



**RFP No. 09-19-22-11**

**Quanta Technology LLC**

**Quanta Technology LLC**

**Supplier Response**

### **Event Information**

Number: RFP No. 09-19-22-11  
Title: Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services  
Type: Request for Proposals  
Issue Date: 8/14/2022  
Deadline: 9/19/2022 11:00 AM (ET)  
Notes: The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide Automated Meter Reading (AMR) And Advanced Metering Infrastructure (AMI) Consulting Services to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

### **Contact Information**

Contact: Asha Benjamin Procurement Analyst  
Address: A/P - Finance & Administrative Services  
Government Center  
4800 West Copans Road  
Coconut Creek, FL 33063  
Phone: (1) 954-956-1499  
Fax: (1) 954-973-6754  
Email: [abenjamin@coconutcreek.net](mailto:abenjamin@coconutcreek.net)

## Quanta Technology LLC Information

Address: 4020 WESTCHASE BLVD  
Suite 300  
RALEIGH, NC 27607  
Phone: (919) 334-3000

By submitting your response, you certify that you are authorized to represent and bind your company.

Diana Prkacin

*Signature*

*Submitted at 9/19/2022 09:38:07 AM (ET)*

qt\_rfp@quanta-technology.com

*Email*

## Response Attachments

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### **00\_\_Required Documents.pdf**

Checklist

### **1 Drug-Free Workplace Form\_Signature\_Complete.pdf**

Completed Form

### **2 E-Verify Form\_Signature\_Complete.pdf**

Completed Form

### **3 EXCEPTIONS TO THE RFP.pdf**

Completed Form

### **4 INDEMNIFICATION CLAUSE.pdf**

Completed Form

### **5 NON-COLLUSIVE AFFIDAVIT.pdf**

Completed Form

### **6 PROPOSAL CONFIRMATION.pdf**

Completed Form

### **7 Proposal Information\_Signature.pdf**

Completed Form

### **8 Certificate of Good Standing.pdf**

Completed Form

### **8 PROPOSER'S QUALIFICATION STATEMENT.pdf**

Completed Form

### **8 PWR 2021 Annual Report.pdf**

Completed Form

### **9 Scrutinized Companies Certification\_Signature.pdf**

Completed Form

### **10 Submitted Pricing through the eBid System Line Items Tab.pdf**

Completed Form

### **11 SWORN STATEMENT ON PUBLIC ENTITY CRIMES.pdf**

Completed Form

### Bid Attributes

<b>1</b>	<b>Section I - General Terms and Conditions</b> I acknowledge reading and understanding the General Terms and Conditions. <input checked="" type="checkbox"/> Yes (Yes)
<b>2</b>	<b>Section III - Detailed Requirements - Scope of Services</b> I acknowledge reading and understanding the Detailed Requirements - Scope of Services. <input checked="" type="checkbox"/> Yes (Yes)
<b>3</b>	<b>Section IV - Required Documents</b> I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation. <input checked="" type="checkbox"/> Yes (Yes)
<b>4</b>	<b>Insurance Requirements</b> I acknowledge reading and understanding the Insurance Requirements and shall upload with my response a copy of a current Certificate of Insurance as a requirement of this solicitation. <input checked="" type="checkbox"/> Yes (Yes)
<b>5</b>	<b>Visa Credit Card - Preferred Method of Payment</b> The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card. Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term. <input type="text" value="Yes"/>
<b>6</b>	<b>Purchase by other Governmental Agencies</b> Please indicate if you will permit other governmental entities to purchase from your agreement with the City of Coconut Creek. <input type="text" value="Yes"/>
<b>7</b>	<b>Section II - Special Terms and Conditions</b> I acknowledge reading and understanding the Special Terms and Conditions. <input checked="" type="checkbox"/> Yes (Yes)

### Bid Lines

<b>1</b>	<b>Package Header</b>
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## Milestone Payment Schedule

Quantity:   1   UOM:  EA  Total:

### Package Items

#### 1.1 Completion of Field Studies and presentation for options on upgrades/replacements - 10%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.2 Completion of Long-Term Smart Grid Strategy - 10%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.3 Completion of research on current product and service offerings and present to Coconut Creek - 10%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.4 Completion of recommended Scope of Work - 10%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.5 Successful Testing Environment which includes Pilot Area Deployment (Phase 1), User Interface Integration and Technical Report of the Implementation Plan - 15%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.6 Completion of Technical Review for Meter Data Management (MDM) Solution including troubleshooting for implementation and further testing (if applicable) - 15%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.7 Completion of Full Deployment, Testing, with user System Acceptance - 30%

Quantity:   1   UOM:  EA  Unit Price:  Total:

#### 1.8

Identify any costs not covered above and provide a detailed explanation of the cost.

