



*Marina International Festival
of the Winds*

P.O. Box 324 Marina, CA 93933
www.marinafestival.com

Request for Proposals

For the

*Marina International
Festival of the Winds*

EXHIBIT A

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Note: All forms are available electronically on the Festival’s website at www.marinafestival.com, under Request for Proposals.

I. INTRODUCTION

1. Purpose

The Marina International Festival of the Winds (hereinafter “Festival”) is issuing this Request for Proposals (RFP) to solicit proposals from qualified proposers for a Concessionaire Agreement for the annual operation of the Marina International Festival of the Winds, currently located at Glorya Jean Tate Park, 2354 Abdy Way and Marina State Beach in the City of Marina, California.

2. Background

The Marina International Festival of the Winds, located in Marina, California on the Monterey Bay, is a free, family-oriented event held annually in May, over Mother’s Day weekend. The Festival was designed to take advantage of one of Marina’s greatest natural resources, the wind, and to increase the awareness and educate "kids" of all ages about wind through wind-related activities and demonstrations.

3. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide services are invited to submit a proposal, provided they meet the following minimum requirements:

- a) Proposer must have a minimum of five (5) years of experience within the last ten (10) years in the operation and maintenance of a medium to large festival.
- b) Proposer must possess a successful, proven record of experience, operation and maintenance of festival business as verified and supported by references and letters;
- c) Proposer must possess an acceptable line of credit to operate and maintain the festival;
- d) Proposer must comply with the RFP format requirements set forth in the *Proposal Submission Requirements*, Section II of this RFP, when submitting a proposal.

In the event a corporation is proposing to operate the festival, said corporation must verify and show that the person employed/designated as manager of the operation meets the above-listed qualifications.

4. Scope of Services

The objective of the Festival is to maintain, develop and continue to provide venue(s) for an annual family-oriented event designed to create a unique identity for the City of Marina and to take advantage of one of Marina's greatest natural resources, the wind. This event also celebrates the multi-cultural diversity of the City of Marina and includes schools, businesses and civic organizations. This event is designed not only to attract locals, but also to attract off-season tourism from around the State and beyond.

a) The Venues

Currently the Festival is held at Glorya Jean Tate Park and Marina State Beach. Proposers may offer expansion to other existing venues or to construct new venues. The successful Proposer shall be responsible for maintaining, utilizing, installing and providing, as may be required, adequate fixture and equipment necessary for the proper and safe operation of the Festival.

Capital improvement projects and any refurbishment work will be subject to review and approval by the Festival Board of Directors, and may be subject to further review and approval by appropriate agencies, commissions, and committees, etc., as necessary.

Operation of the Festival is under the jurisdiction of the Festival Board of Directors in cooperation with the City of Marina Recreation and Cultural Services Department.

b) Services and Activities

The existing Festival offers kite flying, food & vendor booths, live music & entertainment, kid's crafts, kite making workshops, kite competitions, kite demos, a giant inflatable air park, the Monterey Bay Aquarium "Splash Zone" and a Family Fun Bicycle Ride at Glorya Jean Tate Park; Hang gliding demonstrations, hang gliding competitions, tandem rides, skim boarding, and skim boarding competitions are offered at Marina State Beach. Programs suggested below, in no particular order, may be used as a guide to help Proposers in developing a range of services for the MIFW.

- Collaboration with the City and other recreation organizations to develop and/or expand programs that would complement wind-related activities;
 - Beach sponsored hang gliding and paragliding
 - Kite ballet at Tate Park, to remain a free event, or other venue for fee
 - Food and Music (and Car Show) at Vince DiMaggio Park
 - Parachutes and Para surfing and RC Model Airplanes at Marina Airport
 - Local Schools
 - Elementary – Kite program
 - Science Fair – Los Arboles Middle School
 - Wind Power Lecture - CSUMB

- Tech Exhibits at Locke Paddon Park
 - Live evening concert
 - Other Venues: The Dunes, Marina Station, Marina Heights, Marina High School
 - Bus transit to all venues
 - Crafts Fair at Farmer's Market or other locations
- Sponsor an annual fundraiser event for community outreach. Festival programs should provide for fundraisers to occur at the site that support other recreational activities within the City;
 - Spaghetti Dinner and Movie at Marina High School
 - Development of a marketing program to increase participation in the programs offered.

