

REQUEST FOR COUNCIL ACTION

SUBJECT: 2019 Midway West Amusements carnival contract approval

SUMMARY: Approval of the 2019 Midway West Amusements contract for carnival services during the Western Stampede city celebration July 4, 5 and 6.

**FISCAL/ASSET
IMPACT:**

The City will not have a fiscal impact as the City does not pay Midway for the carnival services. Midway will pay the City a guaranteed minimum payment of \$35,000 or 30% of total ride gross ticket sales up to \$150,000 and 35% of gross ticket sales above \$150,000, whichever is greater. Further, Midway will pay to the City \$4,500 for game and food concessions.

STAFF

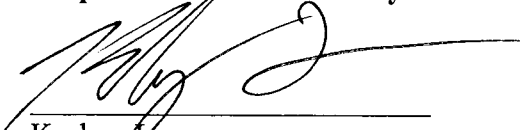
RECOMMENDATION: Staff recommends approving the 2019 Carnival contract with Midway West Amusements.

MOTION

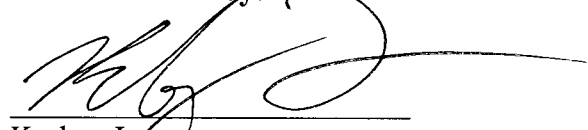
RECOMMENDED: "I move to approve Resolution No. 19-07, authorizing the Mayor to execute the carnival contract with Midway West Amusements."

Roll Call vote required

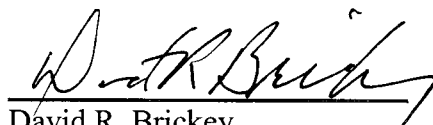
Prepared and Presented by:


Korban Lee
Assistant City Manager

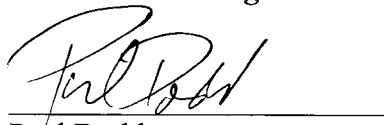
Recommended by:


Korban Lee
Assistant City Manager

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed as to legal sufficiency:


Paul Dodd
Deputy City Attorney

City Staff sought proposals for “carnival services” from amusement companies with expertise in large scale quality carnivals through an RFP. City Staff considered the following criteria in the selection process:

- Experience and qualifications
- Understanding of the project
- Ability to deliver
- Quality of end product
- Ability to manage the project
- Cost

The RFP closed March 12, 2019 and staff received two proposals. Copies of the proposals that were received are in the City Clerk's office for review.

The proposals were reviewed by the selection committee and evaluated based on the factors and criteria contained in the RFP. After scoring and reference checks, Midway West Amusements was selected as having the best proposal for our city Celebration.

Attached: 2019 Carnival Contract with Midway West Amusements
Carnival RFP
Midway West Amusements Proposal
Score Sheet Used in Selection Process

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-07

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF WEST JORDAN AND MIDWAY WEST AMUSEMENTS.

WHEREAS, the City of West Jordan is in need of carnival services, the City opened an RFP in order to find the best provider for the City to provide these services; and

WHEREAS, at the conclusion of the RFP process, the City selected Midway West Amusements to provide the necessary services; and

WHEREAS, the City Council for the City of West Jordan has reviewed the Agreement for Services with Midway West Amusements, for the 2019, 2020 and 2021 Western Stampede Carnivals; and,

WHEREAS, the City Council desires that the agreement be executed by the Mayor,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute the Agreement for Services for the 2019, 2020 and 2021 Western Stampede Carnival with Midway West Amusements.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 8th day of May 2019

CITY OF WEST JORDAN

By: _____
Mayor Jim Riding

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council:

"YES"

"NO"

Councilmember Alan Anderson

Councilmember Dirk Burton

Councilmember Zach Jacob

Councilmember Chad Lamb

Councilmember Christopher McConnehey

Councilmember Kayleen Whitelock

Mayor Jim Riding

AGREEMENT FOR SERVICES

City of West Jordan and

MIDWAY WEST AMUSEMENTS

THIS AGREEMENT FOR SERVICES (the "Agreement") entered into by and between the City of West Jordan, a municipal corporation (hereinafter referred to as "City") and Midway West Amusements, an Arizona Corporation (hereinafter referred to as "Carnival").

WHEREAS, Carnival desires to participate in the Western Stampede to provide the event and services set forth herein; and

WHEREAS, City desires Carnival's participation for 2019, 2020 and 2021; and

WHEREAS, Carnival will charge participants for the activities and services.

NOW THEREFORE, City and Carnival agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Obligations of Carnival. Carnival shall:
 - a. Deliver all necessary materials, supplies, equipment and electrical/generator power necessary to provide and operate the rides, refreshments and games described as required below and in the proposal. All Activities shall be delivered and maintained in a clean condition and in good repair.
 - b. Provide all labor, materials, supplies and equipment necessary to set up the Activities in the area(s) designated by the City, which area(s) is/are within the park located west of West Jordan City Hall at 2200 West 7800 South (the "Premises"). Set-up shall be performed during City approved times and shall be complete before the designated operation times. Set up can not take place more than 4 days prior to commencement of the Carnival.
 - c. Provide all staff necessary to operate and supervise participation in the Activities by the public, during the following times for 2019:
 - i. Thursday, July 4, 2019 from 12:00 p.m. to 11:00 p.m.
 - ii. Friday, July 5, 2019 from 12:00 p.m. to 11:00 p.m.
 - iii. Saturday, July 6, 2019 from 12:00 p.m. to 11:00 p.m.
 - iv. Times and dates for future years will be provided to the Carnival at least 2 months in advance
 - d. Ticket sales shall stop at least 30 minutes before closing. Carnival shall be solely responsible for operation and supervision of the Activities, public participation in the Activities, and for all Carnival property.
 - e. Charge rates as set forth in Exhibit "A."
 - f. Provide City with a report of sales no later than 30 days after last day of the Western Stampede.
 - g. Provide fencing at the location(s) approved by the City.
 - h. Provide all lighting, with power.
 - i. A minimum of twenty rides (20) In the Spectacular, Major and Kiddie categories but Carnival may bring more rides if they chose. This will include Carnival's Large Ferris Wheel. A maximum of Twenty (20) Game Booths, and a Maximum of (5) Food Booths.
 - j. Participate in a security coordination meeting as scheduled by the City, at a time that is mutually agreeable to City and Carnival.
 - k. Provide signage as approved by the City.
 - l. Obtain all required licenses and permits, and send a copy of all to the City
 - m. Maintain the Premises in a clean condition, free of garbage and debris. Provide all clean-up and additional trash containers. Trash cans will be staged at Veteran's Memorial throughout the duration of their stay.
 - n. Disassemble and remove all Activities, materials, supplies and equipment from the Premises no more than 2 days after the Carnival is over, at a time approved by the City (the "Removal Period"). Removal of Activities from the Premises will not be permitted prior to or after the Removal Period unless specifically authorized, in writing, by the West Jordan City Manager. The Premises shall be left in a condition substantially similar to the condition existing prior to Carnival's use of the Premises.
3. Obligation of the City. City shall:

- a. Provide Carnival with the location for setting up and operating the Activities.
 - b. Review and approve, in a timely manner, fencing location(s), signage, Activity set up and removal times, and scheduling of security coordination meeting.
 - c. Provide connection to potable water source(s), at location(s) and in a manner approved by the City. Connection using any unapproved source or method shall result in immediate removal by the City of such connection and shall subject to Carnival to criminal and civil penalties pursuant to any and all applicable federal, state and local laws, ordinances, rules and regulations.
 - d. City shall not be responsible for marketing.
4. Performance Standards: Except as otherwise expressly provided, Carnival shall fully perform all contracted work and services in a timely and skillful manner and in accordance with the Agreement and all prevailing industry standards and customs.
5. Compensation and Payment.
 - a. Carnival shall be compensated by collection of payment from participants and shall not receive compensation from City for the performance described in Paragraph 2. City shall not be liable to compensate Carnival for any loss or damage due to cancellation, regardless of cause, of the Western Stampede for any or all of the items of Carnival.
 - b. Carnival shall pay the City a guaranteed minimum of \$35,000; or
 - c. 30% of total ride gross ticket sales (including advanced sales) up to \$150,000.00 and 35% of gross tickets sales above \$150,000, whichever is greater;
 - d. Carnival shall pay the City \$4,500 for game and food concessions.
 - e. All Payments shall be made no later than 30 days after last day of the Western Stampede.
6. Effective Date and Term of Agreement. This Agreement for the Western Stampede shall commence on the date inscribed herein below ("Effective Date") and shall expire without further notice or condition on August 31, 2021, unless terminated early in accordance with the provisions of Section 11.
7. Relationship of Parties. The relationship of City and Carnival shall be that of independent Contractor(s), and in no event shall Carnival or its officers, agents, volunteers or employees be considered an officer, agent, servant or employee of City. Carnival shall be solely responsible for participation in the West Jordan Stampede Days Celebration, and City shall not be liable for stolen property, injuries, liability claims, or action arising out of Carnival's participation in Western Stampede.
8. Insurance. Concurrently with execution of this Agreement, Carnival shall provide a current certificate of insurance. Throughout the term of this Agreement, Carnival shall maintain the following minimum insurance:
 - a. Workers Compensation meeting state statutory minimum; and
 - b. General Liability of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate. Insurance companies shall not have an AM Best rating of less than A- and IX; and
 - c. Property Damage of not less than \$1,000,000 combined per occurrence
 - d. Automobile Liability of not less than \$1,000,000 combined per occurrence.
 - e. The City of West Jordan reserves the right to review the Carnival's insurance policy and request increases to sublimits or other gaps in insurance where the City deems necessary.
 - f. The City, its elected officials, officers, agents, employees and volunteers shall be listed as additional insureds.
 - g. Proof of insurance shall be provided at least 30 days prior to the event
9. Permits, Laws and Regulations: CARNIVAL SHALL SUBMIT COPIES OF ALL REQUIRED COUNTY AND STATE FOOD PERMITS TO THE CITY. All sales of food or beverages, and all employment terms and conditions of Carnival employees shall be in conformity with the applicable laws and regulations of the United States, the State of Utah, Salt Lake County, and the City. Carnival shall be familiar with such laws and ordinances, and shall see that the same are enforced. Carnival shall not sell or provide foods or beverages prohibited by the City or which are unsafe in any way. Carnival is aware that NO BEER OR ALCOHOLIC BEVERAGES MAY BE SOLD OR CONSUMED ON PREMISES.
10. Indemnification. Carnival agrees to indemnify, protect, defend and hold harmless West Jordan City, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the act, omission, negligence or intentional acts of Carnival's agents, employees, representatives, assigns, and subcontractors under this Agreement.
11. Early Termination of Future Appropriations. This Agreement may be terminated, with cause, by either party in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the City or its future budget appropriations. If this Agreement extends beyond the current fiscal year, and future

