

**AGREEMENT WITH INLAND MOVING & STORAGE CO, INC., DBA BURGESS
MOVING & STORAGE FOR MOVING AND STORAGE SERVICES FOR THE SANTA
ANA LIBRARY**

THIS AGREEMENT is made and entered into on this 18th day of July, 2023 by and between Inland Moving & Storage Co., Inc., a California corporation dba Burgess Moving & Storage ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On April 17, 2023, the City issued Request for Proposal (RFP) No. 23-058A, by which City sought a contractor having special skill and knowledge in the field of moving and storage services.
- B. Contractor submitted a responsive proposal that was selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 23-058A.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor, during the term of this Agreement, shall perform the services described in the scope of work that was included in RFP No. 23-058A, which is attached as **Exhibit A** and incorporated in full, and as further described in Contractor's Proposal and addenda, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in the fee proposal, which is attached as **Exhibit C** and incorporated in full. The total amount to be expended during the term of this Agreement shall not exceed Two Hundred Twenty-Three Thousand, Nine Hundred Twenty-Four Dollars and Zero Cents (**\$223,924**). This sum is comprised of (1) the base amount of \$203,567, and (2) a 10% contingency in the amount of \$20,357 for additional services at the City's sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.

- c. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on December 31, 2025. The City shall have the option to renew this Agreement for no more than one (1) additional one-year term, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

- a. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- (1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- i. The retroactive date must be shown, and must be before the date of the contract or beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract work.**
 - iii. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a retroactive date prior to the contract effective date**, the Contractor must purchase "extending reporting" coverage for a minimum of **five (5) years after completion of work.**
- (8) **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (9) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- (10) **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by

law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

10. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument

signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Library Services Agency
City of Santa Ana
26 Civic Center Plaza (M-75)
Santa Ana, California 92701
Fax: (714) 647-5291

To Contractor:

Inland Moving & Storage, Co., Inc., dba Burgess Moving & Storage
Attn: Tom Burgess, President
PO Box 5547
1625 Iowa Ave.
Riverside, CA 92517-5547
Fax: (951) 369-1880

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and

addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Contractor is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk


Kristine Ridge
City Manager

APPROVED AS TO FORM:


SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 
Brandon Salvatierra
Deputy City Attorney


Tim Burgess (Jun 19, 2023 12:43 PDT)
Tim Burgess
President

RECOMMENDED FOR APPROVAL:



Brian Sternberg
Executive Director
Library Services Agency

EXHIBIT A



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EXHIBIT I

SCOPE OF SERVICES

Contractor shall perform services as set forth below.

A. GENERAL SCOPE:

1. Contractor shall deliver, set-up, and pick-up storage boxes/containers. The Contractor will provide all equipment, supplies, staff, and supervision necessary to set storage boxes/containers in place as well as removal of storage boxes/containers.
2. Contractor shall provide a secure offsite storage solution for all items removed from both libraries.
3. City representative will coordinate with the Contractor the finalized date, time, and placement location of boxes/storage containers.
4. Contractor shall assign a Project Manager, who will be present on-site during the relocation activities.
5. All Contractor personnel shall be dressed in standardized uniforms with identification badges at all times as furnished/issued by the Contractor at its cost.
6. The Contractor's workforce shall consist of full-time professional moving personnel who are experienced with moves of similar size and scope.
7. All drivers of Contractor's trucks shall be required to be fully licensed as required by the State of California. Additionally, Contractor shall ensure that:
 - a. Contractor trucks shall be locked at all times, and staged in secure areas, except when being loaded or unloaded.
 - b. Any vehicle operated by the Contractor or their personnel shall be maintained in accordance with the laws of the State of California, the rules and regulations of the California Highway Patrol, and all other applicable local, state, and federal laws, regulations, and ordinances.
8. Contractor shall be fully responsible for all fees, licenses, and permits, and any other charge that may be incurred as a result of this contract.
9. Contractor shall implement a color-coded location/labeling system, including color-code plans and signage.
10. Upon relocation of furniture and collections back to the Library sites, Contractor shall post directional signage as needed. The City will supply sufficient floor plans for Contractor to post in strategic areas on the floors.
11. Contractor shall leave destination locations in "broom clean" condition at the end of each relocation.
12. Contractor shall be fully responsible for any damage to City property, buildings, or grounds as a result of its operation. Should the Contractor fail to make repairs or replacements promptly and to the satisfaction of the City, the City shall make the repairs or replacements and charge the Contractor by diminution of payments due to the Contractor.
13. Building protection of floors, doors, walls, elevators, etc.: The Contractor shall provide, install and remove full protection of Library walls, administration offices, lobbies, corridor floors, systems furniture, doorways, elevators, and any other protections at point of origin and final destination.