5. Operating Responsibilities

The responsibilities of the successful Proposer (the Concessionaire) for the operation of the Festival shall include all items as listed as part of the May 10 and 11, 2008 Festival and others as they become appropriate additions for future festivals. The MIFW shall be operated annually over Mother's Day weekend from approximately 10:00 a.m. to 5 p.m. daily. Any deviation or intent to deviate from the minimum hours specified herein shall be disclosed within your submitted proposal. As part of this RFP, it is suggested that the Proposer visit the Festival on either or both days of the 2008 event to better understand and evaluate current events at the Festival.

6. Contact with the Festival

All questions relating to this RFP shall be directed to:

Dorothy Emerson
Event Coordinator and Treasurer,
Marina International Festival of the Winds
P. O. Box 324
Marina, CA 93933
Email: marinafestival@sbcglobal.net

The contact person listed above is the only person authorized to answer questions regarding this RFP.

7. Contract Term

The term of the Agreement will be negotiable.

8. Use Permit

The selected Promoter will be responsible for applying for and obtaining a Use Permit from the City for operation of the Festival. It is the Festival's intent to designate a staff person within the Recreation and Cultural Services Department to serve as a contact point for the selected Concessionaire, to assist in answering questions and to facilitate the process of application and receipt of the Use Permit.

9. Festival Rights & Responsibilities

The Festival has the right to amend this RFP by written addendum. The Festival is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. The Festival is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

10. Festival Option to Reject Proposals

The Festival may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The Festival shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

11. Festival Audit Information

The Festival requires that a comprehensive yearly audit be prepared by a Festival approved independent certified public accountant at the Festival's expense. This audit should detail all financial aspects and gross expenses and receipts for yearly operations of the Festival, including, but not limited to, amortization reports, and all percentages listed in Appendix A (Required Forms). Provisions of the Festival's requirements are as follows:

a) Monthly Audit

Concessionaire shall furnish the Festival with a monthly financial report, due no later than the 15th day of the following month. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of the agreement.

b) Yearly/Biennial Audit

Concessionaire shall furnish an independent accounting report including an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the Festival. The annual profit and loss statement shall follow the Festival's fiscal year format, and be submitted no later than September 1st of each year. Currently the Festival's fiscal year is September 1 through August 31.

Within the first year of contract, Concessionaire must schedule a review of accounting systems and practices with the Festival. Additionally, upon Festival request, Concessionaire must provide the Festival with access to financial "books" and documents at all times. The "open books" policy is not necessarily a part of, or does it constitute a part of the yearly audit.

12. Final Contract Approval by the Festival Board

The Festival Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Agreement, and to determine which proposal best serves the interests of the Festival. The Festival Board is the ultimate decision making body and makes the final decisions to award, or not award a contract.

13. Notice to Proposers Regarding the Public Records Act

Material submitted in response to this RFP will be considered confidential and not available for release to the public or other proposers until a concession agreement is completed, and the Festival has executed the final agreement for service with the selected Concessionaire.

This provision is designed to protect the information in a proposer's submission and the integrity of the procurement process. Further, it ensures that no other proposer has access to competitors' materials prior to or after proposal submission and/or oral presentations. Allowing access could give a competitor an unfair advantage and jeopardize the effectiveness of this competitive process.

Responses to this RFP shall become the exclusive property of the Festival. Any proprietary information in a proposal should be identified as such. The Festival will not disclose proprietary information to the public, unless required by law; however, the Festival cannot guarantee that such information will be held confidential.

The Festival shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception.

