

**AGREEMENT FOR
BOARD UP SERVICES**

THIS AGREEMENT, made this 4th day of March 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Kedeco Enterprises, Inc., a Florida corporation ("Contractor" or "Company"), whose address and phone number are 4465 Coral Hills Drive Coral springs, Florida 33065, Phone: 954-478-9380, Fax: 954-739-1049.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Invitation to Bid No. 832-11280, Board Up Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated December 10th, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated March 4th, 2014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

Pools should be secured with a locked fence or secured with a covering structure. The covering structure must be built with 2"x6" lumber. All joists must be assembled 16" on center or less. All four sides of "box" or frame must be 6" or more past the edge of pool. Install 6 mill visqueen or polyurethane sheeting across box. Then install 6"x6" #10 wire mesh and fasten to each joist and box with staples. 6 mill visqueen or polyurethane sheeting must be attached under mesh. Cross bars can be added ever 16" on center for added strength and support.

III. TERM OF AGREEMENT

The initial contract period shall commence on February 6, 2014 and shall end on February 5, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or

defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records,

and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall

not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph

or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

KEDECO ENTERPRISES, INC.

By: _____
Print Name: _____
Title: _____

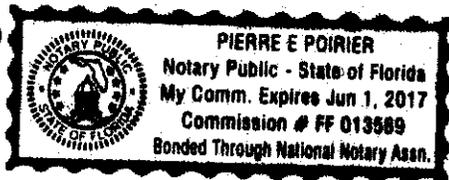
By: [Signature]
Print Name: ALAIN KEAN
Title: PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 27th day of FEBRUARY, 2014, by Alain Kean, as President for Kedeco Enterprises, Inc.

(SEAL)



[Signature]
Notary Public, State of FLORIDA
(Signature of Notary Public)
Pierre E. Poirier
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Bonded Through National Notary Assn.
Commission # 44 012280
My Comm. Expires Jan 1, 2013
Notary Public - State of Florida
PIERRE F. POIRIER



EXHIBIT B

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

832-11280

**ORIGINAL
BID**

Board Up Services



CITY OF FORT LAUDERDALE

Elizabeth Cohen

954-828-5142

Bid 832-11280 Board Up Services

Bid Number 832-11280
Bid Title Board Up Services

Bid Start Date Nov 25, 2013 4:34:33 PM EST
Bid End Date Dec 10, 2013 2:00:00 PM EST
Question & Answer End Date Dec 3, 2013 2:00:00 PM EST

Bid Contact Elizabeth Cohen
 Procurement Specialist I
 954-828-5142
 ecohen@fortlauderdale.gov

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 120 days

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Board Up Services, for the Department of Sustainable Development, in accordance with the terms, conditions and specifications contained in the Invitation To Bid (ITB).

Item Response Form

Item 832-11280--01-01 - Single Hung Window
Quantity 250 each
Unit Price 52.00
Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 250

Description
 Estimated Quantity for Single Hung Window.

Item 832-11280--01-02 - Single Awning Type Window
Quantity 200 each
Unit Price 53.00
Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 200

Description
 Estimated Quantity Single Awning Type Window

Item 832-11280--01-03 - Standard Door Opening
Quantity 100 each
Unit Price 55.00
Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 100

Description

Standard Door Opening

Item **832-11280--01-04 - Window A/C cutout**

Quantity **50 each**

Unit Price **32.00**

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 50

Description

Estimated Quantity Window A/C cutout

Item **832-11280--01-05 - Double Picture Window**

Quantity **25 each**

Unit Price **58.00**

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 25

Description

Estimated Quantity Double Picture Window

Item **832-11280--01-06 - Sliding Glass Door**

Quantity **25 each**

Unit Price **70.00**

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 25

Description

Estimated Quantity Sliding Glass Door

Item **832-11280--01-07 - Frame out prior to installation**

Quantity **1000 linear foot**

Unit Price **135.00**

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1000

Description

Furnish all labor, materials, equipment and supervision, to frame out a window, door or air conditioning opening prior to installation of board-up services per the items listed in section 2.08. A., 1-6.

Item **832-11280--01-08 - Emergency same day service**

Quantity **1 percentage**

Percentage **22%**

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Percentage to be added to above quoted rates, for items 1-7, for Emergency/SAME DAY SERVICE if applicable. For award purposes, on item #'s 8 & 9, the percent will not be calculated into the total being recommended for award.

Item **832-11280--01-09 - Percent, next day service**
 Quantity **1 percentage**
 Percentage 22%
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 1

Description

Percentage to be added to above quoted rates, for items 1-7, based on the requirement for NEXT DAY SERVICE, if applicable. For award purposes, on item #'s 8 & 9, the percent will not be calculated into the total being recommended for award.

Item **832-11280--01-10 - Call Back Services**
 Quantity **100 hour**
 Unit Price 20.00 HR
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 100

Description

Indicate a firm, fixed cost to the City to "re-board up" property after completion and acceptance by City of Services. Cost shall be based on a labor rate only, per section 2.11.

Item **832-11280--01-11 - Swimming Pools**
 Quantity **1 each**
 Unit Price 550.00
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 1

Description

Pools should be secured with a locked fence or secured with a covering structure, as described in the ITB, Scope of Work, section 2.02 K

ITB # 832-11280
TITLE: Board Up Services

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Board Up Services for the City's Department of Sustainability Development, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist 1, Elizabeth Cohen at (954) 828-5142 or email at ecohen@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

And/Or

To be eligible for award of a contract in response to this solicitation, the Contractor must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, or other license that meets or exceeds those specified herein.