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The Contractor shall be liable for any damage caused by installation or removal of building protections.

14. When new vinyl flooring systems and/or carpet have been installed, the Contractor shall ensure that the floor protection is in place prior to placing any move carts, dollies, etc. onto the newly finished surfaces. Protection shall ensure that no dents or streaks occur on the new floor finish at the completion of the relocation (moving) services.

B. NEWHOPE LIBRARY PROJECT SCOPE:

1. **Circulating and Non-circulating General Collections:** Contractor shall move and store the Library's circulating and non-circulating collections, including, but not limited to, approximately 40,000 volumes of children, adult, and oversized books and audiovisual materials such as DVDs and CDs.
2. **Shelving and Furniture:** Approximately 5% of existing shelving will be included in the project scope. All furniture items shall be included and must be moved and stored by Contractor. This includes public-area seating, tables and chairs. The City will ensure that furniture pieces are disconnected from electrical sources.
3. **Technology:** Larger-sized equipment, including printers, a self-check station, security gates, and a laptop dispensing kiosk, shall be included in the project scope. Some desktop computers and other smaller pieces may also be included.
4. **Packing:** Packing of the Library's circulating and non-circulating collections and materials will be done by City staff, but Contractor must provide all boxes. Contractor must also ensure that boxes containing the collections are kept and stored in the sequence provided by staff to allow for items to be reshelved in a timely manner.

5. Schedule:

Deliver Packing Materials	Library Closure	Relocation to Storage	Storage Duration	Relocation to Library
October 2023	November 2023	November 2023	Nov. 2024-June 2024	June 2024

Note: Dates are tentative and are subject to change based on construction timeframes.

C. MAIN LIBRARY PROJECT SCOPE:

1. **Circulating and Non-circulating General Collections:** Contractor shall move and store the Library's circulating and non-circulating collections, including, but not limited to, approximately 100,000 volumes consisting of children, adult, and oversized books and audiovisual materials such as DVDs and CDs.
2. **Local History Room:** Approximately 700 archival boxes with collections and other ephemeral items, 6,400 microfilm reels, contents of five (5) filing cabinets, seven (7) carts containing oversized books, three (3) carts containing oversized maps, 44 oversized exhibit portraits and 11 oversized photo frames shall be moved and stored by Contractor.



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3. **Bookmobile Collection:** Relocate Bookmobile collection of approximately 8,000 books and audiovisual materials to the Newhope Library, 122 N. Newhope Street upon closure of Main Library.
4. **Shelving and Furniture:** No shelving is included. However, Contractor shall be required to move and store some miscellaneous furniture items, including a piano, several newer storage cabinets, a large maker table and stools, and no more than 25 book carts.
5. **Technology:** Larger-sized equipment, including multifunction devices, self-check stations, security gates, a laptop dispensing kiosk, a mobile device charging station, and two (2) arcade machines, shall be included in the project scope.
6. **Artwork and Fragile Items:** The Main Library has several pieces of artwork, including a large painting, an antique vase, and a wall-mounted display case that must be specially packed and stored. Contractor shall do the packing of all items designated as fragile.
7. **Packing:** Packing of the Library's circulating and non-circulating collections and materials will be done by City staff, but the Contractor must provide all boxes. The Contractor shall also ensure that boxes containing the collections are kept and stored in the sequence provided by staff to allow for items to be reshelfed in a timely manner.
8. **Mandatory Pre-Bid Walkthrough:** Staff will label all miscellaneous non-collection items, including furniture and technology-related items that need to be moved. These items will be marked and visible during the mandatory pre-bid walkthrough.
9. **Schedule:**

Deliver Packing Materials	Library Closure	Relocation to Storage and Newhope Library	Storage Duration	Relocation to Library
April 2024	May 2024	May 2024	July 2024-Oct. 2025	October 2025

Note: Dates are tentative and are subject to change based on construction timeframes.