14. Insurance

Concessionaire and its contractors, agrees to provide insurance in accordance with the requirements set forth by the Festival. The following coverages will be provided by the Concessionaire and maintained on behalf of the Festival and in accordance with the requirements set forth herein.

a. Commercial General Liability/Umbrella Insurance

Primary insurance shall be provided on a form acceptable to the Festival and the City of Marina. Total limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate. Festival, its boards, officers, employees, agents and volunteers shall be added as additional insureds using an additional insured endorsement acceptable to the Festival and any other required insurance by the City of Marina or other affected entities.

b. Subcontractors

Concessionaire agrees to require all subcontractors or other parties hired to provide general liability insurance naming as additional insureds the Festival, its boards, officers, employees, agents and volunteers. If Concessionaire is a Limited Liability Company, general liability coverage shall include that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

c. Indemnity

To the full extent permitted by law, Concessionaire shall defend, indemnify and hold harmless Festival, its boards, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened.

15. Compliance with Laws: Permits and Licenses

Concessionaire's business will be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the premises.

16. Conflict of Interest

No Festival employee whose position in the Festival enables him/her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Concessionaire.

17. Gratuities

- a. It is improper for any Festival officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the Festival's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Festival officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.
- b. A Proposer shall immediately report any attempt by a Festival officer, employee or agent to solicit such improper consideration. The report shall be made to the Festival. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

18. Determination of Proposer Responsibility

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the terms of the Agreement. It is the Festival's policy to conduct business only with responsible Proposers.

19. Basis of Award

The contract will be awarded based on a number of factors, only one of which is cost. The Festival in the selection process will consider the following factors. No one of these factors is overriding in importance. The decision to award the contract will be made by the Festival in its discretion based on all of these factors:

- Proposer's apparent understanding and response to the RFP requirements
- Proposer's proposed approach to each phase
- Previous experience
- Client references
- Qualification of Proposer's staff for the project
- Pricing
- The quality of the proposed services/equipment
- Any other factors the Festival deems relevant

II. PROPOSAL SUBMISSION REQUIREMENTS

A Proposer's submittal to this RFP must be made according to the specifications set forth in this section both for content and sequence. Any proposals failing to comply with these requirements will be determined to be non-responsive and shall be subject to rejection by the Festival.

1. RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP Invitation Letters.....April 4, 2008
- Review Committee to be formed..... April, 2008
- Festival (attendance strongly encouraged)..... May 10-11, 2008
- Proposals due by 4:00 p.m. (Pacific Time)..... August 29, 2008
- Proposal Review/Evaluation..... October, 2008
- Recommendation to Festival Board..... October 24, 2008
- Selection of Concessionaire..... October 24, 2008
- Contract Negotiations..... October 27 – November 3, 2008
- Contract Award..... November 3, 2008
- Contract Commences.....November 3, 2008

This schedule is subject to change as necessary.

Festival may extend the deadline for acceptance of proposals for such period(s) of time as deemed in the best interest of the Festival.

2. Proposal Withdrawals

All Proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals. The Proposer may withdraw its proposal at any time prior to the date and time, which is set forth as the deadline for acceptance of proposals, upon written request to the Festival.

The Festival reserves the right to reject any and all proposals, or any part of any proposal to postpone the scheduled date(s) for its own convenience and to make an award(s) according to its own best interest, and to waive any informalities or technicalities that do not significantly alter the otherwise-responsible proposal and that would not affect a Proposer’s ability to perform the work adequately as specified.

3. Proposer’s Questions

Proposers may submit written questions regarding this RFP by mail or email to the address listed below. All questions will be compiled with the appropriate response and issued in the form of an addendum to the RFP. The identity of the submitting party will not be disclosed. The addendum will be mailed to all perspective Proposers that received a copy of the original RFP or who have requested same.