appropriations are unavailable or insufficient, the City may terminate this Agreement upon ten (10) working days written notice, without compensating Carnival.

12. Renewal: This agreement may be renewed, at the option of the parties, upon written agreement for one additional three year term.
13. Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.
14. Authorization. Each party has expressly authorized the execution of the Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any other who may claim through it to this Agreement.
15. Waiver; Remedies Cumulative. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
16. Assignment. This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.
17. Integration. Except for Contractor's written proposals for obtaining this Agreement, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
18. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Carnival represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest Ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.
19. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

With a copy to the City Attorney
I. Robert Wall, City Attorney
8000 South Redwood Road, 3rd floor
West Jordan, Utah 84088

Facsimile# (801) 569-5149

TO MIDWAY WEST AMUSEMENTS: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ Day of _____, 2019.

CITY OF WEST JORDAN

ATTEST:

Mayor Jim Riding

Melanie S. Briggs, City Recorder

MIDWAY WEST AMUSEMENTS

By: Michelle Jensen
Its: president

STATE OF Arizona :SS

COUNTY OF Maricopa

On this 25 day of April, 2019, personally appeared before me, _____
Michelle Jensen, who being by me duly sworn did say that he/she is the _____
President of Midway West Amusements, an Arizona corporation, and that the
foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Andres Olivas
NOTARY PUBLIC

My Commission Expires: 9/19/2022

Residing in Gilbert County, Maricopa

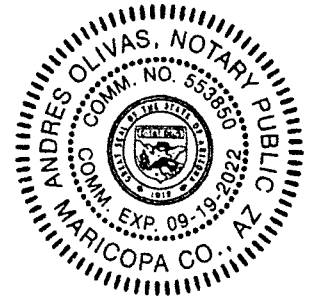


EXHIBIT A

Cost to Fair Patrons

Ticket Pricing

Single Tickets ----- \$1
20 Tickets-----\$20
30 Tickets-----\$30
Unlimited Wristband-----\$30

Ticket Requirements

“Kiddie” Rides----- 3 tickets
“Major” Rides----- 4 tickets
“Spectacular” Rides ----- 5 tickets

Average games cost per patron: \$3.00 (most game concessions guarantee a prize every time)

Discount Ticket Sales Opportunities

At least 2000 Pre-sale Unlimited Ride Wristbands
Mega Wrist Band
Buddy Day

**WEST
JORDAN
UTAH
REQUEST FOR PROPOSALS**

**Carnival Services
July 4, 5, & 6, 2019**

INTRODUCTION:

The City of West Jordan, Utah is seeking proposals from amusement companies, with expertise in large-scale carnivals to provide a carnival at Veterans Memorial Park on July 4, 5, & 6, 2019 for our Western Stampede event. The City is seeking proposals from current eligible contractors in good standing, with expertise in providing quality carnivals and family entertainment. The City anticipates entering into a three-year contract with the option of one additional 3-year renewal if both parties agree.

CITY CONTACT INFORMATION:

The City of West Jordan is the issuing entity for this document and all subsequent addenda relating to it. This Request for Proposals is entitled “Carnival Services”. Proposer is required to include this title on the front page of its proposal and in any correspondence with the City relating to the RFP.

For information regarding this Request for Proposals (RFP) or regarding submittal of proposals contact:

Paul Wellington
Purchasing Agent
paul.wellington@westjordan.utah.gov
801-569-5107

KEY DATES, ADDRESSES AND INSTRUCTIONS:

Proposals must be delivered to:

CITY OF WEST JORDAN
City Records Office (3rd floor)
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: 03/12/19 2:00 PM

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Paul Wellington regarding this Request for Proposal.

PROPOSAL CONTENT:

In addition to any other items set forth within this RFP, Contractor shall include the following with their Proposal:

1. Provide Carnival Services on July 4, 5, & 6, 2019 and future dates upon mutual party agreement with the following Scope of Services:
 - a. Plan, promote and produce a carnival and fairway in West Jordan's Veterans Memorial Park.
 - b. Load in can begin no earlier than June 30; Company must be completely off premises by July 8 at 5:00 PM
 - c. All trash in carnival area must be picked up and disposed throughout each day and before loading out.
 - d. Contractor must be turnkey.
 - e. Twenty (20) rides in the Spectacular, major and Kiddy Category; which includes a Large Ferris Wheel.
 - f. A maximum of twenty (20) Game Booths
 - g. A maximum of five (5) Food Booths
 - h. Provide 6' fencing around entire carnival with two (2) ingress and egress locations
 - i. Exhibit the ability to brainstorm and make suggestions to enhance the event and draw larger crowds and a more memorable event.
2. Description of your approach.
3. All rides and sizes you would bring with layout. See attachment A for a map of the park you can use for your layout of rides with the fence line.
4. Provide your qualifications and capacity to perform with at least three (3) references, including a current phone number, for the contact person where contractor has provided a carnival within the last three years.
5. In a ***separate sealed envelope*** provide a completed Contract Price Sheet (below) signed by Contractor. All prices indicated in the Contract Price Sheet must be firm for 60 days following the due date of proposals:
 - a. **Contract Price Sheet for Carnival Contractor**

2019 PRICE	\$
2020 PRICE	\$
2021 PRICE (add additional years if desired)	\$

6. Contractor will identify in their proposal the maximum limits of insurance they carry for the following lines of insurance:
- Workers Compensations
 - General Liability
 - Automobile Liability
 - Excess Liability

The City of West Jordan reserves the right to review the contractor's insurance policy and request increases to sub limits or other gaps in insurance where the City deems necessary. The City, its elected officials, officers, agents, employees, and volunteers shall be listed as additional insureds.

<i>Type of Insurance</i>		<i>Limits</i>
<i>Bodily Injury</i>	<i>Per Occurrence</i>	<i>\$5,000,000.00</i>
<i>Property Damage</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Automobile Liability</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Workers' Compensation</i>		<i>Statutory</i>

7. All firms submitting a Proposal must also submit a "Conflict of Interest and Non-Disclosure Certification". This is a required item and proposals will be disqualified if they do not have this Certification included in their proposal.

SUBMITTAL REQUIREMENT

Five (5) copies of the technical proposal and one copy of the sealed fee proposal shall be submitted to the City Clerk/Recorder's office by **2:00 p.m. on 03/12/19**

Submittal shall be made to the City of West Jordan City Clerk/Recorders Office, 8000 South Redwood Road, 3rd Floor Attention: Carnival Services 8000 South Redwood Road, West Jordan, UT 84088.

- Clearly label the outside of your envelope: **"Carnival Services"** Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile or e-mail.

Questions pertaining to this request for proposals should be submitted in writing to Paul Wellington by email at paul.wellington@westjordan.utah.gov. All responses to requests for clarifications shall be only through official addenda issued by Paul Wellington. No extension to

submit a proposal shall be granted due to the City's delayed response or if the City declines to respond. A selection committee shall review the submittal material.

OPENING OF PROPOSALS

Receipt and registration of proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the proposing engineering firms.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile or emailed proposals will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feedback from the department, may re-solicit for the purpose of obtaining additional proposals.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified within three (3) business days following the award by City Council.

DISCUSSIONS WITH BIDDERS (ORAL PRESENTATION)

An oral presentation by a bidder to clarify a proposal may be required at the sole discretion of West Jordan. However, West Jordan may award a contract based on the initial proposals received without discussion with the firms submitting proposals. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the bidder's expense.

SELECTION

The successful Proposer will be selected in accordance with the City procurement policy. Selection criteria to be used by the selection team include the following:

<u>Criteria</u>	<u>Points</u>
1. Experience, qualifications, reference checks, and past performance history	15
2. Demonstrated understanding of the project	15
3. Methodology to deliver the desired end product	15
4. Plan for managing the project	15
5.. Contract Price	40
TOTAL Points Available:	100

FORMATION OF THE AGREEMENT WITH THE SELECTED APPLICANT

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be entered into and executed by the Mayor.

CONTRACT TERMS AND CONDITIONS

Contract will be awarded for a three-year term. The parties will have an option for one additional three-year renewal so long as the parties mutually agree, and the City approves the necessary funds through its annual budget process.

The successful Contractor will be required to enter into a contract with West Jordan City, which will contain, inter alia, the following contract provisions:

Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all contracted work and services in a timely and skillful manner and in accordance with this Contract, and all prevailing industry standards and customs.

Contract Time: Contractor shall fully complete the Contract Work in a timely manner after execution of the Contract.

Renewal: Contract award shall be for three years with an option of one 3-year contract renewal if both parties agree.

Insurance:

<i>Type of Insurance</i>		<i>Limits</i>
<i>Bodily Injury</i>	<i>Per Individual</i>	<i>\$5,000,000.00</i>
<i>Property Damage</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Automobile Liability</i>	<i>Per Occurrence</i>	<i>\$1,000,000.00</i>
<i>Workers' Compensation</i>		<i>Statutory</i>

Indemnification: Contractor agrees to indemnify, protect, defend and hold harmless West Jordan City, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the act, omission, negligence or intentional acts of Contractor's agents, employees, representative, assigns, and subcontractors under this contract.

Waiver: Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

Independent Contractor: For the purpose of this Contract, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this contract, and employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties. Personnel under this Contract shall be mutually approved but are deemed for all purposes as employees or subcontractors of Contractor and as such, West Jordan City assumes no liability or responsibility for any wages, tax or insurance obligations on their behalf.

Workers Compensation Insurance: Contractor shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all of Contractor's employees hereunder pursuant to Utah State statutes. Contractor shall provide a certificate of insurance verifying that Contractor has complied with this requirement.

State and Federal Regulations: Contractor shall perform this contract in compliance with all applicable Utah state and federal laws, ordinances, and regulations.

Severability of Provisions: If any provisions of this contract are held invalid, the remainder of the contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Non-Assignability: Contractor shall not assign any interest in this contract, and shall not transfer any interest in this contract without written consent of the West Jordan City hereto.

Successor: The parties covenant that the provisions of this contract shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) Commercial information or non-individual financial information obtained from a person if:

(a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to West Jordan*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. The copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be accessed at:

<http://www.archives.state.ut.us/rim/forms/GRAMA-business-confidentiality.pdf>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED."

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative materials submitted may be returned only at West Jordan's option.

INCURRING COSTS

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.



PROJECT NAME

REQUEST FOR PROPOSAL SUBMITTAL CHECKLIST

BID INFORMATION

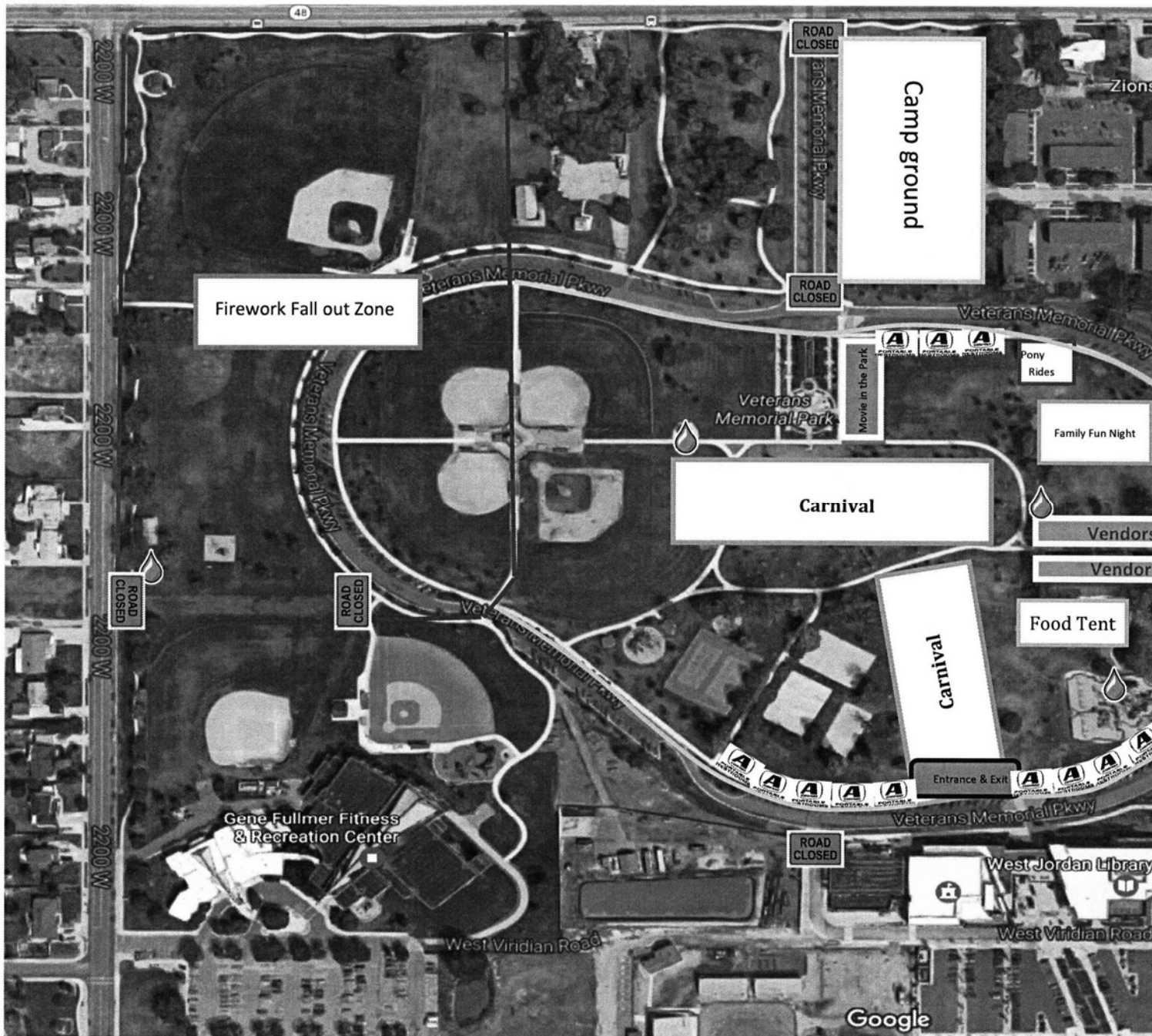
Bidder: _____.

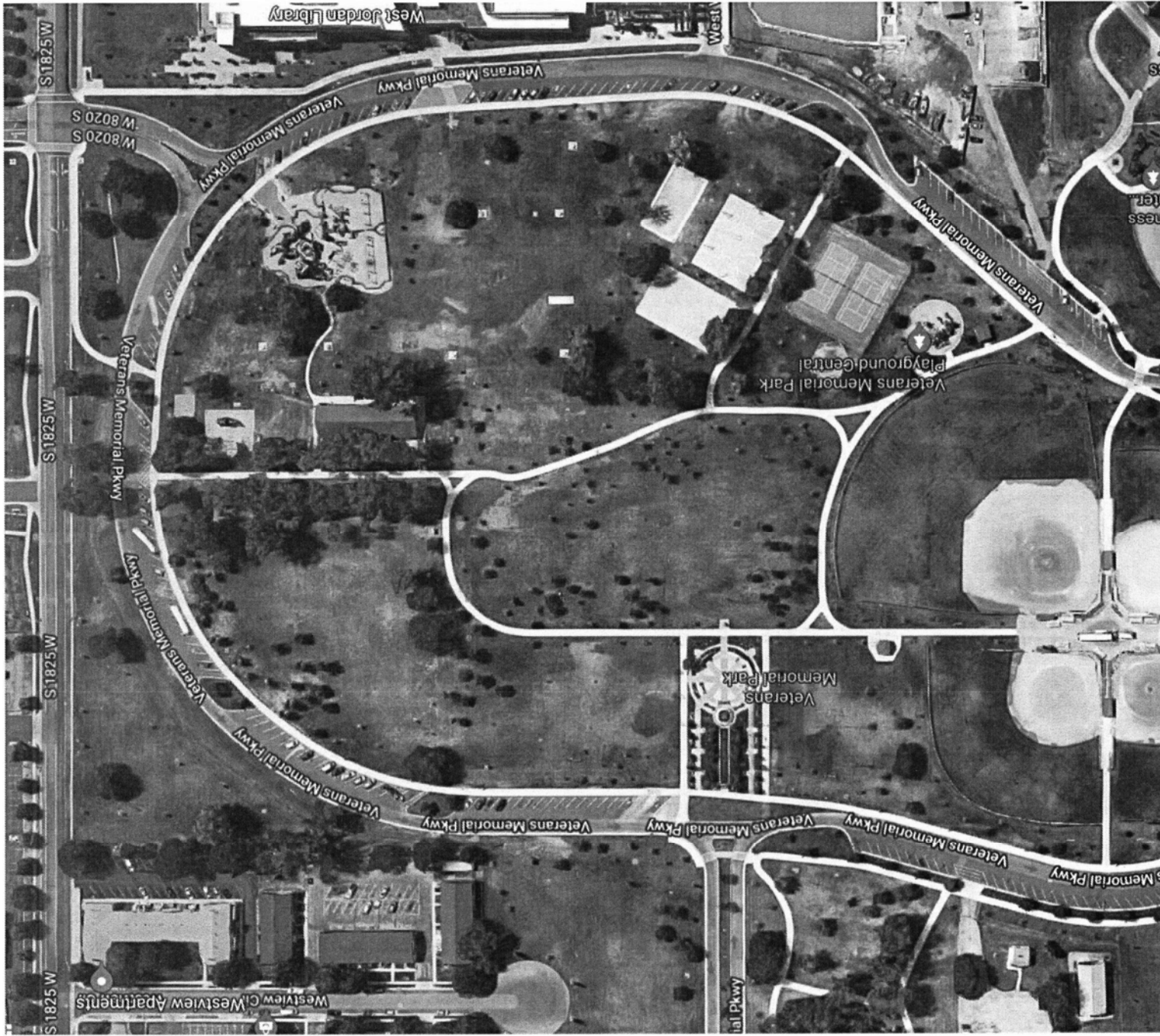
BIDDER'S CHECKLIST

In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements, including those not specifically stated below.

Attach this completed checklist to the outside of the Submittal envelope.

- ☐ Introductory letter.
- ☐ Project team information.
- ☐ Availability of key project personnel
- ☐ Proposed scope of work.
- ☐ Proposed schedule
- ☐ Information on consultant's experience with similar projects
- ☐ Three references
- ☐ Summary spreadsheet
- ☐ A separate sealed envelope containing proposed project fee.
- ☐ City Conflict of Interest form.
- ☐ Bid envelope shows the Bidder's name and address
- ☐ Bid envelope shows the name of the Project and due date and time of proposal.







**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

_____, being first duly sworn, deposes and says that he or she is
_____ of _____, the party making the foregoing bid. The
bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City
officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2)
retained any person to solicit or secure this contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3)
knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or
employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the
city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer _____
Title _____
Organization _____
Address _____

STATE OF _____)
:SS
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared before me, _____ who being
by me duly sworn did say that he or she is the _____ of _____, and that the foregoing
instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said
entity executed the same.

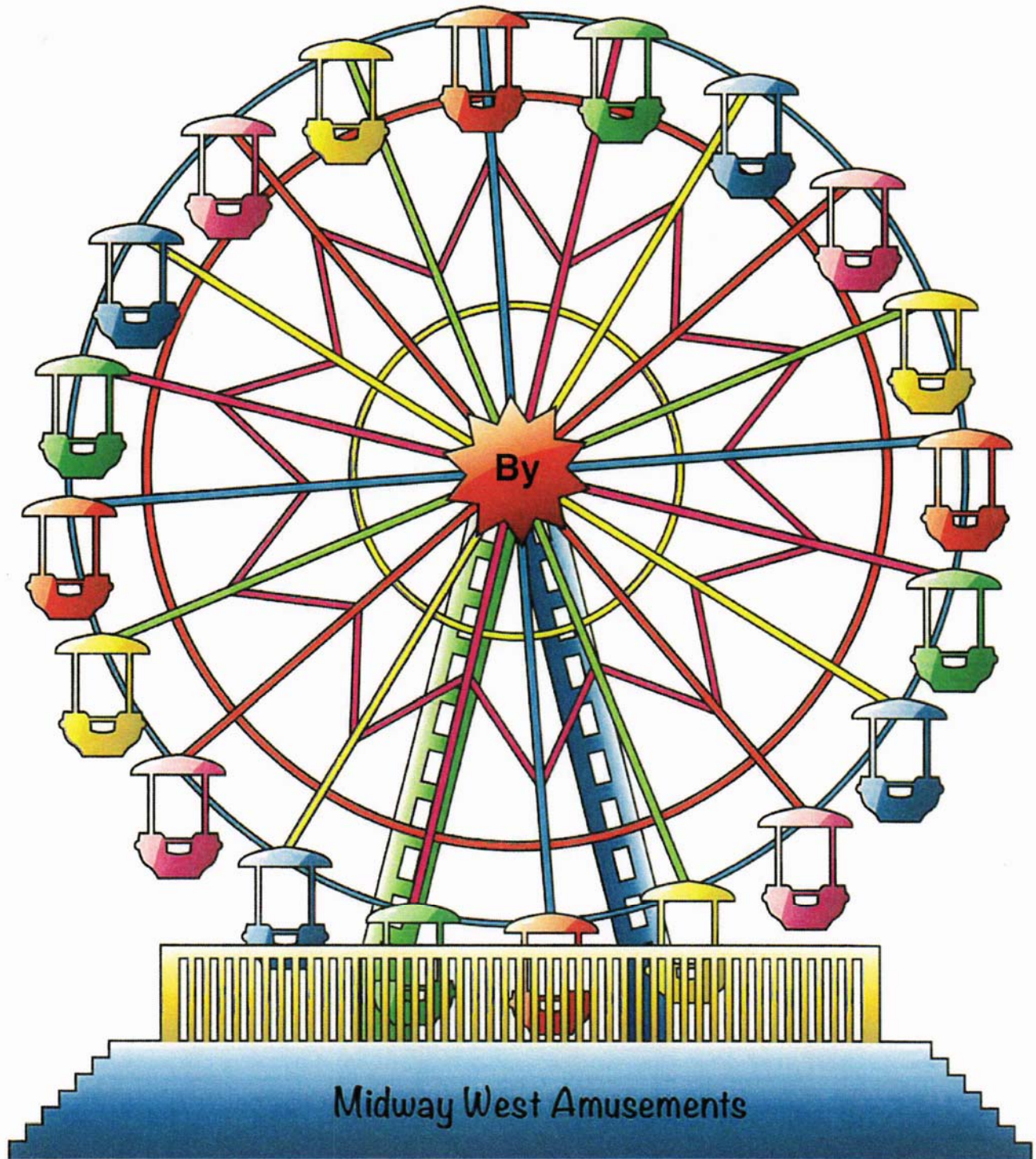
NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

West Jordan City

Request for
2019 Carnival Services



13614 N 99th Ave Sun City, AZ Ste. 809 85351



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

Michelle Jensen, being first duly sworn, deposes and says that he or she is
president of Midway West Amusements the party making the foregoing bid. The
bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City
officer or employee or former West Jordan City officer or employee, or his or her relative or business entity; 2)
retained any person to solicit or secure this contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3)
knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or
employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the
city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

Responsible Managing Officer Michelle Jensen
Title president
Organization Midway West Amusements
Address 13614 N 99th Ave 809
Sun City, Arizona 85351

STATE OF Arizona)
:SS
COUNTY OF maricopa)

On this 11 day of March, 2019, personally appeared before me, Michelle Jensen who being
by me duly sworn did say that he or she is the president of Midway Amusement and that the foregoing
instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said
entity executed the same.

Alberto Vasquez
NOTARY PUBLIC

My Commission Expires: 1-10-2020 Residing in Arizona County, maricopa





PROJECT NAME

REQUEST FOR PROPOSAL SUBMITTAL CHECKLIST

BID INFORMATION

Bidder: Midway West Amusements

BIDDER'S CHECKLIST

In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements, including those not specifically stated below.

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- ☒ Bid envelope shows the Bidder's name and address
- ☒ Bid envelope shows the name of the Project and due date and time of proposal.

Event Coordinator

We at Midway West Amusements want to thank The City of West Jordan for giving us the opportunity to present you with a proposal for carnival services. We have read through the RFP requirements and are prepared to provide the city with the services required. Within this RFP response we will present you a new and exciting preview on how we will manage the carnival services for your event upon being the selected contractor. We will work closely with the City to insure that any requests are promptly fulfilled and we will do any extra work necessary to help the event continue to grow and become more successful.

We are excited to work with your city and provide services to your event. Because we are one of the few companies that has Management staff in their late twenties/early thirties, we are especially proud that we are able to stand out and offer many new and innovative outlooks to our events that help to attract the younger generation. We love to work closely with each city to offer a different scope of promotions that can really help to bring in additional revenue and help to spotlight your event. Because each event is a little different, we cater our promotions to each of the events that we service based on what we and the events coordinator believe will work best when you study the history of each event. When people ask what separates us from the competition, the answer is simple - Affordability. We love to provide an affordable, safe, clean and popular carnival midway and are constantly looking into the newest, most popular equipment to try to catch the eye of the crowd. Without costing an arm or a leg!

After reading our proposal, you will have a better understanding of how we are a very close, family oriented company that works well together to accomodate each city we service. We love that we are able to work together with our children and pass on all of the knowledge that we have, knowing that the services we provide will continue on. If there is anything that the city needs help with or needs done we are always right on top of it to make everything as perfect as possible. We are very easy going and good to work with. When building a long term relationship, it is important to consider longevity and when choosing to go with Midway West, you can rest assured knowing that we are prepared to service your community for many, many years to come. We are extremely loyal and reliable. Once you have signed a contract with us, there is nothing that will stop us from being there to provide the services that we have promised.

Each event is a little bit different and so when we start an event, we like to meet with the Events coordinator prior to our load in process and discuss details that they may want to make changes to. We look forward to hearing from you and will provide you with the highest quality of amusement services possible.

Sincerely,

Michelle Jensen
602-617-7694

General Information

Company Name: Midway West Amusements
Mailing Address: 13614 N 99th Avenue
Sun City, AZ 85351
Office: 480-497-6871 Cell: 602-617-7694
Fax: 480-497-6872
Email: Mjmidwaywest@gmail.com
Principal Contact: Michelle Jensen

Company Profile and History

Midway West has been in business operating for over 26 years! Midway West is a family owned and operated business based out of Phoenix, Arizona. Owner's Michelle and Nathan Jensen were both raised in the industry on large scale carnivals. This instilled in them a lifetime of experience and knowledge, but more importantly the drive to get the job done right!

Michelle was born into the industry. She is a third generation carnival operator and worked in a game since before she can even remember. She started out working in games that her parents managed or owned. Meanwhile, Nathan grew up on Great Western which is better known today as RCS. After finding each other and getting married, they bought and managed games for a period of time, managed other carnivals and even went as far as to look into purchasing a carnival. This never actually panned out but what they were left with was the thought "we want to own our own carnival". After much discussion and deliberation, they finally settled on buying a ride.

Now Midway West has been formed and it's just starting out but it's still in the early stages of infancy only having one ride. How can you put on a carnival with only one ride? You can't! You're either stuck contracting into someone else's fair/festival or you have to make the big decision of buying more equipment - a lot more and fast.

Michelle and Nathan then started building Midway West into the full scale carnival it is today. They pooled together all of their knowledge and experience and incorporated it into their own business. This insured that as the company grew into the large scale carnival it is today, they would provide the public with the best experience possible.

Michelle and Nathan are no strangers to hard work. They understand the amount of work that goes into setting up for large scale events and celebrations and as such are always prepared to assist in any way possible to help each event thrive.

"There is no substitute for hard work." ~Thomas Edison

Success can be measured in several ways. Here at Midway West, we like to view success as being able to provide safe, clean and exciting entertainment at an affordable price. By sticking to these guidelines we have continued supplying our services to various events throughout the years.

We are proud of the fact that our carnival is operated by the owners. There is always an owner on site, making sure attractions run safely and smoothly. It gives our customers assurance and peace of mind to know that issues that may arise will be dealt with immediately by the owner. We also extremely proud of the fact that we are able to work together as a team with a few of our children. It is quite common in

today's society for children not to follow their parent's footsteps, but within the carnival industry, that unfortunately has even more truth to it. It is becoming more often that the next generation is opting out of the business rather than sticking with it and we are excited by thought that our company is going to continue to thrive all while staying in the family. This will ensure that the policies that we have implemented into our business to make it a success will continue to be used for many years to come.

Midway West is an Arizona C-Corporation

Our Mission Statement:

- To provide a wholesome, safe clean atmosphere with exciting attractions to entertain our patrons!
- To provide an additional source of revenue for your county.
- To provide you with the professional, courteous service that you deserve!

Midway West operates on a strict **NO SMOKING** policy.

Drug Policy: Midway West operates on a strict **zero tolerance** drug policy. Midway West performs pre-employment drug screening on all employee's as well as random weekly testing.

We provide many amenities for our guests so they can enjoy themselves to the fullest while watching their children. Some of these amenities include shaded seating areas, tables for our guests to eat and relax and ATM's. We also offer credit card services and cash back at our ticket boxes as another convenient option for our guests.

Project Understanding

Methodology

- Midway West will provide a fully turn-key, large scale carnival for your event including games, food and carnival rides for all ages. We specialize in large city festivals along with county fairs, and we love to provide wholesome entertainment.
- Once we arrive onsite we will begin to prepare for your event without delay. We are a fully turnkey operation that only requires access to fresh water. In order to best serve you, we plan on starting the load in process immediately on June 30th once we receive permission. Set up will be quick and efficient, followed by inspections and washing of the equipment. Here at Midway West, we are very focussed on cleanliness. Because of this, at least one member of the Jensen family walks the midway during setup, carefully inspecting the equipment as well as the employees and surrounding areas to ensure a clean appearance and environment is maintained.
- After setup is completed, a 6' fence will be erected around the carnival area with two ingress and egress locations. A member of the management team carefully inspects each ride and makes certain that they are ready for public use. The staff member then performs a test run of each ride.
- Trash cans will be supplied by Midway West Amusements and spread throughout the carnival area. They will be emptied throughout each day of the event. Trash will be picked up from carnival area each night after the close of the carnival and the area will be swept clean before pulling out.

Experience and Qualifications

- For over 30 years we have focussed on providing the best quality of service available to the public. In order to do so, we have studied our industry very carefully and have acquired an inventory of over 40 attractions that are the most popular and entertaining on the market. We do our best to rotate our equipment between events each year in order to ensure each event receives something new and exciting to help increase turnout and customer reviews.
- As with any business, but most importantly with a carnival midway provider, our employees are the key to success. Most of our customers only have interaction with our employees, never meeting the owners or the management under normal circumstances. As such, we are proud to say that we perform pre-employment background checks on all employees and perform weekly random drug tests. All Midway West employees are trained on the safe operation of rides, proper employee conduct and our dress code. Midway West prides themselves on maintaining a neat and professional appearance at all times. Employee's must wear a set up uniform which includes a safety shirt, safety vest, and a hard hat. While the carnival is open to the public they must wear a uniform shirt, black pants or knee length docker style shorts, black belt along with photo ID badge. Employee's must be neatly shaven, with no beards or long hair, and no piercings. The Jensen's and management staff check the appearance and conduct of the employee's throughout the event. Our supervisors and managers, with decades of experience on the show, know the rules and enforce the Midway West policies.
- Here at Midway West, we love to be involved in each community as much as possible. One way we are trying to do this is by implementing a new program that's purpose is to try to hire local students in each area that we do business that are interested in the field of special events or are already in a program needing an internship for the summer. We feel that it is very important to reach out to anyone that could benefit from the excellent experience we offer.

Circle of Excellence

- We are proud to support the industry by being involved in several different amusement associations. For the past three generations, members of the Jensen family have served as presidents and/or directors in the OABA for AZ, Oregon, California and Washington. We attend safety seminars such as North West Showman Association and Showman's League of America annually.

Spectacular / Adult Ride List

1. Star Trooper
2. Super Loops
3. Large Ferris Wheel
4. Gravitron
5. YoYo
6. Nitro(In the process of purchasing)
7. Ferris Wheel
8. Sizzler
9. Tornado
10. Swinger
11. Tilt a Whirl
12. Grand Carousel
13. Loop o Plane
14. Zipper

Family/Children Ride List

1. Super Jet
2. Buggy's
3. Cycles
4. Berry Go Round
5. Drummer Boy
6. Raiders
7. Fun Slide
8. Fun House
9. Wet Boats
10. Pirate's Cove
11. Elephants

Operation

Spectacular Rides

1. Star Trooper

Space Requirement: 65' Diameter
Height Requirement: 36" to ride
42" to ride without an adult
Maximum Passengers: 40



2. Super Loops

Space Requirement: 60' Length
Height Requirement: 48" to ride
Maximum Passengers: 20
Over 59' high!



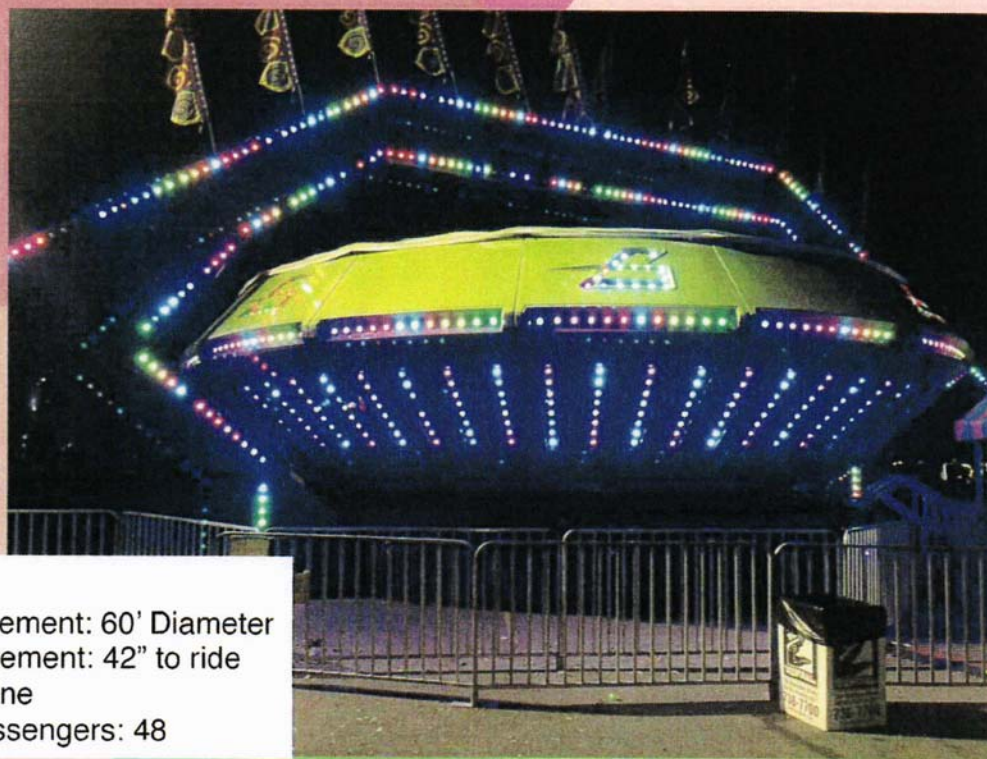
3. Large Ferris Wheel

Space Requirement: 55' Length
Height Requirement: 36" to ride
42" to ride without an adult
Maximum Passengers: 40
Over 65' high!



6. Gravitron

Space Requirement: 60' Diameter
Height Requirement: 42" to ride
42" to ride alone
Maximum Passengers: 48





5. YoYo

Space Requirement: 55' Diameter
 Height Requirement: 40" to ride
 48" to ride without an adult
 Maximum Passengers: 30
 Over 50' high!



5. Nitro

Space Requirement: 60' Diameter
 Height Requirement: 54" to ride
 Maximum Passengers: 16
 Over 50' high!

Major Rides

1. Hy-5 Ferris Wheel

Space Requirement: 65' Diameter

Height Requirement: 36" to ride

42" to ride without an adult

Maximum Passengers: 40



2. Sizzler

Space Requirement: 60' Diameter

Height Requirement: 42" to ride

Maximum Passengers: 32





3. Tornado

Space Requirement: 60' Diameter
 Height Requirement: 40" to ride
 48" to ride without an adult
 Maximum Passengers: 32



4. Swinger

Space Requirement: 65' Diameter
 Height Requirement: 36" to ride
 42" to ride without an adult
 Maximum Passengers: 40

5. Tilt-a-Whirl

Space Requirement: 50' Diameter

Height Requirement: 36" to ride

42" to ride without an adult

Maximum Passengers: 28



6. Grand Carousel

Space Requirement: 65' Diameter

Height Requirement: 36" to ride

42" to ride without an adult

Maximum Passengers: 40

7. Loop o Plane

Space Requirement: 40' Diameter

Height Requirement: 36" to ride

42" to ride without an adult

Maximum Passengers: 8



8. Zipper 1

Space Requirement: 60' Diameter

Height Requirement: 48" to ride

Maximum Passengers: 24





12. Zipper 2

Space Requirement: 60' Diameter
Height Requirement: 48" to ride
Maximum Passengers: 24

Kiddie Rides



1. Coaster

Space Requirement: 50' Diameter
Height Requirement: 36" to ride
Maximum Passengers: 12

2. Buggies

Space Requirement: 30' Diameter
Height Requirement: 36" to ride
Maximum Passengers: 24



3. Cycles

Space Requirement: 30' Diameter
Height Requirement: 36" to ride
Maximum Passengers: 16



4. Berry Go Round

Space Requirement: 30' Diameter
 Height Requirement: 36" to ride
 without an adult
 Maximum Passengers: 16



6. Drummer Boy

Space Requirement: 30' Diameter
 Height Requirement: 36" to ride
 without an adult
 Maximum Passengers: 20

8. Merry Go Round

Space Requirement: 40' Diameter

Height Requirement: 42" to ride
without an adult

Maximum Passengers: 30



9. Raiders

Space Requirement: 90' Length

Height Requirement: 36" to ride
without an adult

Maximum Passengers: 450 per hour



10. Fun Slide

Space Requirement: 100' Long

Height Requirement: 42" to ride
without an adult

Maximum Passengers: 450 per hour



11. Fun House

Space Requirement: 55' Long

Height Requirement: 36" to ride
without an adult

Maximum Passengers: 450 per hour

12. Wet Boats

Space Requirement: 40' Diameter

Height Requirement: 36" to ride

Maximum Passengers: 24



7. Flying Elephants

Space Requirement: 30' Diameter

Height Requirement: 36" to ride

Maximum Passengers: 24



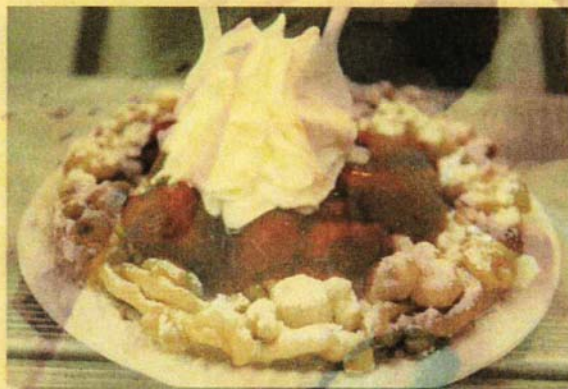
Food Concessions



1. Popper

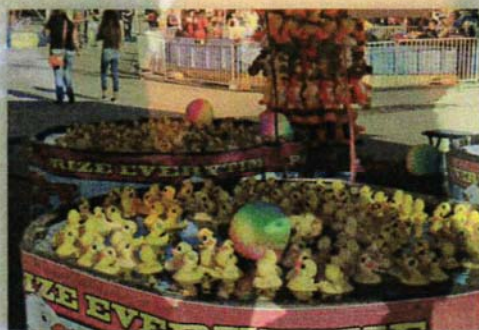


2. Burger Barn



Game Concessions

1. Duck Pond



2. Ring a Bottle



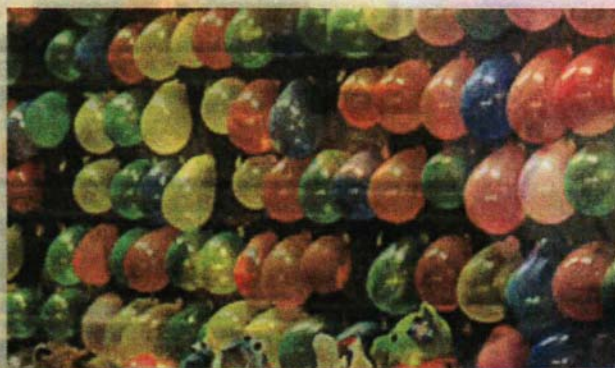
3. Spill the Milk



4. Balloons(mirrors)



5. Balloons(plush)



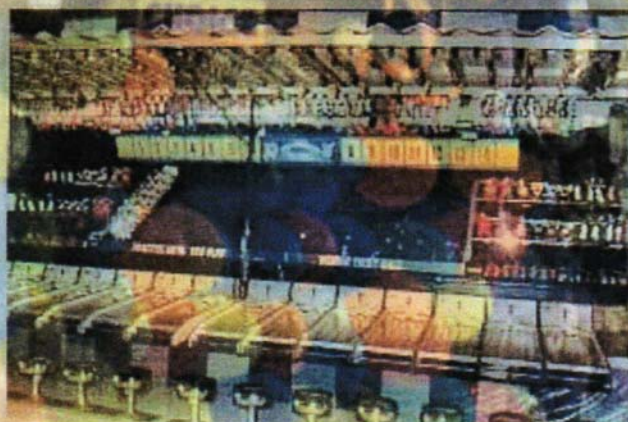
6. Mini Ball



7. Long Range

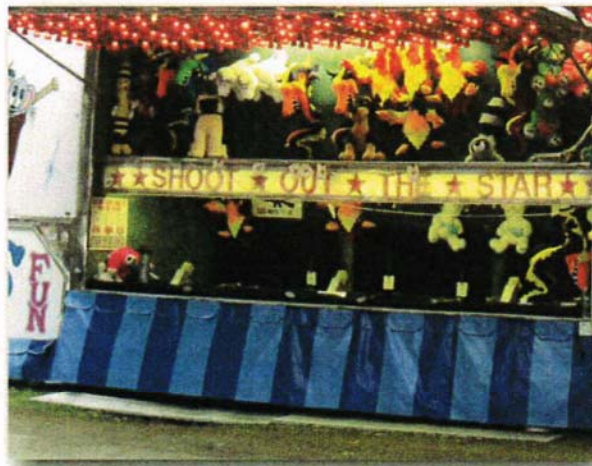


8. Derby

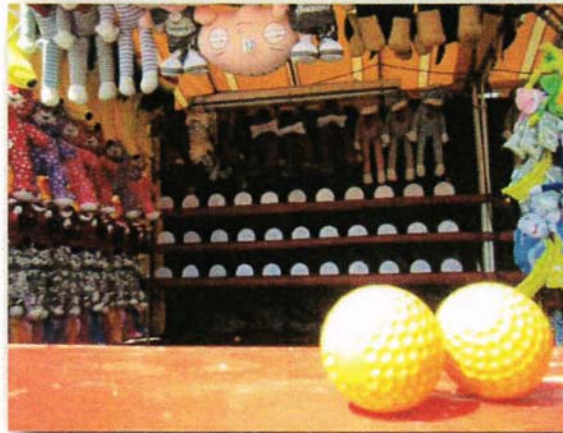


KIDS
PRIZE
EVERYTIME

9. Shoot out the Star



10. Break a plate



12. Whiffle Ball



13. Hi Striker



14. Ring a Duck



15. Tubs

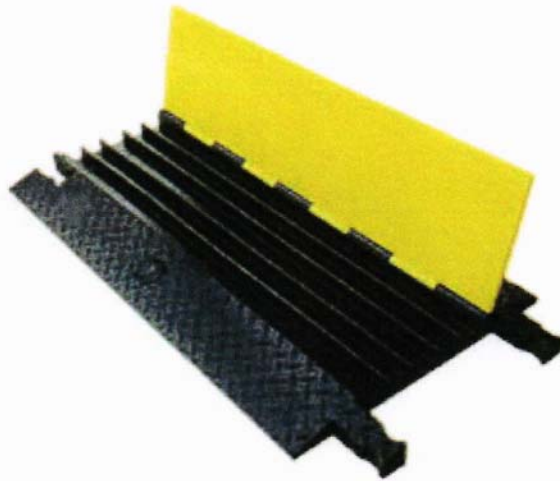


16. Gold Fish



Support Equipment

Cable Covers



Shaded Rest Areas



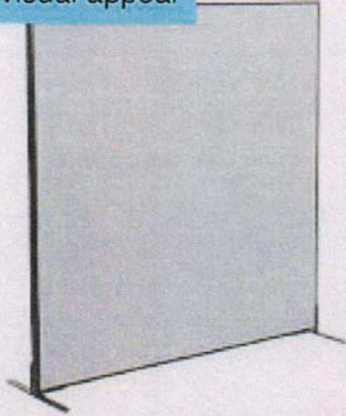
Benches & Tables



Trash cans located throughout the midway



Privacy walls to assist
midway visual appeal



Ultra-silent generators



Standard Light Towers



New Free Standing
Light Towers



Cost to Fair Patrons

Ticket Pricing

Single Tickets.....	\$1
20 Tickets.....	\$20
30 Tickets.....	\$25
Unlimited Wristband.....	\$30

Ticket Requirements

- Kiddie Rides require 3 ticket
- Major rides require 4 ticket
- Spectacular rides require 5 tickets
- Average game cost per patron: \$3.00(most game concessions guarantee prize every time)

Discount Ticket Sales Opportunities

At least 2000 Pre Sale Unlimited Ride Wristbands

Mega Wrist Band

Buddy Day

Customer Service

Complaints are handled through our customer service office. We will locate our office in a conspicuous location and have office personnel ready to address complaints of any nature. Once the complaint has been taken to our office personnel, they will listen to the complaint and address it accordingly. If necessary, our office personnel will contact the management staff member responsible for overseeing the area the complaint occurred. That manager will immediately take the necessary steps to address the complaint. Office personnel will be on staff at all times during hours of operation in order to best address any customer service concerns.

Staff Uniforms

Midway West requires that staff wear a uniform polo shirt containing their logo, **black** dockers-style pants or knee length dockers-style shorts and a black belt. Midway West requires everyone maintain a neat, clean shaven appearance, allowing no beards or facial piercings.



Here at Midway West, we love to be involved in each community as much as possible. One way we are trying to do this is by implementing a new program that's purpose is to try to hire local students in each area that we do business that are interested in the field of special events or are already in a program needing an internship for the summer. We feel that it is very important to reach out to anyone that could benefit from the excellent experience we offer.

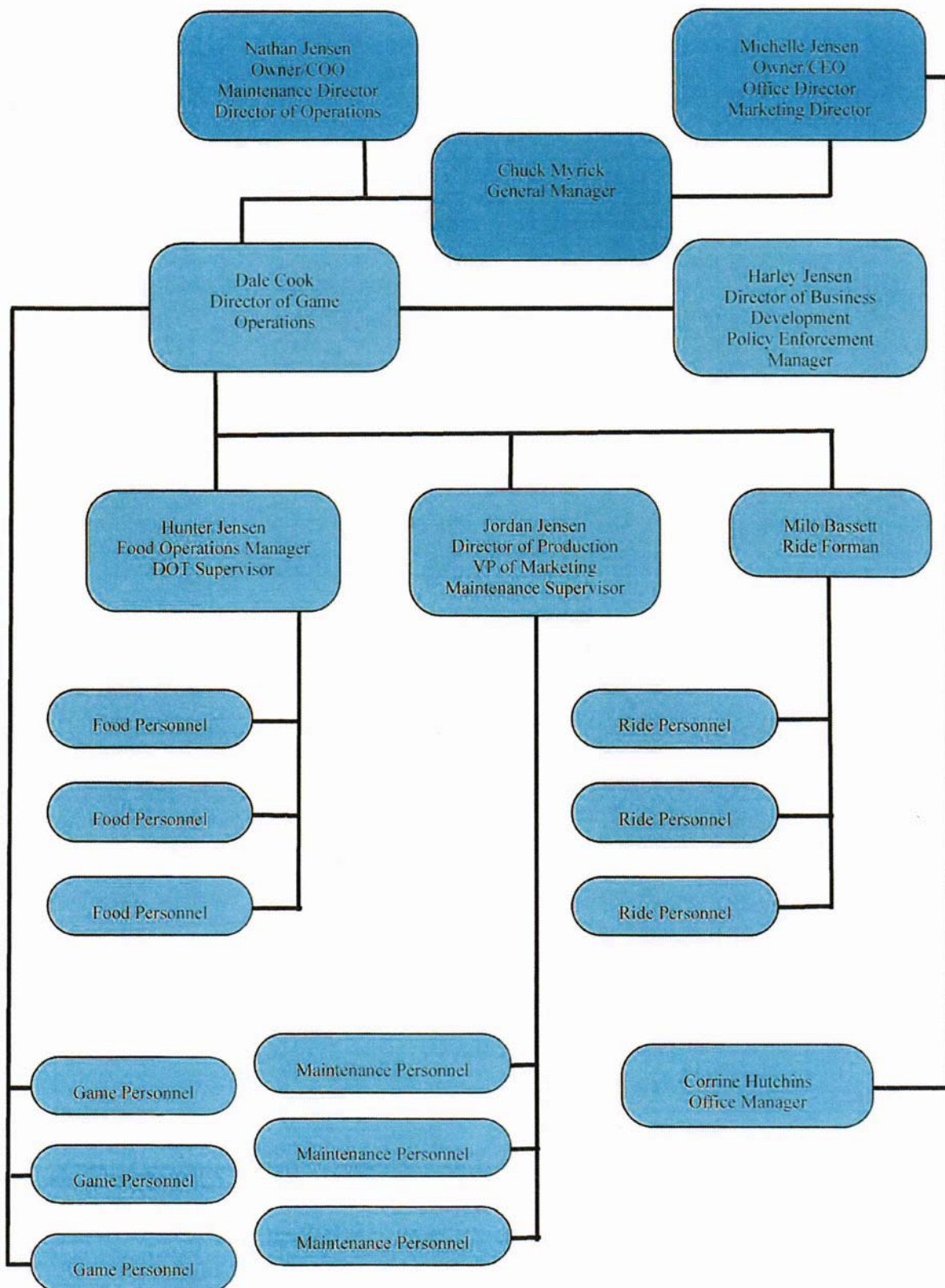
We are constantly striving to update and improve the appearance and overall experience of our midway. We know it can be the little things that count the most! We are always striving to make sure everything is perfect before an event opens each day. Whether it be making an early work call in order to make sure every light bulb is working or washing and waxing our equipment, each day we are working to improve the experience of our guest. We take pride in knowing the level of professionalism that our staff is able to maintain on a daily basis. Any guest having a question on our midway or that is in need of help will feel safe knowing that each member of our staff is ready and willing to lend a helping hand if necessary. In order to improve the image of our midway, we update our attractions with the latest and greatest technology manufacturers have to offer. We are always trying new, inventive ways to add to the experience.

Guiding principles that we take with us to every event:

- **ETHICS:** Do the "right thing" and always encourage others to do the right, honest and ethical things
- **RESPECT:** Treat others with the same personal and professional consideration we expect for ourselves.
- **WINNING ATTITUDE:** Have a "can do" attitude. Be positive, upbeat and focused.
- **COMMUNICATION:** Share information, ask questions, listen effectively, speak thoughtfully and let ideas live.
- **CHANGE:** Accept it. Embrace it. initiate it.
- **ACCOUNTABILITY:** Know your responsibilities. Live up to your commitments.
- **TRUST:** Give everyone the benefit of the doubt
- **SAFETY:** Choose to make safety a personal value
- **HAVE FUN:** It's what we are here to do!

What's nice about going with Midway West is that we are truly family owned & operated. We plan on this being the case for many generations to come.

Organizational Chart



Owner & Management relationship

Midway West has a staff comprised of individuals who have experience in all areas of the industry. Pooling together our combined knowledge, we are able to function like a well-lubricated machine should, bringing a fun and exciting experience to our guests.

Michelle Jensen

- I am a third generation carnival operator who grew up in the industry, traveled across Canada and the USA, all while acquiring many of the skills and knowledge that I use today on a daily basis within my own company. I have owned and operated a large scale carnival for the better portion of my adult life. After attending University of Arizona, I gained extensive management experience while managing complete carnival operations for other company owners. After managing carnivals for other people, Nathan and I decided that we wanted to buy a carnival of our own! For the last 28 years I have worked to develop my company into a safe, clean and efficiently operating carnival. I have devoted my efforts to providing my customers with the best possible experience that they deserve! I am constantly striving to find new and innovative ways to update my operation.

13614 N 99th Avenue
Sun City, Arizona 85351
602-617-7694
Mjmidwaywest@gmail.com

Skills:

- Excessive leadership experience
- Observant & organized
- Extensive marketing & accounting skill base
- Carnival operations professional

Responsibilities & Experience

Owner/CEO

Office/Marketing Director

- Meet with event sponsors & create a positive working relationship
- Oversee carnival setup, teardown and operations
- Negotiation of event contracts
- Approval of any onsite projects
- Carnival office operations management
- 50 years of experience in the industry

Nathan Jensen

- I grew up in the carnival industry, working on Great Western Shows for a good portion of my childhood. While working at Great Western, I became close friends with the sons of the Owners. Great Western was a show that had people who cared about getting the job done right - it was really something special. The experience that I gained while growing up is irreplaceable. When the brothers bought out Great Western, it became what is known today as RCS. For anyone who knows the amusement industry, they know who RCS is because of their level of professionalism and because of the overall great experience that they provide. While working at an early age, I was trained in several different areas of the carnival industry. Later, I would find my place to shine in the maintenance department. When Michelle and I decided to buy a show, we wanted to implement all of the best things that we had learned throughout our travels and combine them to form the base for our amusement company. I have extensive experience in carnival operations and management. I devise a layout that I think will work best to accommodate our guests. I work closely together with our sponsors to ensure that we both have the same vision for how the carnival midway should be. I personally direct every piece of equipment to its designated location at each of our events.

13614 N 99th Avenue
Sun City, Arizona 85351
602-617-7422

Njmidwaywest@gmail.com

Skills:

- Excessive leadership experience
- Observant & organized
- Operations Director
- Carnival operations professional
- Lot Layout Professional
- Electrician
- Mechanic
- Crane Operator
- Fork Lift Operator

Responsibilities & Experience

Owner/COO

Maintenance/Operations Director

- Meet with event sponsors & create a positive working relationship
- Oversee carnival setup, teardown and operations
- Generate Lot Layout
- Directs equipment onto location
- Approval of any onsite maintenance
- Carnival maintenance management
- AIMS Level II Certification
- 45 years of experience in the industry
- Safety Officer

Jordan Jensen

- I grew up in the amusement industry and basically have walked a carnival midway since the day I was born. As an employee at Midway West, I have been trained in every aspect of the company. I work closely with my parents to ensure that the knowledge that they have worked so hard to gain is passed down to the next generation. I have extensive experience in all carnival maintenance, working closely with my father to ensure that I understand how everything on the midway works. If you don't understand how it works, then how can you fix it? I am trained in operations management and personally manage one of two complete carnival units owned by Midway West for a portion of the year. I am constantly researching safety procedures to ensure that we fully comply with any and all regulations. I attend annual safety seminars such as OSHA, AIMS and NAARSO to stay up to date. I am the production director in our off season, painting and doing updates that any ride may need.

13614 N 99th Avenue
Sun City, Arizona 85351
480-652-7760
Jjmidwaywest@gmail.com

Skills:

- Excessive management experience
- Observant & organized
- Production Director
- Carnival operations professional
- Lot Layout Professional
- Electrician
- Mechanic
- Fork lift operator
- Crane operator

Responsibilities & Experience

Director of Productions

VP of Marketing

- Meet with event sponsors & create a positive working relationship
- Oversee carnival setup, teardown and operations
- Generate Lot Layout
- Directs equipment onto location
- Approval of onsite maintenance
- Carnival maintenance supervisor
- 20+ years experience in the industry

Education

Bachelor's Degree in Pre Professional Health Science

NAARSO Certification

AIMS certifications

OSHA training

Safety supervisor

Chuck Myrick is our onsite General Manager. He has over 50 years experience in the industry setting up fairs of all sizes. He is incredible to work with and provides an excellent ability to brainstorm and make suggestions that enhance the event and draw in larger crowds. He has experience in all areas of the carnival operations and is a great asset to work with.

Dale Cook has been working for Midway West since we started out. He started out at an early age in the industry, working for Michelle's mother as a game manager. Dale worked closely together with Michelle for many years in the game business until later joining Midway West. He is technically savvy with the games and helps out wherever he can with the rides. He has extensive experience with construction and large scale projects which gives him an eye for detail that cannot be replaced.

Harley Jensen was raised in the amusement industry and has experience in all aspects of the show. She has worked for Midway West for many years and has experience in business development, having graduated with a Bachelor's Degree in Business from the University of Bridgeport. Harley is on point about keeping our policy's enforced and doesn't back down for any reason. She is a great asset to our operation, helping where she can in the office and general operations.

Hunter Jensen was also raised in the amusement industry and has experience in all aspects of the show. His specialized skill set helps to keep our auto department in a top-notch shape. He has extensive diesel mechanic capabilities and is also an excellent ride foreman, able to manage a multitude employees to quickly setup equipment and prepare for an event.

Milo Bassett is a life long friend of Michelle and Nathan. His experience with the rides as well as diesel mechanics helps to move the show quickly and efficiently. He manages our work force and delegates workers to specific equipment based on their individual skill sets. He has worked in the past as a Unit Manager, Ride supervisor, Maintenance Supervisor, and Driver Supervisor for Midway West.

Qualifications and Competence

Midway West has been providing fairs with their services for over 26 years! Owner/operator's Michelle and Nathan Jensen have a combined 80 years experience in the amusement industry! In order to give each fair a new and fresh look, we rotate in new equipment as often as possible. Our main focus at Midway West is to provide each of its fairs with the best experience possible. In order to do so, we take our experience from past events and apply them to our operation. This allows us to constantly produce excellent results. We provide as many amenities for our guests as possible so that they can enjoy themselves to the fullest while watching their children.

Midway West will provide a large-scale carnival for your event including games, food and carnival rides for all ages. We specialize in large city festivals along with county fairs and love to provide wholesome, family-fun entertainment.

We can easily accomodate up to 100,000 people and more if needed. The owners Michelle and Nathan Jensen have been working in the amusement business for their entire lives, constantly striving to improve the experience of every patron at every event they service. Michelle is the third generation in her family to go into the carnival industry which makes her up and coming children fourth generation in the industry. This is something that can be hard to find this day and age and the experience that comes with it is entirely irreplaceable.

As with any business, but most importantly with a carnival midway provider, our employees are the key to success. Most of our customers only

have interaction with our employees, never meeting the owners or the management under normal circumstances. As such, we are proud to say that we perform pre-employment background checks on all employees and perform weekly random drug tests. All Midway West employees are trained on the safe operation of rides, proper employee conduct and our dress code. Midway West prides themselves on maintaining a neat and professional appearance at all times. Employee's must wear a set up uniform which includes a safety shirt, safety vest, and a hard hat. While the carnival is open to the public they must wear a uniform shirt, black pants or knee length docker style shorts, black belt along with photo ID badge. Employee's must be **neatly shaven**, with **no beards or long hair**, and **no pearcings**. The Jensen's and management staff check the appearance and conduct of the employee's throughout the event. Our supervisors and managers, with decades of experience on the show, know the rules and enforce the Midway West policies.

We have provided services to events of all sizes. Recently, we have staged events of similar nature to the RFP request in several states accross the west coast including AZ, NM, UT, WY and OR. We have experience with servicing events up to and including state fair size(we service the Oregon State fair).

Advertising and Marketing

According to a few different studies, 93% of US adults listen to some form of radio. Using this information to our advantage, Midway West will contact local radio stations prior to the event and organize advertisements to get the word out. We feel that the more people that know the event is coming, the more that will turn up when the event is going on.

Midway West will provide custom posters to the fair to assist with promotions. Most of the comities that we work with will spread these posters throughout the town as well as the surrounding cities to get everyone excited for the upcoming event.

- Midway West will supply complimentary carnival "Pay-One-Price Unlimited Ride bands" and complimentary tickets to The City of West Jordan for the department to use as they see fit upon request.

We make it our mission to have the best turnout possible at each of the events that we service. In order to increase the amount of guests attending our events, we have devised a couple of different options that we can offer at the digression of the fair board. These options result in a huge savings to the guest and if used correctly can result in a sizable revenue increase over the coarse of an event.

It is our ultimate goal to incorporate the special promotions that The City of West Jordan currently offers into our operation during the event so that our discounts will coincide with the promotions already available. This should result in huge savings to the guests and show an increase in admissions.

Promotional Options

Buddy Day

Mega Wristband

- We will request a fire-safety inspection to be done by the local fire department prior to opening.
- Employees are required to attend show safety meetings. Safety meetings are conducted on a daily and weekly schedule. Meetings are conducted in order to refresh employee's memory about the importance of safety issues.
- Each ride has individual requirements that must be fulfilled prior to it being open to the public. These requirements are laid out for the operator on a pre-opening checklist. These lists include daily duties such as checking the fencing around the ride to make sure it is in place and secure. This checklist must be completed daily, signed and dated before the ride can open with guests. Supervisors can provide instructions for employees if they have questions regarding proper safety procedure or checklists.
- Ride operators are required to undergo a safety training program prior to being in charge of an attraction. This program familiarizes the operator with the operation of the ride. In this program, operators are taught the fundamentals about loading and unloading riders, securing riders restraints, emergency instructions, taking tickets and the proper setup and dismantle of the attraction.

Insurance

Midway West Amusements will provide to The City of West Jordan Commercial General Liability including bodily injury, product liability, and property damage with a combined limit of \$5,000,000 per occurrence with an excess of \$2,000,000 in coverage. West Jordan City will be listed as additional-insured on the policy for the span of the event.

We will supply The City of West Jordan an insurance form for 5,000,000.00. We carry no less than \$1,000,000 in vehicle insurance and property damage liability. We have workmen's compensation and unemployment insurance plans in place. Proof of insurance will be provided to the City upon following the execution of a contract.

Carnival Hours of Operation

Thursday, July 4th 10am-11pm

Friday, July 5th 3pm-11pm

Saturday, July 6th 10am-11pm

Hours can be changed to accomodate the schedule planned by the city.

References:

Dave Hansen
Davis County Fair
801-451-4080

Tom Bonner
Wasatch County Fair
435-657-3240

Kent Allen
Orem Summerfest
801-229-7131

RFP Scoring Sheet

RFP Carnival 2019

		Person A						Person B						Person C		
		Experience & Qualifications	Understanding Project	Delivery & End Product	managing Project	Cost up to 40 pts	T o t a l	Experience & Qualifications	Understanding Project	Delivery & End Product	managing Project	Cost up to 40 pts	T o t a l	Experience & Qualifications	Understanding Project	Delivery & End Product
		Score	Score	Score				Score	Score	Score				Score	Score	Score
1	Brown's Amusement	10	11	11	10	32	74.00	12	14	9	10	32	77.00	12	13	11
2																
3	Midway West Amusement	10	13	14	12	40	89.00	12	11	12	13	40	88.00	12	11.5	14
4							0.00						0.00			

Scoring is 1 to 15 points 15 being the best possible
(partials are acceptable i.e. 8.4)