EXHIBIT B

BURGESS MOVING & STORAGE



April 30, 2023

Maria Castro
Senior Management Analyst
City of Santa Ana
Library Services Agency
26 Civic Center Plaza
Santa Ana, CA 92701

RE: RFP No. 23058A (Library Moving and Storage Services)

Ms. Castro,

Thank you for the opportunity to submit our bid for RFP No. 23058A (Library Moving and Storage Services). We believe that our submittal includes everything required by the City of Santa Ana. Please let us know if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads 'Nathan Doyel'.

Nathan Doyel, Estimator

A handwritten signature in blue ink that reads 'Tim Burgess'.

Tim Burgess, President

1625 Iowa Ave.
P.O. Box 5547
Riverside, CA 92517-5547
(951) 682-4300
(800) 562-5700
FAX (951) 369-1880

SERVICES PROVIDED

Inland Moving and Storage Co., Inc., doing business as Burgess Moving and Storage, hereafter referred to as "Burgess," was incorporated in 1955 and has provided moving services in Southern California for over 65 years. Burgess has extensive experience providing office moving and library moving services, and we have an 80,000 square-foot tilt-up concrete warehouse in Riverside, California with available space to store the Main and Newhope Library books, furniture, and other items. Burgess also maintains a large stock of packing material and other materials needed to move the Main and Newhope Libraries safely and effectively, and we can provide those materials to the City of Santa Ana on short notice. Burgess has intends to provide these services for the City of Santa Ana as outlined in the Proposed Work Plan below.

AGREEMENT STATEMENT

Burgess has reviewed the provisions contained in EXHIBIT II – Sample Agreement and we concur with them.

FIRM AND TEAM EXPERIENCE

• Firm Overview

Inland Moving and Storage Co., Inc. was incorporated in 1955 in the State of California and has served Riverside and San Bernardino Counties continuously for over 65 years. Since 1987, we have done business as Burgess Moving and Storage. The company has operated under the same ownership and management for 36 years, beginning in 1987.

Burgess Moving and Storage is a C Corporation. Burgess does not hold controlling or financial interest in other organizations and is not owned by any organization. All outstanding shares of the corporation are owned by Tim Burgess. Burgess is not and has not been party to any lawsuit or litigation related to any public project in the last 20 years.

Burgess' officers are as follows:

- Tim Burgess, President Active since 1987
- Ed Coelho, Secretary and Treasurer Active since 1998

Burgess' management team is as follows:

- Tim Burgess – Owner (36 years with Burgess)
- Ed Coelho – General Manager (24 years with Burgess)
- Tom Whitmore – Operation Manager (25 years with Burgess)
- Nathan Doyel – Commercial Estimator (18 years with Burgess)

Burgess is licensed by the California Bureau of Household Goods & Services as a household goods carrier. Our BGHS license number is T-56647.

Burgess is registered with the Department of Industrial Relations. Our DIR number is 1000032129.

Burgess is certified by the California DGS as a Small Business. Our SB Certification number is 9412.

- **Personnel and Resource Allocation to the City of Santa Ana**

Burgess will assign Nathan Doyel as project manager for the Main Library and Newhope Library projects. Tom Whitmore will work with him to assist in the management of the project and allocation of employee and equipment resources. Burgess will allocate up to (12) men and (4) trucks per day, as well as all necessary equipment and supplies, for the execution of moving services for these projects.

All crew and equipment will be dispatched from our warehouse at 1625 Iowa Ave, Riverside, CA 92507. This warehouse is protected with a security alarm and fire sprinklers, and all Library property will be stored at this location.

- **Prior Experience on Similarly-Sized Projects**

- **Downey City Library**

Burgess completed a large project for the Downey City Library in 2019 and 2020. The project was of similar size and scope as the Santa Ana Main Library project, and Nathan Doyel was the project manager for the job. The move was accomplished on very short notice and within an extremely tight time frame to meet the City of Downey's scheduling requirements. The job consisted of moving approximately 100,000 volumes (3800 book boxes) to the City's storage site within the City of Downey, as well as dismantling and disposing of all library shelving and all library furniture at a landfill site. The entire move-out was accomplished within three days, May 1-3, 2019. The move back was accomplished in two days, October 26 & 27, 2020. The City of Downey was extremely happy with our services, and the City's project manager, Kathleen Van Raay, wrote a glowing letter of recommendation (see attached reference letters).