To ensure receipt of any addendums, Proposers should include the correct address or email address, whichever is appropriate. Questions should be addressed to:

Dorothy Emerson
Event Coordinator and Treasurer,
Marina International Festival of the Winds
P. O. Box 324
Marina, CA 93933
Email: marinafestival@sbcglobal.net

4. Verification of Information

Any reasonable inquiry to determine the responsibility of a Proposer may be conducted. The submission of a proposal shall constitute permission by the proposer for the Festival to verify all information contained therein. If the Festival deems it necessary, additional information may be requested from the Proposer. The unreasonable failure of a Proposer to promptly submit information in connection with such an inquiry, including but not limited to; information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for determining that the proposer is non-responsive, and disqualify them from further consideration.

5. Proposal Submission

Proposer must submit one (1) unbound original proposal clearly identified as “Original Copy,” one (1) electronic copy in Word or PDF format on compact disc and ten (10) copies clearly identified as “Copies”. Proposals must be enclosed in a sealed envelope or box, clearly marked in the upper left hand corner with the name and address of the Proposer and bear the words:

“Proposal for the Operation and Maintenance of the Marina International Festival of the Winds”

The Proposal(s) shall be mailed to:

**Dorothy Emerson
Event Coordinator and Treasurer,
Marina International Festival of the Winds
P. O. Box 324, Marina, CA 93933**

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (email) copies will be accepted.

The Festival, at its discretion, may determine that a Proposer can be allowed to remedy the status of being non-responsive if sufficient evidence can be presented citing extenuating circumstances. The Festival reserves the right to reject any or all proposals to waive any defects, irregularities, or informalities in any proposal, or the procedures and requirements set forth herein.

6. Preparation for the Proposal

The written proposal, and each copy, must be typewritten on 8 ½” x 11” white paper and bound in a secure manner. Each Proposer must observe the requirements set forth within

Section II, Proposal Submission Requirements, in preparation of their proposal and shall agree to provide the Festival with any additional information necessary for a determination of submittal of an accurate Proposal Submission to perform the required services.

A. Proposal Format

The content of the proposal must contain the following:

1. Transmittal Letter
2. Proposer's Qualifications
3. Proposer's References
4. Proposer's Service/Maintenance Program
5. Cash Flow Analysis and Pro Forma
6. Additional Data

Failure to adhere to requested information may be cause for rejection of the proposal as determined in the City's sole judgment.

1. Transmittal Letter

The transmittal letter must be no more than one (1) page, transmitting the proposal on the Proposer's letterhead. The transmittal letter should identify the document as a proposal stating the exact name of the RFP, and shall include all pertinent information such as Proposer's name, address, telephone, email address, and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the firm. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a contract.** The letter shall indicate whether or not the Proposer intends to perform the contract as a single Proposer. The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work.

2. Proposer's Qualifications

This section must demonstrate that the Proposer or the Proposer's organization has the experience and qualifications to perform the required services.

Background and Experience

In order to be deemed qualified for consideration in the award of an agreement, a Proposer must comply with the minimum mandatory requirements as detailed in Section I.3 of this RFP including:

- Having a minimum of five (5) years of experience within the last ten (10) years in the operation and maintenance of a festival.
- Possessing an acceptable line of credit to operate and maintain a festival.

- Possessing a complete past record of employment and/or management in the operation and maintenance of festivals as verified and supported by reference letters.

- Complying with the RFP format requirements set forth in the Proposal Submission Requirements, Section II of this RFP, when submitting its proposal.

In the event a corporation is proposing to operate the Festival, said corporation must verify that the person(s) employed as manager of the operation shall meet the above-listed qualifications.

3. Proposer's References

The Proposer must complete and include Exhibit 5, as set forth in Appendix A. It is the Proposer's sole responsibility to ensure that the firm's name, point of contact's name, title and phone number for each reference is accurate.

- Prospective Contractor Reference of Similar Services & Credit Reference, Exhibit 5. Proposer must provide five (5) references where the same or similar scopes of services were provided to public agencies or private sector organizations. Proposer must also list at least three (3) credit or financial references.

- Proposer must identify any contracts terminated within the past three (3) years and the reason for termination.

4. Proposed Services and Maintenance Program

This section must present a comprehensive program for offering event services to the public. In addition to the items listed in Section I.4, the following factors should be used as a guide for the program:

- The nature and extent of activities and related services and the proposed prices for services.

