Council Meeting of
April 11, 2006

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

Members of the Council:

SUBJECT: Recommendation to Award a Contract to Ideum Inc. to Design an Interactive Environmental Education Display as Part of the Used Oil Recycling Grant Program

Reference Bid Number: B2006-04

Expenditure: $72,500

RECOMMENDATION

The Public Works Director recommends that the City Council award a Contract Services Agreement in an amount not to exceed $72,500 to Ideum Inc., of Corrales, New Mexico, to design an interactive environmental education display as part of the Used Oil Recycling Grant Program.

Funding

Funding is available in the Sanitation Enterprise Fund, Used Oil Recycling Block Grant.

BACKGROUND

Staff had met with three different companies to discuss ideas of an environmental educational project and to develop specifications in preparation of a bid package. The outcome of these meetings generated the concept of creating a web-based, interactive game where users would make choices concerning the use and disposal of hazardous materials, as well as seeing the consequences of their decisions. This game will incorporate current City environmental programs and resources on used oil recycling, along with educational information on hazardous waste, electronic waste, universal waste and storm-drain pollution.

This game will be made available on disk or as a link from the City's website. In addition, a mobile display kiosk with the game will be crafted and used at schools, special events or other various locations throughout the city. The success of this project may lead to the further development of additional sections to cover the different environmental programs the City offers.

ANALYSIS

This project was advertised for bid on January 8, 2006, with only one bid received and opened on February 2, 2006. The lone bid received was from Ideum Inc. in the amount of $72,500. This includes a breakdown of $26,000 for design costs and $46,500 for project development cost. It is noted that Ideum Inc. is one of the original companies that met with staff prior to going out to bid on this project and that their bid cost is less than projected.

Funding for this project is from a block grant. Block grant funds are awarded each year and are available for use for three years thereafter. In anticipation for this type of funding source, the bid package was delineated into the separate tasks of design and development. Subsequently, we will move forward on the design phase using the available current funding and will then proceed with the development phase when the additional funds become available in July 2006. At that time, staff will return to Council to request approval to complete the project.

In the meantime, staff will also be pursuing options in obtaining other grant funds from a used oil recycling opportunity grant that may be used for this project and speed up the development timeline.

This project is part of the City's efforts to comply with AB 939, the California Integrated Waste Management Act, which requires cities to provide public education and awareness of waste reduction programs and activities.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Alison Sherman
Waste Management Coordinator

CONCUR:

Jack van der Linden
Deputy Public Works Director

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachment: A) Contract Services Agreement

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of April 11, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Ideum, Inc., a C corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to design and develop an interactive environmental display.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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 December 31, 2006.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $72,500.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (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 CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

The Public Works Director or their designee 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 CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

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

Jim Spadaccini, CEO

9. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services 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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR 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. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR 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, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR'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 CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR 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. CONTRACTOR 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.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

A. CONTRACTOR and its subcontractors 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, $500,000 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.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR 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. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, 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 termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR	Ideum, Inc. 4895 1/2 Corrales Road Corrales, NM 87048 Fax: 505-792-1111
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 CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Dan Walker, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By:_____

Ideum
A C Corporation

By:_____
Jim Spadaccini
CEO

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A

SCOPE OF SERVICES

[To be attached]

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP 2006- 04

Request for Proposal for the
Design and Development of an Interactive Environmental Display

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PROPOSAL SUBMITTAL INFORMATION

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

DEADLINE: 2:00 PM

DATE: Thursday, February 2, 2006

BID DEADLINE
2:00 P.M.
IN CITY CLERK'S OFFICE
ON BID OPENING DAY

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.

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:

Alison Sherman
Public Works Department
(310) 781-6916

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP 2006- 04

Request for Proposal for the
Design and Development of an Interactive Environmental Display

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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 2, 2006, 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 FOR THE DESIGN AND DEVELOPMENT OF AN INTERACTIVE ENVIRONMENTAL DISPLAY, RFP 2006-04".

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "PROPOSAL FOR THE DESIGN AND DEVELOPMENT OF AN INTERACTIVE ENVIRONMENTAL DISPLAY RFP 2006-04") and addressed to the City Clerk, City of Torrance, 3031 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.

The City reserves the right to reduce or remove one or more tasks from the contract if needed.

