

Council Meeting of
March 20, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Approval and Execution of a Consulting Services Agreement with MuniFinancial for engineering services related to the Street Lighting Assessment District

Expenditure: Aggregate five-year total of \$130,000 (\$25,000 annually, plus a one time fee of \$5,000)

RECOMMENDATION

The Finance Director recommends that the City Council approve and execute a Consulting Services Agreement with MuniFinancial for a term of up to three years in the amount not to exceed \$80,000 to provide assessment engineering services for the Street Lighting Assessment District. The contract has the option to extend the term for two additional "one year" renewals in the amount of \$25,000 for year 2011 and \$25,000 for year 2012.

Funding

Funding is available in the Street Lighting Assessment District Fund.

BACKGROUND

On April 20, 1999, the City Council adopted a Resolution initiating proceedings for the formation of Lighting District No. 99-1 ("LD") pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the Right to Vote on Taxes Act. In accordance with these provisions, the owner of each parcel subject to an assessment had the opportunity to cast a ballot in favor of, or in opposition to, the Lighting District. At a public hearing on June 15, 1999, the returned ballots were counted using the proportionate weighted methodology required by law, and the Lighting District was approved.

In February 2007, staff solicited proposals from several firms that provide lighting district engineering and professional services. A mandatory pre-proposal conference was held on February 15, of which six firms attended. The City received three proposals from Dolinka Group, MuniFinancial, and NBS Government Finance Group.

ANALYSIS

All three firms stated that they can meet the City's requirements, they currently provide client services to other cities and public agencies, and are highly respected with solid references. Staff believes any of the three firms could adequately perform the required services.

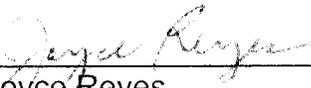
	Provide All Services	Annual Cost	Cost Over 3 yrs	Additional Fees	% Diff
Dolinka Group	Yes	59,850	179,550		124%
Muni Financial NBS Gov't Finance Group	Yes	25,000	75,000	5,000 *	
	Yes	35,000	105,000		31%

* One time database set up fee

Staff is recommending that the City Council approve the agreement with MuniFinancial based on their ability to provide the necessary services and cost for a term of up to three years in the amount not to exceed \$80,000 to provide assessment engineering services for the Street Lighting Assessment District. The contract has the option to extend the term for two additional "one year" renewals by a letter agreement from the City Manager in the amount of \$25,000 for year 2011 and \$25,000 for year 2012.

Respectfully submitted,

Eric E. Tsao
Finance Director

By 
Joyce Reyes
Accounting Manager

CONCUR:



Eric E. Tsao
Finance Director



LeRoy J. Jackson
City Manager

Attachment:

A) Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of March 20, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and MuniFinancial, a California Corporation. (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide engineering assessment services related to the Lighting District ("LD") for a three year term, with an option to provide additional engineering services related to the Lighting District for two additional one year terms.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Professional Engineering Services, RFP No. B2007-09(the “RFP”).
- C. CONSULTANT has submitted the Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 30, 2010. If CITY decides to exercise its option for 2010-2011, CITY must notify CONSULTANT in writing by March 31, 2010. If CITY decides to exercise its option for 2011-2012, CITY must notify CONSULTANT in writing by March 31, 2011.

3. **COMPENSATION**

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$80,000. If CITY exercises its option for 2010-2011, the not to exceed amount will be \$105,000. If CITY exercises its option for 2011-2012, then the not to exceed amount will be \$130,000 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the

default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is

disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Eric E. Tsao is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Mark Risco, Vice President and Division Manager

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the Proposal to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially

affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused. The obligation to indemnify, defend and hold harmless includes, , any liability or expense, including defense costs and legal fees, to the extent resulting or arising from the negligent acts, errors or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. CONSULTANT's obligations hereunder shall be in proportion to CONSULTANT's proportionate share of fault.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence and general aggregate.
 3. Professional liability insurance with limits of at least \$1,000,000 per claim and \$2,000,000 annual aggregate.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no cancellation of coverage can be made without thirty days notice to CITY, ten (10) days' notice if cancellation is due to nonpayment of premium.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed

accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: MuniFinancial
27368 Via Industria, Suite 110
Temecula, CA. 92590