- **Riverside Law Library**

Burgess completed a large project for the Riverside Law Library. While the project included fewer volumes than the Downey City Library and the Santa Ana Main Library, the move was more complicated and challenging. The entire collection (estimated 50,000 books) was transferred to library carts, moved to Burgess' warehouse and stored in multiple phases while the library was remodeled. Burgess handled the unshelving and reshelving of the books for the library. Burgess also disassembled, moved, and stored on-site most of the library furniture and shelving. Nathan Doyel was the project manager for the job, and the job was completed over the course of several months in 2022, with the moving phases lasting 1-2 days each.

In addition to these moves, Burgess has performed numerous other library moves of varying sizes and scopes. Below is a partial listing of libraries Burgess has provided services for.

- **Riverside County Library System**
 - Norco Library
 - Sun City Library
 - Woodcrest Library
 - NuView Library
 - Canyon Lake Library
- **San Bernardino County Library**
 - Big Bear Library
 - Trona Library
- **University of California Riverside Library – multiple moves**
- **Dozens of K-12 libraries**

PROPOSED WORK PLAN

- **Burgess will provide the following services for the Newhope Library project in accordance with Exhibit I – Scope of Services:**
 - Provide (1500) autobottom boxes for the Library staff to use in packing books, office supplies, and other items. Packing material will be delivered several months prior to the move to allow adequate time for Library staff to pack.
 - Provide (5) speed packs and (50) pallets at the time of the move for oversized items and book boxes.
 - Provide moving labor & equipment to move boxes and miscellaneous furniture items listed on the attached inventories from the Newhope Library to Burgess's warehouse for storage.
 - Items to be moved consist primarily of books and furniture.
 - Disassemble (12) library shelving units as necessary for transportation and storage.
 - Disassemble (10) computer tables as necessary for transportation and storage.
 - Palletize books on site and transport them to Burgess's warehouse.
 - The Library's current collection consists of approximately 40,000 items. This quote is based on moving approximately 40,000 items boxed by Library staff.
 - The move-out is anticipated to take (2) days.
 - Provide (12) months of warehouse storage for library property.
 - Book boxes and miscellaneous boxes will be stored on pallets for the duration of the storage term.
 - All other furniture, equipment, and miscellaneous items will be padded and protected and stored in 7x5x7 storage vaults for the duration of the storage term.
 - Storage will be prorated if the storage term is less than (12) months.

- At the conclusion of the storage term, deliver all library property to the Newhope Library. All items will be placed where originally located.
 - Protect floors and walls in newly-remodeled library with carpet mask and/or Masonite. Pallets will be placed on cardboard sheets.
 - Down-stack boxes of books off the pallets and place as directed.
 - Reassemble (10) computer tables and other furniture as necessary.
 - The move-back is anticipated to take (1-2) days.
- **Burgess will provide the following services for the Main Library project in accordance with Exhibit I – Scope of Services:**
- Provide (4200) autobottom boxes, (6) dish cartons, and (2) extra-large cartons for the Library staff to use in packing books, office supplies, and other items. Packing material will be delivered several months prior to the move to allow adequate time for Library staff to pack.
 - Pack (2) TVs, (2) paintings, (12) laptops from kiosk, (1) cash register, and (2) large printers.
 - Crate (1) Grecian urn and (1) large painting.
 - Provide (15) speed packs and (110) pallets at the time of the move for oversized items and book boxes.
 - Provide moving labor & equipment to move items listed on the attached inventories from the Santa Ana Main Library to Burgess's warehouse for storage.
 - Items to be moved consist primarily of books and minimal furniture.
 - Palletize books on site and transport to Burgess's warehouse.
 - Disassemble, prep, and pad-wrap grand piano in preparation of move.
 - The Library's current collection consists of approximately 100,000+ items. This quote is based on moving approximately 100,000+ items boxed by Library staff.
 - The move-out is anticipated to take (3-4) days.
 - Provide (12) months of warehouse storage for library property.
 - Book boxes and miscellaneous boxes will be stored on pallets for the duration of the storage term.
 - All other furniture, equipment, and miscellaneous items will be padded and protected and stored in 7x5x7 storage vaults for the duration of the storage term.
 - Storage will be prorated if the storage term is less than (12) months.
 - At the conclusion of the storage term, deliver all library property to the Main Library. All items will be placed where originally located.
 - Protect floors and walls in newly-remodeled library with carpet mask and/or Masonite. Pallets will be placed on cardboard sheets.
 - Down-stack boxes of books off the pallets and place as directed.
 - Reassemble and place grand piano as directed.
 - Uncrate Grecian urn and large painting and dispose of debris.
 - The move-back is anticipated to take (2-3) days.