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 must be 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 2006- 04

Request for Proposal for the
Design and Development of an Interactive Environmental Display

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SECTION II - TECHNICAL REQUIREMENTS

Introduction:

The City of Torrance provides its residents with a full-range of environmental programs. The City currently provides residents with the following environmental programs:

- Curbside collection for residential recycling
- Used motor oil and oil filter recycling
- Household hazardous waste collection program
- Electronics recycling (E-Waste)
- Large item collection
- Street sweeping
- Backyard composting workshops
- School education programs

The City promotes these programs to residents through the production and distribution of brochures, flyers, promotional items, newspaper ads, other media advertising, face-to-face community events, and school and community group presentations.

The City has noticed that at community events and school and group presentations, residents ask many questions about a wide variety of City environmental programs. These face-top-face events provide the City staff with the best opportunity to deliver a wide range of program information to residents.

Unfortunately because the number of face-to-face outreach opportunities in the City is limited, staff is looking for a way deliver a comprehensive menu of environmental services to residents in an interactive manner.

In order to address this need the City has decided to develop an interactive display that can be accessed by residents that will provide information about the whole range of the City's environmental programs as well as presenting users with the "cause and effect" environmental impact that their action have. The envisioned interactive display will enable residents and other users to explore a full range of day-to-day activities and see how their choices, either proper or improper, effect the local Torrance environment.

The City's interactive program will ideally be able to be delivered to residents through a standalone kiosk, as a program deliverable via a CD, and /or as a web program accessible through the City's existing web page (www.torrnet.com).

The City's interactive environmental program should contain elements of interest to residents of various ages. This may take the form of a game component for children, an interconnectivity component which will allow teenagers and young adult users to link to other interesting environmental sites, and interesting, information components for adult residents who need to access the details of specific City environmental programs.

As the City will use grant funds for this project, the area of emphasis will be used oil recycling with some overlap with hazardous waste disposal and storm drain pollution prevention.

General Requirements:

1. In coordination with City staff the consultant will develop the content and presentation style for the City's interactive environmental display.
    a. The selected firm will help develop the subject content with an eye toward how that content will be delivered.
    b. With guidance from the City the consultant will help develop the environmental subjects to be included, their relationship to one another and how they will be presented.
    c. The consultant will develop the style of material's presentation.
        i. Animated, photo realistic, video, sound, etc.
        ii. Video game, immersive environment, etc.

2. Identify development costs associated with implementing the designs determined under task #1.

3. Develop the interactivity interface, implement all technical tasks necessary to create an interactive program that matches the design goals determined in task #1.
    a. Program development (stand alone program or web based)
    b. Produce all graphic elements, film, video and sound elements.
    c. Provide all programming necessary to deliver an interactive program that will interface with the City's existing technology. The program must be designed to run on commonly available hardware and software. A web-based program must be easily integrated into or linked with the City's existing web site.

Work Performed by Proposer:

Each proposer should submit their plan for implementing the three (3) tasks outlined above. Each task must be itemized separately as one or more tasks may be removed if bid costs are excessive. While the specific environmental subjects to be included in the interactive program will be determined by the City, the proposer should be prepared to describe in detail how the information inherent in those subjects is presented.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP 2006- 04

Request for Proposal for the
Design and Development of an Interactive Environmental Display

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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:

Ideum

Name of Company

4895 1/2 Corrales Rd

Address

Corrales, New Mexico 87048

City/State/Zip Code

Jim Spadaccini - Owner and Creative director, Ideum Inc.

Printed Name/Title

Phone -- (505) 792-1110 Fax- (505) 792-1111

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation XX Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

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

Five years _____ years

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

N/A

Contact for Additional Information:

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

Jim Spadaccini - Owner and Creative Director, Ideum, Inc.
Name

Title

Phone - (505) 792-1110 Fax - (505) 792-1111
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: _____

XX
____ 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? _____

Delivery:

What is the lead time for delivery? See attached timeline 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.
Association of Science - Technology Centers	Washington, D.C.	Wendy Pollock (202) 783-7200
California Science Center, Los Angeles, CA		David Bilbas, (213) 744-7482
UC Berkeley Space Sciences Laboratory	Berkeley, CA	Dr. Isabel Hawkins, (510) 643-5662