Fax: (951) 587-3510

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

MUNIFINANCIAL
A California Corporation

Frank Scotto, Mayor

By: _____
Mark Risco
Vice President and Division Manager

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Request for Proposal
 Exhibit B Proposal

Revised: 1/30/01

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: February 15, 2007

TO

**REQUEST FOR PROPOSAL TO PROVIDE ASSESSMENT ENGINEERING
SERVICES FOR THE LIGHTING DISTRICT NO. 99-1
OF THE CITY OF TORRANCE FOR FISCAL YEAR 2007-08**

B2007-09

Please note the following changes and/or additions to the Request for Proposal for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to its proposal**.

1. **Term of Services.**

The term of services for this contract will be three years. The City has the option to extend the term of the contract for two (2) additional "one-year" renewals.

2. **Attend Meetings with City Council.**

Page 5 of the RFP: The Consultant shall attend approximately five (5) City Council meetings, instead of two (2).

3. **Services Specification Column.**

Page 10 of the RFP: Complete the Proposer's Comments Column and add any additional work qualification that the Consultant could provide the City.

By Order of the Assistant Finance Director


KENNETH A. FLEWELLYN
Assistant Finance Director

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

Bidder

By

Date

******* Submit this executed form with the bid *******

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2007-09

Request for Proposal to provide assessment engineering services for the Lighting District
No. 99-1 of the City of Torrance for Fiscal Year 2007-08

PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

BID DEADLINE
2:00 P.M.

DEADLINE: 2:00 PM

IN CITY CLERK'S OFFICE
ON BID OPENING DAY

DATE: Thursday, February 22, 2007

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

Mandatory Pre-Proposal Conference:

A mandatory pre-proposal conference will be conducted by the Finance Department on Thursday, February 15, 2007 at 1:30 p.m. in the Finance south conference room, on the second floor, at 3031 Torrance Blvd., Torrance, California. Questions brought up at the conference will be answered to the extent possible at that time. Questions of consequence will be recorded at the conference, and questions and answers will be mailed to all parties that have attended the pre-proposal conference. Any changes, interpretations, or clarifications considered necessary by the City in response to proposers' questions will be issued in writing as addenda and mailed or delivered to all parties that have attended the pre-proposal conference. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference, will be without legal effect. Only answers issued in writing by the City of Torrance will be binding on the City.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)

Any questions regarding this proposal should be directed to:

Mr. Kenneth A. Flewellyn, Assistant Finance Director
Finance Department
(310) 618-5850

07 JAN 25 AM 8:19
CITY OF TORRANCE

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2007-09

**Request for Proposal to provide assessment engineering services for the Lighting District
No. 99-1 of the City of Torrance for Fiscal Year 2007-08**

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, February 22, 2007, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL TO PROVIDE ASSESSMENT ENGINEERING SERVICES FOR THE LIGHTING DISTRICT NO. 99-1 OF THE CITY OF TORRANCE FOR FISCAL YEAR 2007-08, RFP B2007-09.

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal to provide assessment engineering services for the Lighting District No. 99-1 of the City of Torrance for Fiscal Year 2007-08, RFP B2007-09" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd. Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in, using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this RFP will be attached to and become a part of the contract.

Standards for Evaluation of Proposals:

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City is the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable proposals, financial capabilities, delivery, and cost.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2007-09

**Request for Proposal to provide assessment engineering services for the Lighting District
No. 99-1 of the City of Torrance for Fiscal Year 2007-08**

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the request for proposal to provide assessment engineering services for the Lighting District No. 99-1 of the City of Torrance for fiscal year 2007-08.

On April 20, 1999 the City Council adopted a Resolution initiating proceedings for the formation of Lighting District No. 99-1 (LD) pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the Right to Vote on Taxes Act. In accordance with these provisions, the owner of each parcel subject to an assessment had the opportunity to cast a ballot in favor of, or in opposition to, the LD. At a public hearing on June 15, 1999, the returned ballots were counted using the proportionate weighting methodology required by law, and the LD was approved. The approved Fiscal Year 1999-00 assessments for the LD were then submitted to the Office of the Auditor-Controller of the County of Los Angeles for the inclusion on the Fiscal Year 1999-00 tax roll.

As long as the assessment rates levied by the LD do not increase above the rates approved on June 15, 1999, the LD may continue to levy assessments every fiscal year without further approval from the property owners in the City. However, in order to continue levying assessments, the City must approve an Engineer's Report calculating the relative benefit each parcel in the City will receive from the assessment, as well as the resolutions required by law. In addition, it is also necessary for the City to enroll the assessments with the Auditor-Controller for inclusion on the Fiscal Year 2007-08 tax roll.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Requirements:

Consulting Services to the City to serve as the assessment engineer for the Lighting District (LD) for Fiscal year 2007-08

Work Performed by Proposer:

Preliminary Work for Fiscal Year 2007-08:

Gather all current information for the LD as to the number and type of public street lights.
Prepare assessment diagram including all properties and Benefit Zones within the City, consistent with the Benefit Zones previously established for the LD.
Prepare a data base of all assessable parcels within the LD by Benefit Zone.

Meet with City staff to gather preliminary information for assessments.
Provide the City a calculation of the total assessments for the LD by Parcel.

Assessments for Fiscal Year 2007-08:

Consultant will review and co-ordinate with City Staff any plans for facilities and services to be funded through the LD.

To provide the City a calculation of the total assessment for the LD by parcel.

Engineers Report for Fiscal Year 2007-08:

Prepare preliminary Engineers Report with the following information which is required by law:

- a) Plans and specifications of the Improvements;
- b) An estimate of the costs of the Improvements;
- c) A diagram of the Assessment District;
- d) An assessment of the estimated costs of the Improvements; and
- e) If bonds or notes will be issued pursuant to Section 22662.5 of the 1972 Act, an estimate of their principal amount.

The deadline date for the preliminary Engineers Report is tentatively scheduled for Monday May 7, 2007.
The deadline date for the final Engineers Report is tentatively scheduled for Monday May 14, 2007.

Attend two City Council meetings and assist staff with any questions for the adoption of the following resolutions for Fiscal Year 2007-08:

First City Council Meeting:

Adoption of a resolution initiating the proceedings to levy assessments within the City's LD;
Adoption of a resolution approving the Engineer's Report for the City's LD; and,
Adoption of a resolution of Intention to levy assessments within the City's LD.

The first City Council Meeting is tentatively scheduled for Tuesday May 22, 2007.

Second City Council Meeting:

Hold the Public Hearing on the proposed levy of assessments within the City's LD; and,
Adoption of a resolution confirming the diagram and assessment and ordering the improvements in connection with the City's LD.

The second City Council meeting is tentatively scheduled for Tuesday June 19, 2007.

Assessment Administration for Fiscal Year 2007-08:

Co-ordinate with the County of Los Angeles to place the assessment liens on the property tax bill before the County Tax Collectors deadline for the placement on the 2007-08 tax roll.

The consultant will be the contact person for any inquiries from the Public regarding the LD assessments.

The consultant will mail direct assessment billings and provide the City a list of each direct bill with the following information; APN#, owner name, LD land use for 2007-08, LD Assessment for 2007-08, First installment, Second installment.

Proposal Submittals:

Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)

Proposer's Affidavit (Attachment 1)

Note: The proposal must contain the scope of services and the consultant's fee with the terms of payment.

Proposal Calendar:

The following is a list by required dates that must be adhered to in order to complete the selection of an engineering firm timely;

Request for Proposal Issued:	Thursday January 25, 2007
Notification of Interest:	Thursday February 8, 2007 Submitted in writing to: City of Torrance Finance Department 3031 Torrance Blvd., Torrance, CA, 90503 Attention: Ms. Suzanne Bittner
Pre-proposal Conference:	Thursday February 15, 2007 at 1:30 p.m. Location: City of Torrance Finance Department, Second Floor South Conference Room 3031 Torrance Blvd, Torrance, CA, 90503
Due Date for Proposals:	Thursday February 22, 2007 by 2:00 p.m. Submitted to: The Office of the City Clerk 3031 Torrance Blvd., Torrance, CA, 90503

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2007-09

Request for Proposal to provide assessment engineering services for the Lighting District
No. 99-1 of the City of Torrance for Fiscal Year 2007-08

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No _____

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? _____ days/weeks

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Costs:

\$ _____

Costs for being the contact person for any inquiries from the Public regarding the LD assessments

\$ _____

Additional costs (please specify)

\$ _____

Grand Total

\$ _____

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
Preliminary Work for Fiscal Year 2007-08:	
Gather all current information for the LD as to the number and type of public street lights.	
Prepare assessment diagram including all properties and Benefit Zones within the City, consistent with the Benefit Zones previously established for the LD.	
Prepare a data base of all assessable parcels within the LD by Benefit Zone.	
Meet with City staff to gather preliminary information for assessments.	
Provide the City a calculation of the total assessments for the LD by Parcel.	
Assessments for Fiscal Year 2007-08:	
Consultant will review and co-ordinate with City Staff any plans for facilities and services to be funded through the LD.	
To provide the City a calculation of the total assessment for the LD by parcel.	
Engineers Report for Fiscal Year 2007-08:	
Prepare preliminary Engineers Report with the following information which is required by law:	
<ul style="list-style-type: none"> a) Plans and specifications of the Improvements; b) An estimate of the costs of the Improvements; c) A diagram of the Assessment District; d) An assessment of the estimated costs of the Improvements; and e) If bonds or notes will be issued pursuant to Section 22662.5 of the 1972 Act, an estimate of their principal amount. 	
The deadline date for the preliminary Engineers Report is tentatively scheduled for Monday May 7, 2007.	
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Attend two City Council meetings and assist staff with any questions for the adoption of the following resolutions for Fiscal Year 2007-08:	
First City Council Meeting:	
Adoption of a resolution initiating the proceedings to levy assessments with the City's LD;	
Adoption of a resolution approving the Engineer's Report for the City's LD; and,	
Adoption of a resolution of Intention to levy assessments within the City's LD.	
The first City Council Meeting is tentatively scheduled for Tuesday May 22, 2007.	
Second City Council Meeting:	
Hold the Public Hearing on the proposed levy of assessments within the City's LD; and,	
Adoption of a resolution confirming the diagram and assessment and ordering the improvements in connection with the City's LD.	
The second City Council Meeting is tentatively scheduled for Tuesday June 19, 2007.	
Assessment Administration for Fiscal Year 2007-08:	
Co-ordinate with the County of Los Angeles to place the assessment liens on the property tax bill before the County Tax Collectors deadline for the placement on the 2007-08 tax roll.	
The consultant will be the contact person for any inquiries from the Public regarding the LD assessments.	
The consultant will mail direct assessment billings and provide the City a list of each direct bill with the following information; APN#, owner name, LD land use for 2007-08, LD assessment for 2007-08, First installment, Second installment.	