COST PROPOSAL


Lump Sum Cost for Newhope Library Moving Services	\$29,501.20
Lump Sum Cost for Newhope Library Storage Services (Annual Fee)	\$21,881.46
Lump Sum Cost for Main Library Moving Services	\$82,752.78
Lump Sum Cost for Main Library Storage Services (Annual Fee)	\$46,287.66
Total Bid	\$180,423.10



Nathan Doyel, Estimator

5/1/2023

Date



Tim Burgess, President

5.1.23

Date

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Newhope Library - Main Room

SURVEY DATE: 3/16/2023

Description	Quantity
Book Boxes	1400
Box, Small Misc (PBO)	100
Cabinet, Dream	1
Cabinet, Small	3
Cart, Book	5
Chair	8
Chair, Office	4
Chair, Overstuffed	4
Chair, Overstuffed with Table	8
Chair, Stacking	50
Circulation Desk, Rolling	3
Footstool / Ottoman	8
Kiosk	2
Library Gate (Set of Two)	2
Library Shelving (section)	12
Octagon Book Stand	1
Rolling Library Shelving	2
Sign	10
Stool, Stacking	9
Table, Computer	21
Table, Large	1
Table, Pub	3
Table, Round	2
Table, Small	1
Trash/Recycleable Container	6
Miscellaneous Items	

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Newhope Library - Media Lab

SURVEY DATE: 3/16/2023

Description	Quantity
Chair, Office	1
Chair, Stacking	8
Table, Medium	3

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Newhope Library - Meeting Room

SURVEY DATE: 3/16/2023

Description	Quantity
Cart	2
Cart, Book	1
Chair, Stacking	30
Podium / Lectern	1
Table, Medium	8
Trash/Recycleable Container	2
TV & Cart	1

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Newhope Library - Staff Break Room

SURVEY DATE: 3/16/2023

Description	Quantity
Cart, Book	1
Chair, Overstuffed	2
Chair, Stacking	4
Table, Round	1
Table, Small	1
Trash/Recycleable Container	2

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Santa Ana Library - First Floor (excluding History Room)

SURVEY DATE: 3/7/2023

Description	Quantity
Book Boxes	1032
Book Boxes (Children)	413
Box, Small Misc (PBO)	100
Cart	1
Cart, Book	30
Carton, HD Large (CP)	5
Cash Register	1
Chair, Office	12
Copier	1
Flat Screen TV (47"-55")	1
Kiosk	2
Kiosk, Self-Checkout	1
Laptop (from Kiosk)	12
Library Gate (Set of Two)	2
Printer, Large	2
Refrigerator, Small	1
Sign	6
Trash Can	1
Trash/Recycleable Container	24
Miscellaneous Items	

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Santa Ana Library - History Room

SURVEY DATE: 3/7/2023

Description	Quantity
Book Boxes	486
Box, Small Misc (PBO)	120
Card Cabinet, Large	1
Card Cabinet, Small	3
Vase (Crate)	1
Miscellaneous Items	

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Santa Ana Library - Second Floor

SURVEY DATE: 3/7/2023

Description	Quantity
Book Boxes (PBO)	306
Box, HD Large (PBO)	6
Box, Small Misc (PBO)	400
Box, X Large (PBO)	2
Cabinet, Large	1
Cart, Book	10
Cart, Media	3
Chair, Office	10
EZ-Up	2
Flat Screen TV (55"+)	1
Laminator	1
Painting (CP)	3
Piano, Grand	1
Shelving/Racks, Medium	4
Sign	1
Table, Large	1
Tote, Plastic	20
Trash/Recycleable Container	12
Varidesk	1
Miscellaneous Items	

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.