Quantity:   1   UOM:  EA  Unit Price:  Total:

**Response Total: \$201,888.00**

**SECTION IV - REQUIRED DOCUMENTS****Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

<b>Required Documents</b>	<b>Yes</b>	<b>No</b>
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acknowledgement of Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company's <a href="http://www.Sunbiz.org">www.Sunbiz.org</a> Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment Methods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Proposed Work Plan and Methodology (2) Qualifications and Experience (3) Resources and Availability (4) References/Past Projects (5) Price	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	N/A <input type="checkbox"/>	<input type="checkbox"/>

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that Quanta Technology, LLC does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
  
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



\_\_\_\_\_  
Proposer's Signature

Quanta Technology, LLC  
Company Name

September 12, 2022  
Date

**E-VERIFY FORM**

Project Name:	Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services
Project No.:	RFP No. 09-19-22-11

ACKNOWLEDGEMENT

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name:	Quanta Technology, LLC
Authorized Signature:	
Print Name:	David Elizondo
Title	Vice President
Date:	September 12, 2022
Phone:	919-334-3089
Email:	delizondo@quanta-technology.com
Website:	Quanta-Technology.com

### EXCEPTIONS TO THE RFP

**NOTE:** Proposals that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

Please see the attached redlined terms and conditions.

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**QUANTA TECHNOLOGY, LLC  
RESPONSE TO RFP NO. 09-19-22-11**

**EXCEPTIONS TO THE RFP**

**NOTE:** Proposals that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

<b>Section 1. Legal Terms and Conditions</b>		
<b>Exception #</b>	<b>Subsection #</b>	<b>Exception and requested solution</b>
1.	Defined Terms	“Contract” – definition does not distinguish whether it applies to the bid, or to a resulting contract for work. It seems to be used interchangeably. See notes below.
2.	19.	Modify paragraph to read:  Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City <u>unless the delay in delivery is the result of a Force Majeure event or otherwise excused in writing in advance.</u>
3.	26.	If Exceptions are not agreed to, Bidder does not agree to automatically accept the original terms. Bidder is willing to negotiate.
4.	32.	Modify language to read:  The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all <u>third party</u> claims, damages, losses and expenses including attorney's fees <u>to the extent</u> arising out of or resulting from the <u>negligent</u> performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) <u>to the extent it</u> is caused in

		<p>whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, <del>regardless of whether or not it is caused in part by a party indemnified hereunder.</del></p> <p><u>Anything to the contrary notwithstanding, Contractor shall have no obligation nor liability whatsoever to indemnify, defend, nor hold harmless any party, to the extent of the fault or negligence of such party.</u></p>
5.	34(a)	<p>Modify paragraph to read:</p> <p>a) Keep and maintain all records that <del>ordinarily and necessarily would be</del> <u>are</u> required by the City in order to perform the services.</p>
6.	37	<p>Modify paragraph to read:</p> <p>The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of <del>five three</del> <u>(5e)</u> years after completion and acceptance by the City <del>or other period as required by law.</del> If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times <u>at their headquarters,</u> during normal business hours, <del>and with five (5) days' notice</del> during the term of the contract.</p>
7.	47.1	<p>This is where the definition of the word "Contract" is important. It references "defaults in or violates any of the terms, obligations, restrictions or conditions of this contract." As there is no contract at the present time, does this reference the Contract that will come about as a result of a Bidder winning the Bid? Clarification is required.</p> <p>If this applies to the Contract that will come about as a result of Bidder winning the Bid, then we request modification of the terms as shown here:</p> <p>First, that the language in the noted section be changed from "this contract" to "the resulting contract."</p> <p>Then, these changes:</p> <p>Termination for Cause: Immediate</p>

	<p>In the event the Contractor defaults in or violates any of the <u>material</u> terms, obligations, restrictions or conditions of <del>this</del> <u>the resulting</u> contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Contractor shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprourement and cover.</p> <p>Termination for Cause: Time to Correct.  In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of <del>this</del> <u>the resulting</u> contract, the City may, upon written notice to the Contractor, set forth the reason(s) for said termination and state a reasonable time- frame, not to exceed <u>five-ten (510)</u> calendar days, for the Contractor to correct the conditions to the satisfaction of the City. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Contractor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages arising from the default and breach of the contract.</p> <p>Termination for Convenience of City. Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. <u>The Contractor shall be entitled to payment for all services rendered through the date of termination, as well as reimbursement of all costs incurred in reasonable expectation of the work going to</u></p>
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		<u>completion that cannot otherwise be reasonably mitigated.</u>
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<b>Section 2. Special Terms and Conditions</b>		
<b>Exception #</b>	<b>Subsection #</b>	<b>Exception and requested solution</b>
1.	8.	This section refers to “this agreement.” “Agreement” is not a defined term. Again, does this apply to the bid process or to the contract that will result from a successful bid? We request that “this Agreement” be replaced with “the resulting Contract”?
2.	19.2	Replace “limits not less than” with “limits of.” Quanta Technology must have set limits of insurance.
3.	19.3	Replace “limits not less than” with “limits of.” Quanta Technology must have set limits of insurance.
4.	19.4a	Add the following language:  Additional Insured coverage shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19(completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the Contractor’s negligence in its operations in and during the performance of the Work, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of Contractor’s expressly assumed, covered indemnity obligations hereunder.
5.	19.4b	Replace “That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy”  With  “To the extent of the indemnity obligations expressly assumed by each party hereunder, each party agrees that all insurance policies required under this Agreement of such indemnifying party shall be primary to the other party's insurance and the other party’s insurance shall likewise be non-contributing
6.	19.4 last sentence	Modify to read:  Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies <u>with the limitations set forth above.</u> ”

7.	22.4	<p>Modify to read:</p> <p>The City of Coconut Creek, without invalidating the Contract may <del>make request</del> changes to increase or decrease services and/or locations as required. <u>If agreed by Contractor, s</u>Such work shall be executed under the conditions of the original Contract.</p>
<u>8.</u>	<u>Add new section</u>	<p><b><u>Waiver of Certain Damages:</u></b> <u>Notwithstanding any other provisions of this Agreement to the contrary, neither City nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, exemplary, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to City's liability, if any, for payment for termination without cause or suspension of Contractor without Consultant's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under the pending Contract, or (iii) a third-party beneficiary to this Agreement.</u></p>
<u>9.</u>	<u>Add new section</u>	<p><b><u>Overall Liability Cap:</u></b> <u>Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Contractor's maximum aggregate liability hereunder or with respect to any Statement of Work or Purchase Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Contractor hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Contractor hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.</u></p>

**INDEMNIFICATION CLAUSE**

1.		Modify these clauses as follow:
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		<p>The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all <u>third party</u> claims, damages, losses and expenses including attorney's fees <u>to the extent</u> arising out of or resulting from the <u>negligent</u> performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) <u>to the extent it</u> is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, <del>regardless of whether or not it is caused in part by a party indemnified hereunder.</del></p> <p><u>Anything to the contrary notwithstanding, Contractor shall have no obligation nor liability whatsoever to indemnify, defend, nor hold harmless any party, to the extent of the fault or negligence of such party.</u></p>
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INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

QUANTA TECHNOLOGY  
Contractor's Name

*[Handwritten Signature]*  
Signature

09/14/2022  
Date

State of: NORTH CAROLINA

County of: WAKE

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER 2022, by DAVID C. ELIZONDO, who is (who are) personally known to me or who has produced NC DRIVER LICENSE as identification and who did (did not) take an oath

*[Handwritten Signature]*  
Notary Public Signature

STEPHANIE TRAMMELL  
Notary Name, Printed, Typed or Stamped

Commission Number: 2052570077

My Commission Expires: 3/29/2024



## NON-COLLUSIVE AFFIDAVIT

State of NORTH CAROLINA )County of WAKE )

)ss.

DAVID C. ELIZONDO

being first duly sworn, deposes and says that:

- (1) He/she is the Representative, VP Business Development  
(Owner, Partner, Officer, Representative or Agent)  
of QUANTA Technology the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



Signed, sealed and delivered  
in the presence of:

William Cody Mooneyhan, Jr

\_\_\_\_\_

By: [Signature]

William Cody Mooneyhan, Jr  
(Printed Name)

Proposal and RFP Quality Manager  
(Title)

ACKNOWLEDGEMENT

State of NORTH CAROLINA

County of WAKE

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER 2022.

by WILLIAM CODY MOONEYHAN, JR. who is personally known to me or who has produced  
NC DRIVER LICENSE as identification and who did (did not) take an oath.

