETY, are held and firmly bound untothe City of Germantown, Tennessee, 1930 South Germantown Road, Germantown, Tennessee, hereinafter called OWNER, in the penal sum of_____Dollars

($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the CONTRACTOR has entered into a certain Contract and Agreement ("Contract") with the OWNER, which is made a part hereof by reference, for: Fireworks Display – COG2026-14 JULY 4TH FIREWORKS DISPLAY

and if the CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby, stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract or to the work to be performed there under or the SPECIFICATIONS accompanying the same shall in any way release its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied and which is entitled to be satisfied by the CONTRACTOR and SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed this the day of

, 2026.

(*CONTRACTOR*)

By:

Title:

Address:

(*SURETY*)

By: _____
(*Attorney-in-Fact*)

Title: _____

Address: _____

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this _____ day of _____ 20___ by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the "**City**") and _____ [**insert name of Contractor**], a _____ [**State where Contractor established, but only if an entity, not applicable to sole proprietorships**] _____ [**type of entity – e.g., corporation, LLC, partnership, sole proprietorship**] (herein the "**Contractor**").

W I T N E S S E T H:

WHEREAS, the City desires to contract with a provider of fireworks and pyrotechnic displays and shows (herein the "**Contract Items**"), and

WHEREAS, the Contractor has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the Contractor desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The Contractor is to furnish the services and/or products as specified in the Invitation to Bid issued by the City under No. COG2026-14 JULY 4TH FIREWORKS DISPLAY (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The CONTRACTOR shall fully perform the Contract Items on or about the specified time of day of July 4, 2026. This Contract may be extended by the CITY for two (2) additional successive July 4th firework display performances (July 4, 2027 and July 4, 2028), by written notice to the CONTRACTOR given by January 31st of each respective year.

3.00 COMPENSATION

3.01. Amount of Compensation. The Contractor agrees to provide the services, equipment and products as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made

a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the City under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The City reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the City department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the City's representative shall notify the Contractor of the deficiencies in writing and the City may withhold payment until the deficiencies are corrected to the satisfaction of the City, such determination to be made in the sole and absolute discretion of the City. All invoices must clearly indicate the Purchase Order number.

4.00 ADDITIONAL SERVICES

In the event the City requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the City and the Contractor enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The Contractor shall commence to perform and/or furnish the Contract Items called for under this Contract upon the City's issuance of its written Notice to Proceed.

6.00 CONFLICT OF INTEREST

The Contractor declares that neither the Mayor nor any Aldermen or any other City official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the City in writing should any City official become either directly or indirectly interested in this Contract. The Contractor declares that, as of the date of this declaration, it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City, or to pay anyone else for the benefit of any official or employee of the City any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the City or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the City regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the City may terminate this Contract. Following such termination, the City and the Contractor shall agree upon a reasonable amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The Contractor warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The Contractor warrants that all equipment and products provided shall be furnished to the City in good and working condition. If the Contractor is notified in writing by the City of any faulty Contract Items furnished by the Contractor, the Contractor shall, at the City's option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the City; or (ii) refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The Contractor shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of Contractor hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the City, coverage for Contractor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of One Million Dollars ($1,000,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Errors and Omission Insurance. N/A

11.05. Certificates of Insurance. The Contractor shall provide the City with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the City. Said Comprehensive General Liability policy shall provide that the City be an additional insured and it must be noted on the Certificate

of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against the City and it must be noted on the Certificate of Insurance. The City shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent, tortious, and/or or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the City and its elected officials and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs, which may be incurred by the City arising from the negligent, tortious, and/or willful acts, errors, or omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the City is successful therein, the City shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal), incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, age, national origin, disability, religion, or sex. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, national origin, disability, religion, or sex. Such action may include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, age, religion, disability, national origin, or sex. The Contractor shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the City.

16.00 SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The City will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The Contractor shall procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The Contractor shall be solely responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the City and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought solely and exclusively in a court of competent jurisdiction in Shelby County, Tennessee and the Contractor hereby consents to the personal and subject matter jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: City of Germantown
1930 South Germantown Road
Germantown, TN 38138
Facsimile: (901) 757-7258

(ii) To: [**Insert Name of CONTRACTOR**]
_____
_____
Facsimile: ( ) _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 FACSIMILE; PDF SIGNATURES

Execution and delivery of this Agreement and all agreements entered into in connection with the transaction set forth herein (the "Collateral Agreements") by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement and Collateral Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

29.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

CITY OF GERMANTOWN, TENNESSEE

By: _____
Mike Palazzolo, Mayor

ATTEST:

By: _____
CITY Clerk/Recorder

APPROVED AS TO FORM:

_____
City Attorney

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:
_____
_____

CONTRACTOR's Telephone Number:
(_____)_____

CONTRACTOR's Facsimile Number:
(_____)_____

EXHIBIT "A"

Invitation to Bid No. COG2026-14

EXHIBIT “B”

CONTRACTOR’S Bid