BURGESS MOVING AND STORAGE
RELOCATION INVENTORY

DEPARTMENT Santa Ana Library - Basement

SURVEY DATE: 3/7/2023

Description	Quantity
Arcade Game Machine	2
Book Boxes (PBO)	551
Book Boxes (PBO) - Book Mobile	102
Book Boxes (PBO) - Friends of Library	250
Box, Small Misc (PBO)	150
Cart, Book	70
Cart, Media/Tech	5
Electric Drum Set	1
Flat File Cabinet	1
Flat Screen TV (55"+)	1
Freezer	1
Guitar	5
Hand Truck	2
Keyboard	2
Ladder/Steps	2
Laminator	1
Maker Table	1
Microfilm Cabinet	9
Shelving/Racks, Medium	16
Shelving/Racks, Small	1
Stool	6
Trash/Recycleable Container	4
TV & Cart	1
Wall Rack	3
Miscellaneous Items	

* This inventory is intended to be an approximate list of items to be moved; some items may not be listed. The owner/shipper is encouraged to review this list and notify the estimator if any large or otherwise significant items have been omitted.



City of Downey

March 4, 2020

To Whom It May Concern:

I'm pleased to recommend Burgess Moving and Storage of Riverside, California for library moving services. In May of 2019, Burgess moved out the entire Downey City Library to temporary locations in preparation for our library renovations. Even though we contracted Burgess on very short notice, they were able to complete the entire library move in a very tightly scheduled time-frame and on budget.

I would be happy to use Burgess Moving and Storage on potential future projects, and I am happy to recommend them to you.

Sincerely,

Kathleen J. van Raay
City of Downey
Purchasing Department
562-904-7257
purchasing@downeyca.org

Future Unlimited

CIVIC CENTER
11111 BROOKSHIRE AVE
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-869-7331
www.downeyca.org

LIBRARY
11121 BROOKSHIRE AVE
DOWNEY, CALIFORNIA
90241-7016
562-904-7360
www.downeylibrary.org

POLICE DEPARTMENT
10911 BROOKSHIRE AVE
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-861-0771

PARKS & RECREATION
7850 QUILL DR
DOWNEY, CALIFORNIA
90242
562-904-7238

UTILITIES DIVISION
9252 STEWART & GRAY RD.
DOWNEY, CALIFORNIA
90241-7016
562-904-7202

MAINTENANCE SERVICES
12324 BELLFLOWER BLVD
DOWNEY, CALIFORNIA
90242
562-904-7194



To Whom It May Concern:

April 14, 2020

My name is Khylia Chapin and I am the Senior Library Project Manager for the Riverside County Library System. The Riverside County Library System is a network of 36 public libraries that provide service to over 2.4 million people across the County. Each year, we average close to four major library renovation projects that consists of careful removal and returning of library shelving, furniture, collection, equipment, and program materials. Over the past five years that I have been in my position, I have had the pleasure of working with Burgess Moving & Storage on several renovation projects to remove, store, return and/or surplus our library items. Some of the projects are listed below:

2017: Norco Library - Relocation

2018: Nuview Library - Demolition and Rebuild

2018: Sun City Library - Renovation

2019: Woodcrest Library - Renovation

I am favored to work with Burgess Moving & Storage because of their flexibility, exceptional attention to detail, excellent communication and customer service, and careful effort they put into each and every project. I am pleased to recommend Burgess Moving & Storage and look forward to working with them on many future library projects.

Sincerely,

A handwritten signature in blue ink that reads "KChapin".

Khylia Chapin

Senior Library Project Manager

Riverside County Library System

3403 Tenth Street, Suite 400

Riverside, CA 92501

Email: kchapin@rivco.org

Office: 951-955-3295

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Community & Cultural Services
County Library System

Custodial Services
Economic Development
Edward-Dean Museum
Energy
Environmental Planning

Fair & National Date Festival
Film & Television
Housing Authority
Maintenance
Marketing

Office of Foreign Trade
Parking
Project Management
Real Estate
Workforce Development



Follow EDA on Twitter! @GoRivcoEDA

January 10, 2019

To Whom It May Concern:

My name is Michelle Gipson and I am the head of the Collection Maintenance unit at the University of California Riverside. During the summer of 2019 I worked with Ed Coelho and the Burgess moving team to temporarily store and relocate several hundred sections of books. I found the experience to be a very positive one. Both Ed and his employees listened to our requests and worked with us to find locations on the floor for the storage trucks to hold the books for several months and also followed our instructions (regarding spacing and neatness) when returning the books to the new shelves. In the months since we have checked the area and found only 1 place where 2 storage trucks were shelved in the wrong order--the 2nd truck was shelved 1st. This was a very easy fix and not unreasonable given the large number of storage trucks and the fact that the loaded trucks were stored in multiple locations around the floor. They used bookends on each shelf and were reasonably neat when placing the books back on the shelves.

Several years ago when I worked in a different library we had a similar project and hired a different company to move the books. The result was very different. Many shelves were missing bookends, books were shelved right-left, groups of books on multiple shelves were backwards or upside down, and the overall shelving was extremely messy.

Based on my experience with Burgess Moving & Storage I would definitely work with them again in the future and would recommend them to other libraries.

Sincerely,

Michelle Gipson

Head of Collection Maintenance

UCR | Library

P.O. Box 5900

Rivera Library, Room 120

Riverside, CA 92517-5900

Phone 951.827.2667 | 951.827.5897

michelle.gipson@ucr.edu | library.ucr.edu



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Inland Moving and Storage Co., Inc.
DBA Burgess Moving and Storage

(951) 682-4300 - Office
(951) 369-1880 - Fax

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

1625 Iowa Ave, Riverside, CA 92507

BUSINESS ADDRESS

Tim Burgess

President

PRINTED NAME OF AUTHORIZED AGENT

TITLE

5.1.23

tburgess@burgessmoving.com

SIGNATURE OF AUTHORIZED AGENT DATE

E-MAIL ADDRESS

95-1841836

N/A

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: Downey City Library Contact Individual: Kathleen van Raay
Address: 11121 Brookshire Ave Phone Number: (562) 904-7257
Downey, CA 90241 EMAIL: kvanraay@downeyca.org
Contract Amount: \$45,560.00 Year: 2019 & 2020

Description of supplies, equipment, or services provided:

Complete move-out of approximately 100,000 library books to city-owned storage site and furniture/shelving to disposal site. After completion of remodel, move-back of library books to Downey City Library. Nathan Doyel was Burgess' project manager.

REFERENCE

Customer Name: Riverside Law Library Contact Individual: Ryan Kahrs (Tilden-Coil Constructors)
Address: 3989 Lemon St Phone Number: (951) 202-3182
Riverside, CA 92501 EMAIL: rkahrs@tilden-coil.com
Contract Amount: \$72,942.75 Year: 2022

Description of supplies, equipment, or services provided:

Multi-phase move, in which Burgess transferred approximately 50,000 books to library carts and transported them to Burgess' warehouse for storage. Burgess also dismantled and moved onsite most of the library furniture and shelving. Nathan Doyel was Burgess' project manager.

REFERENCE

Customer Name: UCR Library Contact Individual: Michelle Gipson
Address: 900 University Ave Phone Number: (951) 827-2667
Riverside, CA 92521 EMAIL: michelle.gipson@ucr.edu
Contract Amount: _____ Year: 2019

Description of supplies, equipment, or services provided:

Moved and provided storage for several hundred sections of books. Ed Coelho was Burgess' project manager.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: Sun City Library Contact Individual: Khylia Chapin

Address: 26982 Cherry Hills Blvd Phone Number: (951) 955-3295

Menifee, CA 92586 EMAIL: kchapin@rivco.org

Contract Amount: \$38,000.00 Year: 2018

Description of supplies, equipment, or services provided:

Moved all library books and library shelving to storage containers on site. At the completion of the remodel, moved all items back into the library, reassembled shelving, and re-shelved books. Nathan Doyel was the project manager for Burgess, and Burgess has performed a number of similar moves for Riverside County

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT C

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Inland Moving and Storage Co., Inc., DBA Burgess Moving and Storage

Signed and Printed Name: Tim Burgess

A handwritten signature in blue ink that reads "Tim Burgess".

Title President

Date

5.1.23

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

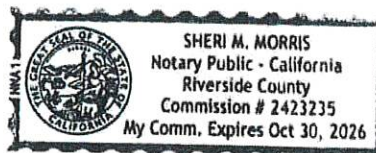
Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Tim Burgess

State of CA, County of Riverside

Subscribed and sworn to (or affirmed) before me on this 1 day of May, 2023, by Tim Burgess, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature



Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT E

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: Tim Burgess

Title: President

Firm: Inland Moving and Storage Co., Inc., DBA Burgess Moving and Storage

Date: 5.1.23

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Tim Burgess

A handwritten signature in blue ink that reads "Tim Burgess".

Title: President

Firm: Inland Moving and Storage Co., Inc., DBA Burgess Moving and Storage

Date:

5.1.23

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

MAYOR
Valerie Amezcua
MAYOR PRO TEM
Jessie Lopez
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
David Penalzoa
Thai Viet Phan
Benjamin Vazquez



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Jennifer L. Hall

CITY OF SANTA ANA

FINANCE AND MANAGEMENT SERVICES

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

June 7, 2023

Subject: Request for Clarifications for RFP No. 23-058A Library Moving and Storage Services

The Evaluation Panel for this RFP has requested clarification regarding your firm's proposal. Please provide your response no later than Friday, June 7, 2023, at 4:00 PM via email to KLopez10@santa-ana.org

Points of Clarification

1. Per Exhibit I of this RFP, Section C –Main Library Project Scope, the following was specified regarding Bookmobile Collection:
 - Addendum No. 1 (Q&A), Question No. 12: Approximately 8,000 books and audiovisual materials must be relocated to the Newhope Library upon closure of the Main Library. Rented Book Carts from the vendor are preferred by the City.
2. Per RFP document, Section VII. Response to RFP, F. Proposal Contents, No. 2 Cost Proposal, the fee schedule pricing information for storage services was to be provided for an annual cost. The City is requesting pricing for additional storage periods as follows:

Description	Annual Fee (Per Proposal Submitted)	Pricing for additional 6-month term	Pricing per month after initial one-year term
Newhope Library Storage Services	\$ 21,881.46	\$ 10,940.76	\$ 1,823.46
Main Library Storage Services	\$ 46,287.66	\$ 23,143.86	\$ 3,857.31

SANTA ANA CITY COUNCIL

Valerie Amezcua
Mayor
vamezcua@santa-ana.org

Jessie Lopez
Mayor Pro Tem, Ward 3
jessielopez@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Benjamin Vazquez
Ward 2
bvazquez@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

David Penalzoa
Ward 6
dpenalzoa@santa-ana.org

The City expects the services listed in Item No. 1 above to have been included in your firm's cost proposal. However, if your firm determines it did *not* include the above services in your proposal, a revised cost proposal may be submitted for evaluation in addition to pricing for additional term options beyond the initial one-year period for storage services. No other revisions to the cost proposal will be considered except if to provide the best or better pricing available to the City.

If you have any questions related to this procurement, please contact me at (714) 647-5329, or via email (provided above).

Thank you,
Karla Lopez
Purchasing Supervisor
Finance and Management Services Agency

We have reviewed this Request for Clarification, and we are agreeing to provide library carts for approximately 8,000 books and audiovisual materials from the Bookmobile Collection for a period of 12 months or less.


Nathan Doyel, Estimator

6/9/2023
Date


Tim Burgess, President

6.9.23
Date

SANTA ANA CITY COUNCIL

Valerie Amezcua
Mayor
vamezcua@santa-ana.org

Jessie Lopez
Mayor Pro Tem, Ward 3
jessielopez@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Benjamin Vazquez
Ward 2
bvazquez@santa-ana.org

Phil Bacera
Ward 4
pbacera@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

David Penaloza
Ward 6
dpenaloza@santa-ana.org

BURGESS MOVING & STORAGE



June 12, 2023

City of Santa Ana
Santa Ana Public Library
26 Civic Center Plaza
Santa Ana, CA 92701
Attn: Karla Lopez

RE: Extended Library Cart Rental for RFP No. 23-058A Library Moving and Storage Services


Burgess's bid submittal includes up to (12) months of library cart rental for approximately 8000 books and audiovisual materials for the bookmobile section. Should library cart rental be required past twelve months, the rental rate will be \$200.00 per month.



Nathan Doyel, Estimator

6/12/2023

Date



Tim Burgess, President

6.12.23

Date

1625 Iowa Ave.
P.O. Box 5547
Riverside, CA 92517-5547
(951) 682-4300
(800) 562-5700
FAX (951) 369-1880

EXHIBIT C

EXHIBIT C**COMPENSATION**

DESCRIPTION	COST (\$)
Newhope Library Moving Services	\$29,501
Newhope Library Storage Services (12 months)	\$21,881
Main Library Moving Services	\$82,753
Main Library Storage Services (18 months)	\$69,432
Library Cart Rental for 8,000 books/audiovisual (12 months)	\$0.00
TOTAL	\$203,567
PRICE/MO AFTER INITIAL TERM	COST \$
Newhope Library Storage Services	\$1,823.46
Main Library Storage Services	\$3,857.31
Library Cart Rental	\$200.00