- Staffing Plan should indicate the number of employees, their responsibilities and number of hours/event to be worked. Additionally, Proposers should include a description of all services available to the public, including, but not limited to: security, parking, and shuttle service.

- The nature and extent of the event maintenance including, but not limited to, dust control, restroom, wash rack, litter control and removal.

- Method for advertising the Festival.

- Method for ensuring customer satisfaction, i.e., dealing with public complaints.

5. Proposer’s Cash Flow Analysis and Pro Forma

This section must present an analysis of the Proposer’s evaluation of the projected ability of the proposed operation to provide sufficient revenue to recapture the Proposer’s investment, cover operating expenses, service any debt, and provide a fair return. The analysis shall reflect the first five (5) years, the first ten (10) years, and the first (20) years of the proposed operation and indicate the estimated annual revenue and operating expense figures. The following factors shall be included:

- A list of all revenue producing operations and the anticipated annual gross receipts from each operation.
- A complete breakdown of anticipated annual operating expenses.
- A list of all funding sources for the proposed operation.

6. Additional Data

This section must be entitled “Additional Data” and will contain material and data not specifically requested for evaluation, but which the Proposer desires to submit for consideration. This may include the following type of items:

- Standard sales brochures and materials with minimal technical content;
- Supplementary pictures and graphs;
- General narrative of supplementary information.

III. REQUIRED FORMS

This section must be entitled “Required Forms from Proposer” and shall contain the following forms, signed/date where applicable. All forms are provided in Appendix A.

- Exhibit 1* Authorization to Release Information
- Exhibit 2* Certificate of No Conflict of Interest
- Exhibit 3* Prospective Contractor Experience and Capability
- Exhibit 4* Proposer’s Equal Employment Opportunity (EEO) Certification
- Exhibit 5* Proposer’s References for Similar Services and Financial References

Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in the Contract or the proceeds thereof. The submittal page must include the signature of the person authorized to bind the applicant in a contract as follows:

Respectfully submitted,

(Firm or Corporate Name)

By _____ Signature _____

By _____ Signature _____

Date _____

Address _____

City _____

Telephone _____

Fax _____

IV. SELECTION PROCESS AND EVALUATION CRITERIA

1. Selection Process

The Festival reserves the sole right to judge the contents of the proposals submitted pursuant to the RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposals received by the advertised deadline of August 29, 2008. An Evaluation Committee will make an evaluation approach described herein to select a prospective concessionaire. The Evaluation Committee will serve as the Review Panel and will be appointed by the Festival. Members will be chosen to represent a wide and diverse expertise. The identity of the Evaluation Committee members will remain confidential until the proposals are made public as a security measure to assure a fair process.

In connection with its evaluation, the Committee may invite, at its discretion, the three (3) highest rated Proposers to make an oral presentation and be interviewed. During these interviews, the Proposers will be allowed to present such information as may be appropriate in order that the Committee can thoroughly evaluate all materials and documentation submitted as part of the proposal. The Committee will employ the evaluation criteria and their expertise in evaluating all proposals, and thereafter, prepare a report to the Festival Board, detailing a highest-to-lowest ranking of all responsive proposals.

The presentations and scoring process will be closed to assure that information from one proposal is not made known to another competitor and to otherwise assure a fair process.

2. Adherence to Minimum Requirements (Pass/Fail)

A proposal must adhere to the minimum requirements outlined in Section I.3, Minimum Mandatory Requirements. Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The Festival may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3. Adherence to Format

A proposal must adhere to the specific format outlined in Section II, Proposal Submission Requirements of this RFP. Each selection must be specifically labeled and in the same order as given in Section II. Failure of the Proposer to adhere to this format may eliminate its proposal from any further consideration. The Festival may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

4. Evaluation and Criteria

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation.

a) Proposer's Background and Experience (30%)

Evaluation of the Proposer's experience, credibility, and capacity as a corporation or other entity to perform the required services based on information outlined in Section II and on the verification of references provided.