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)	
Proposer's Affidavit (Attachment 1)	
Note: The proposal must contain the scope of services and the consultant's fee with the terms of payment.	
Proposal Calendar:	
The following is a list by required dates that must be adhered to in order to complete the selection of an engineering firm timely;	
Request for Proposal Issued: Thursday January 25, 2007	
Notification of Interest: Thursday February 8, 2007 Submitted in writing to: City of Torrance Finance Department 3031 Torrance Blvd., Torrance, CA, 90503 Attention: Ms. Suzanne Bittner	
Pre-proposal Conference: Thursday February 15, 2007 at 1:30 p.m. Location: City of Torrance Finance Department, Second Floor South Conference Room 3031 Torrance Blvd., Torrance, CA, 90503	
Due Date for Proposals: Thursday February 22, 2007 by 2:00 p.m. Submitted to: The Office of the City Clerk 3031 Torrance Blvd., Torrance, CA, 90503	

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

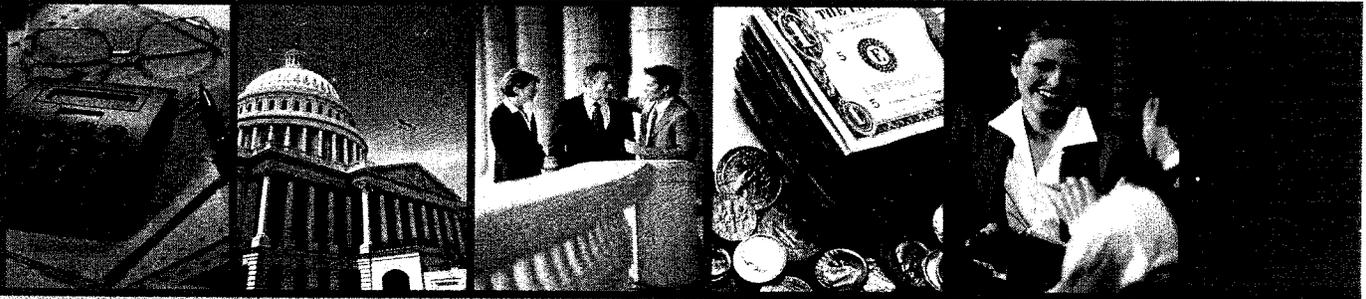
Dated this ____ day of _____, 20 ____.

(Proposer Signature)

(Title)

EXHIBIT B
PROPOSAL

*Proposal to Provide
Assessment Engineering
Services for
Lighting District No. 99-1
to the
City of Torrance
for Fiscal Year 2007-08
(RFP #B2007-09)*



COPY



27368 Via Industria, Suite 110, Temecula, California 92590

February 21, 2007

Ms. Sue Herbers, CMC
City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, California 90503

Re: Proposal to Provide Assessment Engineering Services for Lighting District No. 99-1 for the City of Torrance (Fiscal Year 2007/08, RFP B2007-09)

Dear Ms. Herbers:

In response to the City of Torrance's **Request For Proposal No. B2007-09** issued January 25, 2007, we are pleased to present the following proposal for District Administration Services. MuniFinancial understands that the City wishes to retain a consulting firm to administer its Lighting District No. 99-1 for fiscal year 2007/08; in particular, we are aware that the City requires an Engineer's Report to gauge the benefit each parcel within the district will receive from the annual assessment. In so doing, the continued levying of said assessments complies with statute requirements and, thus, primed for inclusion on the 2007/08 tax roll. As attributes are considered in the selection of a firm to handle these important tasks, we believe that the City will determine that MuniFinancial is both uniquely equipped and committed to handling these tasks with the greatest level of quality, as well as District Administration Services excellence, for the following reasons:

Commitment — this past year, our staff was responsible for administering **1,415 Special Districts** representing **\$592 million on 6.12 million parcels**—that's *over half a billion dollars* in individual fees, charges, taxes and assessments in **38 counties** in California on behalf of **194 public agencies**. All of the 1,415 levies were submitted on time to each of the respective counties.

Depth of Experience — MuniFinancial has consistently been at the forefront of innovative approaches to Special District formation and administration in California. We pioneered many practices that are now considered industry standards by our competitors. Some of our clients for Assessment District Engineering Services include the *Los Angeles County Department of Parks and Recreation*; plus the *cities of Santa Fe Springs, San Fernando, Claremont, Pico Rivera, Placentia, and Palmdale*.

Technology — we have invested considerable resources in the development and continual enhancement of *MuniMagic™*, our customized proprietary software system. This system houses, manipulates, and stores the data needed for accurate charge administration and historical recordkeeping; moreover, it allows us make your data available via direct Internet access to your staff. The advancements in our software allow City staff to access current parcel and special assessment records, as well as access detailed reports.

As MuniFinancial is actively involved with all of the above-mentioned services requested by the City of Torrance, we will act as an extension of City staff to provide the requisite experience and technical knowledge to successfully **complete this project in a timely manner**. In view of that fact, Ms. **Gladys Medina** will serve as project manager, while Ms. **Maureen Coleman** will provide analytical support. For this commitment, we have also enlisted the assistance of Mr. **Richard Kopecky, P.E.**, from our affiliate company, *Willdan*, who will serve as the principal assessment engineer.

Thank you for this opportunity to serve the City of Torrance and request that if you should have any questions, please contact Project Manager Gladys Medina or me at (800) 755-MUNI (6864). We can also be contacted via email at gladysm@muni.com and markr@muni.com, respectively. Based on the attached scope of work and fee schedule, which is valid for up to *ninety (90)-days* from the proposal date, **I have the authority to bind the firm**.

Sincerely,
MuniFinancial



Mark Risco, Vice President and Division Manager
District Administration Services

SECTION III: PROPOSER'S RESPONSE

CITY OF TORRANCE
 3031 Torrance Blvd.
 Torrance, CA 90503
 RFP NO. RFP B2007-09

Request for Proposal to Provide Assessment Engineering Services for the Lighting
 District No. 99-1 of the City of Torrance for Fiscal Year 2007-08

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

MuniFinancial
 Name of Company

27368 Via Industria, Suite 110
 Address

Temecula, California 92590
 City/State/Zip:

Mark Risco, Vice President and Division Manager
 Printed Name/Title

(800) 755-MUNI (6864) / (951) 587-3510
 Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation XX Partnership N/A Sole Proprietorship N/A

Other: N/A

Business History:

How long have you been in business under your current name and form of business organization?

Eighteen (18) years

If less than three (3) years, and your company was in business under a different name, what was that name?

N/A

N/A

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

(1) Mark Risco, or (2) Gladys Medina

Name

(1) Vice President and Division Manager, (2) Project Manager

Title

(800) 755-MUNI (6864) / (951) 587-3510

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. 1 Date Received: 2/16/07 (See following page.)

Addendum No. N/A Date Received: N/A

Addendum No. N/A Date Received: N/A

Addendum No. N/A Date Received: N/A

N/A No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No X

If yes, what are your discounted invoice terms? N/A

Delivery:

What is the lead-time for delivery? Thirty (30) days/weeks

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1

Issued: February 15, 2007

TO

**REQUEST FOR PROPOSAL TO PROVIDE ASSESSMENT ENGINEERING
SERVICES FOR THE LIGHTING DISTRICT NO. 99-1
OF THE CITY OF TORRANCE FOR FISCAL YEAR 2007-08**

B2007-09

Please note the following changes and/or additions to the Request for Proposal for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to its proposal.**

1. **Term of Services.**

The term of services for this contract will be three years. The City has the option to extend the term of the contract for two (2) additional "one-year" renewals.

2. **Attend Meetings with City Council.**

Page 5 of the RFP: The Consultant shall attend approximately five (5) City Council meetings, instead of two (2).

3. **Services Specification Column.**

Page 10 of the RFP: Complete the Proposer's Comments Column and add any additional work qualification that the Consultant could provide the City.

By Order of the Assistant Finance Director

KENNETH A. FLEWELLYN
Assistant Finance Director

CITY OF TORRANCE, CALIFORNIA**ADDENDUM NO. 1****Issued: February 15, 2007****TO****REQUEST FOR PROPOSAL TO PROVIDE ASSESSMENT ENGINEERING
SERVICES FOR THE LIGHTING DISTRICT NO. 99-1
OF THE CITY OF TORRANCE FOR FISCAL YEAR 2007-08****B2007-09**

Please note the following changes and/or additions to the Request for Proposal for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to its proposal.**

1. Term of Services.

The term of services for this contract will be three years. The City has the option to extend the term of the contract for two (2) additional "one-year" renewals.

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Page 5 of the RFP: The Consultant shall attend approximately five (5) City Council meetings, instead of two (2).

3. Services Specification Column.

Page 10 of the RFP: Complete the Proposer's Comments Column and add any additional work qualification that the Consultant could provide the City.

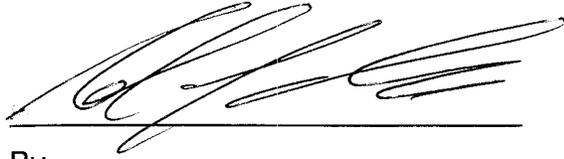
By Order of the Assistant Finance Director

KENNETH A. FLEWELLYN
Assistant Finance Director

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

MuniFinancial
Bidder



By

February 21, 2007
Date

******* Submit this executed form with the bid *******

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

LA County Parks & Rec Name of Company/Agency No.	31320 N. Castaic Rd, Castaic, CA 91384 Address	Mr. Les Seidman, (661) 294-3500 Person to Contact/Telephone
City of San Fernando Name of Company/Agency No.	117 MacNeil St, San Fernando, CA 91340 Address	Mr. Edwin Galvez, (818) 898-1224 Person to Contact/Telephone
City of Irvine Name of Company/Agency No.	One Civic Center Plaza, Irvine, CA 92606 Address	Ms. Donna Mullally, (949) 724-6037 Person to Contact/Telephone

Costs: \$ *25,000

Costs for being the contact person for any inquires from the Public regarding the LD assessments \$ Included

Additional costs (please specify) \$ See below

* Fee applies if electronic parcel database is provided by the City of Torrance; otherwise, an additional \$5,000 (\$30,000 total) for database setup would occur for the first year only. Thereafter, fee would reduce to \$25,000 annually.

N/A

N/A

Grand Total \$ *25,000

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
Preliminary Work for Fiscal Year 2007-08:	
Gather all current information for the LD as to the number and type of public streetlights.	X
Prepare assessment diagram, including all properties and Benefit Zones within the City, consistent with the Benefit Zones previously established for the LD.	X
Prepare a database of all assessable parcels within the LD by Benefit Zone.	X
Meet with City staff to gather preliminary information for assessments.	X
Provide the City a calculation of the total assessments for the LD by Parcel.	X
Assessments for Fiscal Year 2007-08:	
Consultant will review and co-ordinate with City Staff any plans for facilities and services to be funded through the LD.	X
To provide the City a calculation of the total assessment for the LD by parcel.	X
Engineer's Report for Fiscal Year 2007-08:	
Prepare preliminary Engineers report with the following information which is required by law:	X
<ul style="list-style-type: none"> a) Plans and specifications of the Improvements; b) An estimate of the costs of the Improvements; c) A diagram of the Assessment District; d) An assessment of the estimated costs of the Improvements; and e) If bonds or notes will be issued pursuant to Section 22662.5 of the 1972 Act, an estimate of their principal amount. 	X
The deadline date for the preliminary Engineers Report is tentatively scheduled for Monday, May 7, 2007.	
The deadline date for the final Engineers Report is tentatively scheduled for Monday May 14, 2007.	