Costs:

Total of all Tasks	$ 72,500
Task 1	$ 26,000
Task 2	$ See attached
Task 3	$ 46,500
Additional costs (please specify)	$ none

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
Task 1: In coordination with City staff the consultant will develop the content and presentation style for the City's interactive environmental display. a. The selected firm will help develop the subject content with an eye toward how that content will be delivered. b. With guidance from the City the consultant will help develop the environmental subjects to be included, their relationship to one another and how they will be presented. c. The consultant will develop the style of material's presentation. i. Animated, photo realistic, video, sound, etc. ii. Video game, immersive environment, etc.	Please see attached proposal for details about all tasks.
Task 2: Identify development costs associated with implementing the designs determined under Task 1.	
Task 3: Develop the interactivity interface, implement all technical tasks necessary to create an interactive program that matches the design goals determined in Task 1. a. Program development (stand alone program or web based) b. Produce all graphic elements, film, video and sound elements. c. Provide all programming necessary to deliver an interactive program that will interface with the City's existing technology. The program must be designed to run on commonly available hardware and software. A web-based program must be easily integrated into or linked with the City's existing web site.	

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

Submittal Requirements	Check here if included:
Proposal with itemized costs	X
Affidavit	X

ATTACHMENT 1

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Jim Spadaccini being first duly sworn, deposes and says:

1. That he/she is the Owner & Creative Director (Title of Office) of Ideum Inc. (Name of Company)

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

   The Design and Development of an Interactive Environmental Display

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.

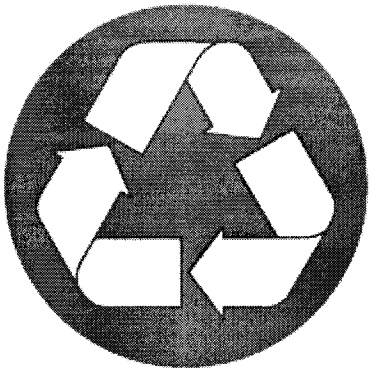
Dated this 30 day of January, 2006.

(Proposer Signature)

Owner & Creative Director / Ideum, Inc.
(Title)

Design & Development of an Interactive Environmental Display

For the City of Torrance
(RFP 2006-04)



Proposal: January 30, 2006
Ideum

Prepared by: Ideum
Jim Spadaccini
jims@ideum.com
www.ideum.com
505-792-1110

Overview

Ideum will work with the City of Torrance to develop an interactive environmental display. This interactive exhibit will be made available to residents as a standalone kiosk, a deliverable CD and as a Web program through the City's existing webpage.

As stated in the Request for Proposal, the interactive will inform residents about a variety of programs that the City offers. This includes curbside collection for residential recycling, used motor oil and oil filter recycling, household hazardous waste collection, e-waste, large item collection, street sweeping, backyard composting, and school education programs. The interactive exhibit will help provide information to residents concerning key components of these programs.

This proposal outlines our response to the needs of the City as outlined and explains our approach to designing interactive educational environments. Our experience goes beyond interactive design; we have deep experience in education and environmental science. We've developed interactive exhibits for many well-known museums and government agencies. We encourage you to visit our portfolio (www.ideum.com).

Scope of Work: *General Requirements*

Our comments below refer to each of the proposed Tasks.

Task 1. In coordination with City staff the consultant will develop the content and presentation style for the City's interactive environmental display.

Our firm has developed a number of interactive websites and exhibits that have explored environmental and science-related issues. We've worked on projects that have focused on alternative fuels, renewable energy, fuel cells, hazardous materials, and climate change. In each instance, we have worked closely with our clients and have sought the advice of scientists and other experts.

Our approach in the most general terms is "user-focused." We work with our clients to develop interactive exhibits that seamlessly integrate content and design, and maximize user interaction. The user should have control of the experience. The more engaged they are, the more time they will spend interacting, and the more they will learn and retain.

Many of the environmental programs the City of Torrance provides ask residents to participate. This provides an opportunity to create "game-based" activities in which the user learns by doing. Users could be prompted to be active around their home. For example, they might be asked to "clean the garage" in which they select items such as used oil filters, cans and bottles, old computers, and other used and hazardous materials for clean up. As they clean they receive feedback, learning more about the importance of recycling. Graphic and sounds could provide "rewards" along the way, encouraging visitors to continue interacting.