WITNESS my hand and official seal



[Signature]  
NOTARY PUBLIC

STEPHANIE TRAMMELL  
(Name of Notary Public: Print, Stamp, or  
Type as Commissioned.)  
EXPIRES: 3/29/2026

PROPOSAL CONFIRMATION

In accordance with the requirements to provide Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services pursuant to RFP 09-19-22-11, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services, RFP No. 09-19-22-11 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

David C. Elizondo (Proposer's Name), [Signature] (Signature), 09/14/2022 (Date)

State of: NORTH CAROLINA
County of: WAKE

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2022, by DAVID C. ELIZONDO, who is (who are) personally known to me or who has produced NC DRIVER LICENSE as identification and who did (did not) take an oath.

Stephanie Trammell (Notary Public Signature)

STEPHANIE TRAMMELL (Notary Name, Printed, Typed or Stamped)

Commission Number: 201525700178

My Commission Expires: 3-29-2026



**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: Quanta Technology, LLC  
 Social Security/Federal Tax I.D. No.: 74-2851603  
 Proposer's Name (Print): David Elizondo Title: Vice President  
 Address: 4020 Westchase Blvd  
Suite 300  
 City/State/Zip: Raleigh, NC, 27607  
 Phone: 919-334-3089 Fax: 919-334-3001  
 Email: delizondo@quanta-technology.com

**ACKNOWLEDGEMENT OF ADDENDA**

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**Instructions:** Complete Part I or Part II, Whichever Applies

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**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).


Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

**Part II:**

No Addendum was received in connection with this RFP.

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It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

  
 \_\_\_\_\_  
 Proposer's Authorized Signature

September 12, 2022  
 \_\_\_\_\_  
 Date

David Elizondo  
 \_\_\_\_\_  
 Proposer's Printed Name

# *State of Florida*

## *Department of State*

I certify from the records of this office that QUANTA TECHNOLOGY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 18, 2008.

The document number of this limited liability company is M08000005458.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 21, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirtieth day of March, 2022*



*Ronald R. Lee*  
*Secretary of State*

Tracking Number: 5629623694CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Submitted By: Quanta Technology, LLC  
Name: Quanta Technology, LLC  
Address: 4020 Westchase Boulevard, #300  
City, State, Zip: Raleigh, NC 27607  
Telephone No.: 919-334-3000  
Fax No.: 919-334-3001

Check One

- Corporation  
 Partnership  
 Individual  
 Other

- 1 State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Quanta Technology, LLC

The address of the principal place of business is: 4020 Westchase Blvd., #300, Raleigh, NC 27607

- 2 If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 2006  
b. State of Incorporation: Delaware  
c. President's Name: Damir Novosel  
d. Vice President's Name: David Elizondo  
e. Secretary's Name: N/A  
f. Treasurer's Name: N/A  
g. Name and Address of Resident Agent: N/A

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: N/A  
b. Name, Address and Ownership Units of all Partners: N/A  
c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? <sup>Since</sup> 2006

- a. Under what other former name has your organization operated?

N/A

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

See attached certificate of good standing. Additional documentation can be provided by request.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

N/A

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9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

N/A

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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See proposal

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11. State the name of the individual(s) and titles who will personally supervise the work:

See proposal

12. State the name and address of the attorney, if any, for the business of the Proposer:

N/A

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

Quanta Services | 100 percent

2800 Post Oak Blvd., Suite 2600

Houston, Texas 77056

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

Insurance Company

Lockton Companies

3657 Briarpark Drive, #700

Houston, TX 77042

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
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Confidential

17. Have you personally inspected the site of the proposed work?

Yes  No

18. Do you have a complete set of documents, including drawings and addenda, if applicable? Not Applicable

19. Did you attend the pre-proposal conference if any such conference was held?

Yes  No  No Conference Held

20. Bank References:

Bank	Address/City/State/Zip	Telephone
Bank of America	100 North Tryon Street Charlotte, NC 28255	(800) 432-1000

21. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

22. State the name of the firm preparing the financial statement and date thereof:

See annual report. Full financial information, including SEC filings, can be found at <https://investors.quantaservices.com/>

23. Is this financial statement for the identical organization named on page one? Yes  No

24. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

Quanta Technology is a wholly owned subsidiary of quanta Services. Quanta Services is Quanta Technology's parent company.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.



Proposer's Signature [Signature]

Date 09/14/2022

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of NORTH CAROLINA

County of WAKE

On this the 14 day of SEPTEMBER, 2022, before me, the undersigned Notary Public of the State of North Carolina, personally appeared

DAVID C. ELIZONDO And  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Stephanie Trammell  
NOTARY PUBLIC, STATE OF NORTH CAROLINA

STEPHANIE TRAMMELL  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

NC DRIVER LICENSE  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

COMMISSION EXPIRES: 3/29/2026

**SCRUTINIZED COMPANIES  
CERTIFICATION PURSUANT TO  
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, David Elizondo, on behalf of Quanta Technology,  
Print Name Company Name

certifies that Quanta Technology does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

Vice President

Title

919-334-3089

Phone

September 12, 2022

Date

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 09-19-22-11 for Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) Consulting Services.
2. This sworn statement is submitted by Quanta Technology (name of entity submitting sworn statement) whose business address is 4020 Westchase Blvd, Raleigh NC 27607 and (if applicable) its Federal Employer Identification Number (FEIN) is 74-2851603. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is DAVID C. Elizondo and my  
(Please print name of individual signing)  
relationship to the entity named above is VP, Business Development
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.  
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

DAVID C. ELIZONDO  
Proposer's Name

[Signature]  
Signature

Date: 09 / 14 / 2022

State of: NORTH CAROLINA

County of: WAKE

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2022, by DAVID C. ELIZONDO, who is (who are) personally known to me or who has produced NC DRIVER LICENSE as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

STEPHANIE TRAMMELL  
Notary Name, Printed, Typed or Stamped

Commission Number: 20152570078

My Commission Expires: 3/29/2026



**CITY OF COCONUT CREEK  
AUTOMATED METER READING (AMR) AND ADVANCED METERING INFRASTRUCTURE (AMI)  
CONSULTING SERVICES  
RFP NO. 09-19-22-11**

**SCHEDULE OF PROPOSAL PRICES**

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY  
THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**

**[WWW.COCONUTCREEK.NET/PURCHASING](http://WWW.COCONUTCREEK.NET/PURCHASING)**

**PROPOSED PRICING**

Proposer understands that the Extended Amount for each and every item is the Cost per each Milestone based on the percentage reflected. All costs that apply should be reflected on this price schedule.

<b>Milestone Payment Schedule</b>		<b>Cost Per Milestone</b>	
Phase 1: Completion of Project Kickoff	10%	\$	20,188.80
Phase 1: Completion of Field Studies and presentation for options on upgrades/replacements	15%	\$	30,283.20
Phase 1: Completion of Long-Term Smart Grid Strategy & Business Process Reviews	10%	\$	20,188.80
Phase 1: Completion of remaining items; RFP Specification, Vendor Pre-qualification & Research on Current product and service offerings/present to Coconut Creek	15%	\$	30,283.20
Phase 2: Completion of Vendor Selection & Recommendation	15%	\$	30,283.20
Phase 2: Completion of remaining activities (incl. Contract negotiation)	15%	\$	30,283.20
Phase 3: Completion of System Integration & FSAT and Limited Deployment Evaluation (Ready for Mass Deployment)	10%	\$	20,188.80
Phase 3: Completion of Full Deployment and Final System Acceptance Test	10%	\$	20,188.80
<b>Grand Total</b>	100%	\$	201,888



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
QUANTA TECHNOLOGY, LLC

### Filing Information

**Document Number** M08000005458  
**FEI/EIN Number** 56-2677058  
**Date Filed** 12/18/2008  
**State** DE  
**Status** ACTIVE

### Principal Address

4020 Westchase Blvd  
 Ste 300  
 Raleigh, NC 27607

Changed: 04/21/2021

### Mailing Address

2800 Post Oak Blvd  
 Ste 2600  
 Houston, TX 77056

Changed: 04/21/2021

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
 1201 HAYS STREET  
 TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### **Name & Address**

Title MEMBER

Quanta Infrastructure Holdings, LLC  
 2800 Post Oak Blvd  
 Ste 2600  
 Houston, TX 77056

Title Asst. Secretary

Santos, Claudia G.

2800 Post Oak Blvd  
Ste 2600  
Houston, TX 77056

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	05/19/2020
2021	04/21/2021
2022	04/20/2022

### **Document Images**

<a href="#"><u>04/20/2022 -- ANNUAL REPORT</u></a>	View image in PDF format
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<a href="#"><u>12/18/2008 -- Foreign Limited</u></a>	View image in PDF format