Attend two City Council meetings and assist staff with any questions for the adoption of the following resolutions for Fiscal Year 2007-08:	
First City Council Meeting:	
Adoption of a resolution initiating the proceedings to levy assessments with the City's LD,	X
Adoption of a resolution approving the Engineer's Report for the City's LID, and	X
Adoption of a Resolution of Intention to Levy assessments within the City's LD.	X
The first City Council Meeting is tentatively scheduled for Tuesday May 22, 2007.	
Second City Council Meeting:	
Hold the Public Hearing on the proposed levy of assessments within the City's LD, and	X
Adoption of a resolution confirming the diagram and assessment and ordering the improvements in connection with the City's LD.	X
The second City Council Meeting is tentatively scheduled for Tuesday June 19, 2007.	
Assessment Administration for Fiscal Year 2007-08:	
Co-ordinate with the County of Los Angeles to place the assessment liens on the property tax bill before the County Tax Collectors deadline for the placement on the 2007-08 tax roll.	X
The consultant will be the contact person for any inquiries from the Public regarding the LD assessments.	X
The consultant will mail direct assessment billings and provide the City a list of each direct bill with the following information: APN#, owner name, LD land use for 2007-08, LD assessment for 2007-08, First installment, Second installment.	X
Track delinquencies.	X

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)	X
Proposer's Affidavit (Attachment 1)	X
Note: The proposal must contain the scope of services and the consultant's fee with the terms of payment.	X
	—
Proposal Calendar:	—
The following is a list by required dates that must be adhered to in order to complete the selection of an engineering firm timely;	—
Request for Proposal issued: Thursday January 25, 2007	—
Notification of Interest: Thursday February 8, 2007 Submitted in writing to: City of Torrance Finance Department 3031 Torrance Blvd., Torrance, CA 90503 Attention: Ms. Suzanne Bittner	X
Pre-proposal Conference: Thursday February 15, 2007, at 1:30 p.m. Location: City of Torrance Finance Department, Second Floor South Conference Room 3031 Torrance Blvd., Torrance, CA 90503	X
Due Date for Proposals: Thursday February 22, 2007, by 2:00 p.m. Submitted to: The Office of the City Clerk 3031 Torrance Blvd., Torrance, CA 90503	X

ATTACHMENT 1: PROPOSER'S AFFIDAVIT

ATTACHMENT 1

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Mark Risco being first duly sworn, deposes and says:

1. That he/she is the Vice President/Division Manager of MuniFinancial
 (Title of Office) (Name of Company)

hereinafter called "Proposer," who has submitted to the City of Torrance a proposal for

Request for Proposal to Provide Assessment Engineering Services for Lighting District No. 99-1 for the
 City of Torrance for Fiscal Year 2007-08 (RFP NO. B2007-09)
 (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facility of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business;
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 21st day of February, 2007


 (Proposer Signature)

Vice President and Division Manager
 (Title)

ATTACHMENT 2 — CLIENT LISTING (CONFIDENTIAL)

CONFIDENTIAL AND NOT FOR PUBLIC RELEASE

ATTACHMENT 3 — CONTRACT EXCEPTIONS

The following are comments received from our attorney regarding the City of Torrance's sample RFP agreement. Should we be selected, our principal-in-charge and attorney will be available to speak with the City's legal counsel, if necessary.

In view of that, MuniFinancial requests consideration of the following exceptions to the sample agreement provided with the **City of Torrance's RFP No. B2007-09**, dated January 25, 2007:

15. INDEMNIFICATION (PAGE 5)

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused, ~~and regardless of the responsibility for negligence.~~ The obligation to indemnify, defend and hold harmless includes, ~~but is not limited to,~~ any liability or expense, including defense costs and legal fees to the extent resulting or arising from the negligent acts, errors or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. ...CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs, including, but not limited to attorney's fees, expert fees, and costs of litigation. CONSULTANT's obligations hereunder shall be in proportion to CONSULTANT's proportionate share of fault.

17. INSURANCE (PAGE 5, SECTION A-2)

General Liability, including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence and general aggregate.

17. INSURANCE (PAGE 5, SECTION A-3)

Professional liability insurance with limits of at least \$1,000,000 ~~per occurrence.~~ claim and \$2,000,000 annual aggregate.

17. INSURANCE (PAGE 6, SECTION E)

Each insurance policy required by this Paragraph must contain a provision that no ~~termination, cancellation or change~~ of coverage can be made without thirty (30) days' notice to CITY, ten (10) days' notice if cancellation is due to nonpayment of premium.