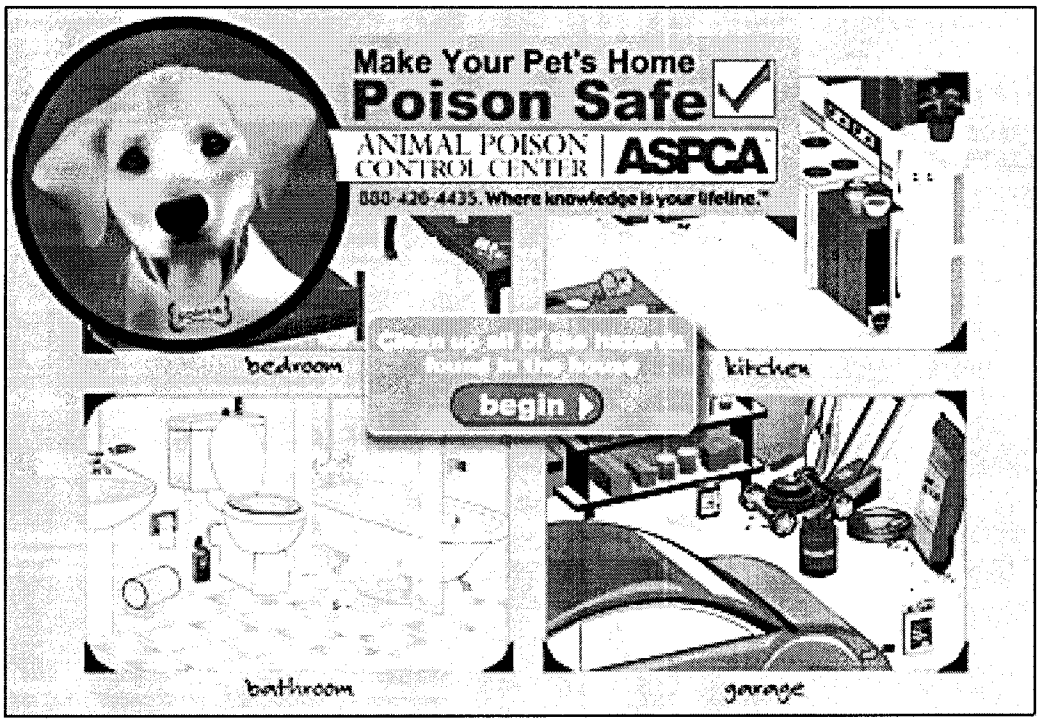
For City programs a different approach will be needed but it can remain user focused and active. A city map or aerial view of the city might contain "clickable" activity points of interest—which would bring up animations and video showing "the City at work." Click on a school and you'll learn about the school education program. Click on a street and you'll see a street sweeper in action. Pop up information will let you know why street sweeping helps protect the City's (and the region's) environment.

By creating the "Home" and "City" as areas of interaction we would create relevant opportunities for residents to learn about all of the environmental programs that the City offers and how to participate.

For this project, we propose developing an environment that mixes photorealistic stills and motion video with animated "pop-ups." Real photos and video best convey the "cause and effect" that residents' actions (or non-actions) have, while the animated pop-ups can provide additional insight. The combined effect will provide a friendly, engaging

environment. This mix will appeal to both adults and younger residents. (You may have seen Pop-Up Videos on VH1 *http://en.wikipedia.org/wiki/Pop-Up_Video.* The "look and feel" might resemble this in a broad sense.)

Our firm has experience in capturing professional high-quality photographs, immersive QuickTime VR panoramic images, and video. In addition, we have developed exhibits with attractive animated and 3D sequences. We're confident that we can develop a compelling look for the interactive for the City.



We've developed a variety of interactive exhibits. Some use actual photographs and video, while for others, like the one above, we've created animated environments.

Task 2. Identify development costs associated with implementing the designs determined under task #1

Since identifying the development costs associated with Task 1 was included in this proposal, we've attached no comments or costs for this task.

Task 3. Develop the interactivity interface, implement all technical tasks necessary to create an interactive program that matches the design goals determined in Task #1.