06. REQUIRED LICENSES

A. Bidder must hold one of the following licenses:

1. Florida State General Contractor's license, or
2. Florida State Certified Builder Contractor's License, or
3. Broward County Registered Class-A license, or
4. Broward County Registered Class-B license

Note: A Broward County license for "board-up services" is not an acceptable substitute for the Florida State General Contractor's license requirement. This is a requirement of the City's Ordinance.

B. An Occupational License issued by the City where the Bidder's business resides and a Broward County license.

07. DELIVERY

Service is required within 2 business days after receipt of notification to proceed. Failure to meet this delivery date may be deemed as non-responsive, per Section 2.07.

Contractor must quote a firm, fixed annual price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale, plus the cost of the permits, per Section 2.06.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

08. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

09. AWARD

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

10. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

11. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 07/13 (GC) are included and made a part of this ITB.

12. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

13. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

14. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

15. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

16. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or 2/06/2014, whichever is later, and shall expire 1 year from that date. The City reserves the right to extend the contract for 3, additional 1 year terms, providing all terms conditions and specifications remain the same; both parties agree to the extension, and such extension is approved by the City.

17. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term of (1) year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

18. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

19. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

20. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

21. **INVOICES/PAYMENT**

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

22. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

23. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

24. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

25. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of ANY current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

26. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

27. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

28. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

29. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

30. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

31. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the

City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

32. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

33. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

34. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

35. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01. General Information

The City of Fort Lauderdale Code of Ordinances (Section 18-8) requires that a boarding certificate be obtained for securing all buildings and the City shall issue such certificate. As a result of this requirement, potential bidders will be required to meet the eligibility requirements as stated in paragraph 1.04 above.

The contract services will consist of the securing and board-up of approximately sixty (60) private houses or other structures per year. Such structures will be located within the corporate limits of the City of Fort Lauderdale, Florida. Services will be required when the City has determined that a property is open and non-secure creating an unsafe condition and potentially allowing illegal entry.

2.02. Scope of Work

All requirements and regulations regarding proper securing and board-up specifications are contained in the City Code of Ordinances, Section 18-8, as amended. Upon approval by City Commission, the technical specifications that follow are a general listing of specifications relating to the materials and procedures for the securing and boarding up of structures as allowed in the City Code of Ordinances, Section 18-10(4). Completion of stated procedures shall be the responsibility of the Contractor.

- A. All windows, doors, window air conditioner and all other external wall openings shall be covered and secured.
- B. All external wall openings shall be covered and secured with shatter resistant polycarbonate of a minimum thickness of ¼" nominal as approved by the City.
- C. All specified wall openings shall be secured using 3/8" diameter carriage bolts of a sufficient length to secure the outer polycarbonate panel (and exterior cross bar, if applicable) with the interior cross bar, and provide additional length for the insertion of two (2) flat washers and a locking nut.
- D. Windows and similar openings shall be boarded with approved shatter resistant polycarbonate. The polycarbonate shall be secured in place by cross bars, secured to the plywood by 3/8" plated carriage bolts with large washers at each end and with the cross bar turned so that the carriage bolt goes through the larger dimension. Bolts used to secure the cross bar shall be threaded to the correct length. A minimum of two cross bars shall be used on each window and, depending on the size of the opening, additional cross bars may be required. Each cross bar shall be a continuous piece, and each must extend at least one foot past the window opening in each direction. Bolts and nuts used to secure the cross members to the polycarbonate must be tightened enough to slightly deflect the material. Bolt heads must fit tightly against the cross bar and not give a purchase for pliers or pry bars.

- E. Exterior doors shall be boarded with approved shatter resistant polycarbonate, fitted to the entry doorjamb with maximum 1/8" clearance for each edge. The existing door should be removed and stored inside the building. The polycarbonate shall be attached to 3 horizontal crossbars each with two 3/8" carriage bolts and matching hardware. The polycarbonate shall be attached to the door entry with three case hardened strap hinges of the types specified by the City, and the polycarbonate shall be secured by a case hardened steel hasp and minimum two-inch case hardened padlock also of the type specified by the City.
- F. The hole in the exterior flat washer must be sufficient diameter to permit the square under the section of the carriage bolt to pass into this hole. All exterior fasteners/hardware (bolts and flats washers) shall be plated using cadmium, galvanized or zinc protective coating.
- G. Holes drilled through the exterior polycarbonate panel shall be of such a diameter to provide for insertion of the 3/8" diameter bolt, and permit the square underside of the carriage bolt to also enter the drilled hole.
- H. All wall openings shall be secured with polycarbonate panels, cut to fit the inside of the wall opening while allowing a clearance, not to exceed 1/4" around the perimeter of the window casing.
- I. Contractor shall take precautions to insure no damage is incurred to the existing windows and air conditioning units during the course of the board-up and securing operations.
- J. All exterior surfaces of the bracing bars (where applicable) shall be painted to match, as closely as possible, the exterior color of the surrounding walls.

2.03. Specifications Relating to Awning Type Windows

- A. Awning windows shall be opened slightly so as to allow for proper boarding and passage of carriage bolts.
- B. Awning windows shall be secured with four (4) bracing bars on the interior of the building. Such braces shall be affixed in a diagonal position across each corner of the window opening. Braces shall be fastened in place by using sheet metal or masonry screws and anchors at each end of the brace. Braces shall be of a sufficient length to overlap the interior wall by a minimum of four inches (4").
- C. The polycarbonate outer panel and 2x4 inner braces shall be jointed by using one (1) 3/8" carriage bolt and two (2) flat washers at each corner of the window opening.

2.04. Specifications Relating to Single Hung Windows:

- A. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances (Section 18-10), amended.
- B. These windows shall be secured with two (2) external 2x3 studs secured to the exterior of the building. