



Agenda Item # C - 6

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval of a bid award in an amount not to exceed \$100,000.00 and authorization for the Village Manager to execute a contract with the lowest responsive, responsible bidder for Annual Carnival Ride Services to Florida Carnival & More Inc.

BACKGROUND: The Village hosts a minimum of four (4) community festivals throughout the year. The current schedule includes: July 4th Celebration (July), Rock-and-Fall Fest (October), Winter Fest (December) and West Fest (February). Each of these festivals includes the offering of amusement attractions and carnival rides. The events range from 1-day events to 3-day events. Each event has a unique theme and historically, the Village has selected rides and attractions that fit with each of the event's theme and budget.

ISSUE: On May 13, 2025, the Village issued a Request for Proposals for Annual Carnival Ride Services. One competitive proposal was received which includes unit costs per ride and attraction being provided per event. The proposal includes discounted rates for multiple ride and attraction selections per event. Staff recommends awarding the initial 1-year contract to Florida Carnival & More Inc., as they were the lowest responsive and responsible bidder.

Funds to come from Account # 7220-34-90

RECOMMENDED ACTION: Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Parks and Recreation Director		6/5/25	

CONTRACT

THIS CONTRACT, made and entered into this _____ day of June, 2025, between the Village of Royal Palm Beach a municipality, incorporated in the State of Florida, hereinafter referred to as the "OWNER" and Florida Carnival & More, Inc. hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Annual Carnival Ride Services

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Request for Proposals
- B. General Conditions/Instructions to Bidders
- C. Bid Form
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Sworn Statement on Public Entity Crimes
- G. Truth-in-Negotiation Certificate
- H. Drug Free Workplace Certification
- I. Certification Pursuant to Florida Statute §215.4725
- J. E-Verify Affidavit
- K. Florida Statute §287.135 Company Certification Affidavit
- L. References of Similar Work (Questionnaire)

and to accept as full compensation for the satisfactory performance of this Contract the sum not to exceed One Hundred Thousand Dollars (\$100,000.00) for the initial one-year term which is based on the pricing in the Bid Form. The price named in the Bid is for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as may be noted in the bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

This Contract shall have an initial term of one (1) year with the timeline for completion of the Annual Carnival Ride Services as set forth above. The Contract may be renewed and extended for four (4) additional one (1) year terms for Annual Carnival Ride Services for the same Specifications – Special Conditions, and for the amount of compensation based on services to be provided for any given renewal term and as adjusted as outlined immediately below, upon written agreement of both parties.

The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach,

FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@RoyalPalmBeachFL.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

This Contract shall be governed by the laws of the State of Florida and the venue of any action shall be Palm Beach County, Florida.

This three (3) page Agreement, along with other documents referenced as exhibits above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed by both parties and attached hereto as an addendum to this Agreement.

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
Diane DiSanto, Clerk

OWNER:
Village of Royal Palm Beach

By: _____
(Seal)

By: _____
Raymond C. Liggins, PE, ICMA-CM
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

CONTRACTOR:
Florida Carnival & More, Inc.

By: _____
(Print Name) _____

By: _____
Stan Trivlis, President

(Corporate Seal)

signed, sealed and delivered in
the presence of two witnesses:

Witness

Witness