A compelling concept for user interaction and a beautiful design are simply the first steps to creating an effective interactive piece. A well thought-out technical plan and flawless execution are required for it to be ultimately successful.

We recommend developing the interactive piece using Flash. A dominant Web standard, Macromedia's Flash program will allow us to build an interactive exhibit that can work as a stand-alone program or be accessed through the Web.

We will develop an engaging exhibit that is "dual-use:" it will be effective as a kiosk but also widely available to most residents (and others) via the Internet. The final interactive will work on all platforms and be accessible on all but the most outdated computers.

Design Approach: *A Few General Comments About Design*

Design is more than window dressing; it can convey mood and can enhance the message of the content. It can provide the user with a sense of space and can also assist in navigation and usability. We strongly believe that content, navigation, and design need to be fully integrated to create great experiences for users.

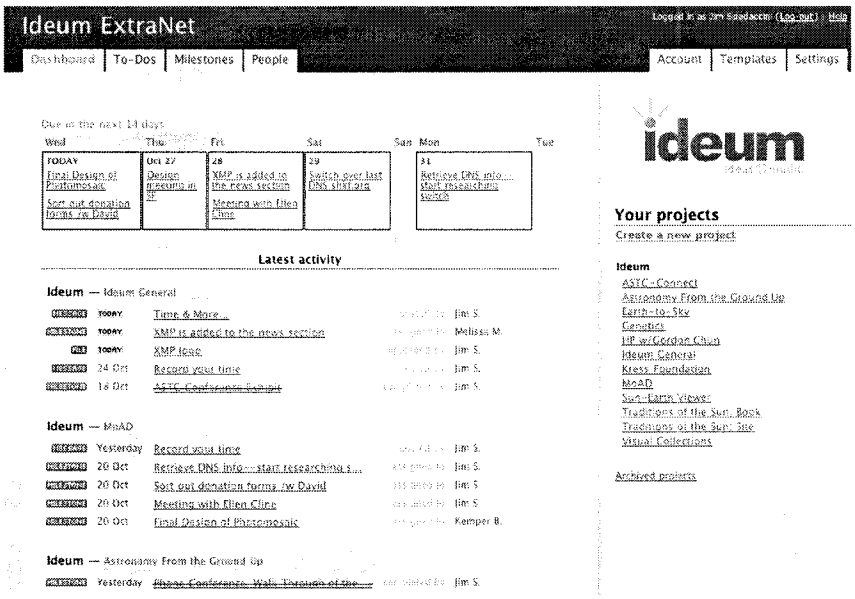
The content itself should drive design process both specifically (the actual content) and more generally through qualities of the topic. We strive to create interactive experiences that are *self-evident* –the user knows where they are, what the purpose of exhibit is, what they can do, and where they can go. Good design, logical structure and efficient layout can help shape an environment in which users feel comfortable and can help maximize interaction.

The Process and Quality Control Approach

The quality of the process goes a long way in determining the quality of the final "product." To ensure usability, we build in evaluation throughout the development

process. We have a deliberate and organized process—one in which the client signs-off at all major milestones.

Ideum will develop and maintain an Extranet work site that contains a project designs in progress, and other important information. We have an extensive password protected Extranet site that allows for efficient project tracking, including milestones, sign-off, email messages, and file sharing.



The Ideum Extranet provides "always available" information for our clients.

The Extranet site will allow project participants to view storyboards, mock-ups, artwork, and even interactive multimedia content in process. All project milestones will appear on the site calendar, clear records of all email correspondence will also be recorded in the site. We believe the more open and transparent the process, the better the final project.

We continually test and ensure quality as a part our development process. In addition, a more formal test period will be enacted prior to making the exhibit available the public. Since the interactive will be available on the Web, the testing period includes testing on various operating systems and browsers.

In addition, we know the importance of direct and in-person communication. We expect, and are ready to participate in multiple on-site meetings in Torrance.

Timeline

The development of the interactive from the conceptual phase through final testing a deployment will take 10 to 12 weeks. Upon acceptance of the project, we will work the City of Torrance to come up with a detailed timeline and a "milestone-based" payment schedule. These milestones will be listed within the Extranet site, so that both parties can monitor progress at a glance.

Budget

In the proposed budget, we've broken up the individual tasks as requested in the RFP. In addition, we've presented our hourly rates. Please note that travel, software and other overhead costs are included in our rates.