b) Payment to the Festival (20%)

Proposer will be evaluated on the cost benefit to the MIFW based on the proposed payment over the term of the contract. The Festival shall collect a fee for community service purposes from the Concessionaire at a future date, subject to discussion and negotiation.

c) Proposer's Service and Maintenance Program (30%)

Proposer will be evaluated on the proposed services that are to be provided for the public based on the information provided.

d) Proposer's Cash Flow Analysis and Pro Forma (20%)

The Cash Flow Analysis and Pro Forma will be evaluated based on the detail and thoroughness with which the Proposer identifies significant operational revenues and expenses and projected profitability of the operation as provided.

EXHIBIT 1

MARINA INTERNATIONAL FESTIVAL OF THE WINDS

AUTHORIZATION TO RELEASE INFORMATION

The undersigned hereby authorizes the release of the following information and data to the Festival as said items relate to my interest in securing an agreement with the Festival.

- 1) All financial and credit information and history
- 2) Verification of employment, including period of years and positions held.

This form may be reproduced or photocopied to be utilized as my consent to release financial and credit information, and/or employment verification.

Print or Type Name

Signature

Date

Financial Institution

Applicable Account(s)
(number and type)

Financial Institution

Applicable Account(s)
(number and type)

EXHIBIT 2

CERTIFICATION OF NO CONFLICT OF INTEREST

The Festival shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Festival Board finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Festival or of public agencies for which the Festival Board is the governing body;
2. Profit-making firms or businesses in which employees described in number one serve as officers, principles, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principles, partners, or major shareholders.

Contracts submitted to the Festival for approval or ratification shall be accompanied by an assurance by the proposer that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Date

EXHIBIT 3

PROSPECTIVE CONTRACTOR EXPERIENCE AND CAPABILITY

- 1. Statement of Type of Entity and List of Principal Owners: _____

- 2. Number of Years in Business Under the Present Business Name: _____
2a. Related Prior Business Names: _____

- 2b. Statement Regarding Type of Firm (please check one):
Nonprofit or Profit
Public or Private
if Private: Corporation or Partnership
- 2c. Date of Incorporation (if Applicable): _____
- 3. Number of Employees within the Organization: _____
- 4. Years Experience Providing the Required, Equivalent or Similar Service: _____
- 5. Any principal of proposal, including self, filed for bankruptcy or been declared bankrupt? If yes, provide pertinent details on additional sheets. **Check One**
 Yes No
- 6. Details of Failure or Refusal to Complete a Contract (Place N/A if not applicable).
- 7. Controlling and/or Financial Interest in any other firms providing similar services? If yes, list Name(s) of Firms on additional sheets. Yes No
- 8. Any convictions fines, probation, suspended sentence or any convictions expunged under Sections 1203.4 or 1203.4A of the Penal Code? If yes, provide details on additional sheets. Yes No
- 9. Any Pending Litigation? If yes, state Nature, Principal Officers and other details on additional sheets Yes No
- 10. Any principal of proposal, including self, had a bond or surety cancelled or forfeited? If yes, provide details on additional sheets. Yes No
- 11. Names of persons associated in business as Partners or Associates within last 5 years (attach additional sheets if necessary).

APPENDIX A: REQUIRED FORMS

EXHIBIT 4

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name

Business Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- 1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. [] Yes [] No
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. [] Yes [] No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. [] Yes [] No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action, which includes the establishment of goals and timetables. [] Yes [] No

Name (please print or type)

Title of Signer (please print or type)

Signature Date

APPENDIX A: REQUIRED FORMS
EXHIBIT 5

PROPOSER'S REFERENCES FOR SIMILAR SERVICES AND FINANCE/CREDIT REFERENCES

Name of Firm	Address of Firm	Contact Person	Telephone #	Contract #	Type of Service	Term of Contract	Contract Amount

PROPOSERS REFERENCES FOR SIMILAR SERVICES FINANCE/CREDIT REFERENCES

Name of Address	Contact Person	Telephone #	Institution