Rates

Design: $100	Programming: $85
Writing & Research: $75	Video & Photography: $100
Graphics & Animation Production: $75	Project Management: $100

Task #1

Conceptual Design and Content Development

Design, 120 hours, $12,000

Writing & Research, 120 hours, $9,000

Project Management, 50 hours, $5,000

Subtotal: 290 hours, $26,000

Task #3

Interface Design and Interactivity

Design 120 hours, $12,000

Video & Photography, 60 hours, $6,000

Graphics & Animation Production, 160 hours, $12,000

Programming, 100 hours, $8,500

Project Management, 80 hours, $8,000

Subtotal: 520 hours, $46,500

TOTAL, 810 hours, $72,500

Company Profile – Ideum – www.ideum.com

Founded in December 1999 by Jim Spadaccini—the former Director of Interactive Media at the Exploratorium—Ideum creates content-rich electronic exhibits and Websites. To date, Ideum has worked on over forty interactive media projects covering a variety of topics—mostly science-related but also in the fields of history, art, music, and technology. The goal is to create exhibits that are seamlessly integrated: a balance of compelling design, intuitive navigation and usability, and dynamic content.

For their work, Ideum has been honored with a number of awards, most notably back-to-back Pirelli International Multimedia Awards in 2003 and 2004. Each year, Ideum developed projects were honored as the "Best Environmental Project" and awarded a €15,000 prize.

Ideum works with museums, non-profits, and socially responsible companies. Clients include: Adobe Systems Inc., Adventure Science Center, The American Society for the Prevention of Cruelty to Animals (ASPCA), Association of Science-Technology Centers (ASTC), Astronomical Society of the Pacific, California Science Center, Chabot Space & Science Center, Computer History Museum, David Rumsey Historic Map Collection, The Exploratorium, Liberty Science Center, Museum of the African Diaspora (MoAD), NASA, National Baseball Hall of Fame and Museum, The National Park Service, National Science Foundation, The Tech Museum of Innovation, and The Center for Science Education at UC Berkeley Space Sciences Laboratory.

Key Personnel

Jim Spadaccini is the Creative Director of Ideum. Prior to forming the firm, he was the Director of Interactive Media at the Exploratorium where he worked for over five years. For his work at the Exploratorium, he received a Smithsonian Computerworld Award (1999) and an Association of Science and Technology Centers Award for Innovation (2000). Jim has directed and managed a variety of complex media and Web-based projects. He has worked as a designer, educator, and multimedia developer. Jim taught for seven years at the Multimedia Studies Program at San Francisco State

University and currently teaches for the Cultural Resource Management Program at the University of Victoria, British Columbia.

Kevin Silver is a Programmer and Interaction Designer at Ideum. He has over 10 years of professional programming and design experience with a focus on information architecture. Before joining Ideum, Kevin developed numerous web sites, applications, and web-based trainings for a myriad of clients in a range of industries. Kevin has a strong interest in creating compelling user experiences.

Kemper Barkhurst is a Multimedia Designer and Developer at Ideum. He has studied at University of New Mexico's Media Arts Department. Before joining Ideum, he founded Identified-Media an interactive design and consulting firm, which served educational, commercial, and non-profit clients. Kemper specializes in photography, video, and interactive media.

References

Dr. Isabel Hawkins	Director: Sun-Earth Connection Education Forum | Center for Science Education @ UC Berkeley Space Sciences Laboratory	510-643-5662, isabelh@ssl.Berkeley.edu
Wendy Pollock	Director, Research, Publications, and Exhibitions: Association of Science and Technology Centers	202-783-7200 ext, 114 wpollock@astc.org
David Bibas	Curator of Technology Programs: California Science Center	213-744-7482, dbibas@cscmail.org

EXHIBIT B

COMPENSATION SCHEDULE

[To be attached]

EXHIBIT B

COMPENSATION SCHEDULE

CONTRACTOR will bill CITY on a monthly basis for services rendered, based on the number of hours worked at the following rates:

Design - $100 per hour
Writing and Research - $75.00 per hour
Graphics and Animation Production - $75.00 per hour
Programming - $85.00 per hour
Video and Photography - $100.00 per hour
Project Management - $100.00 per hour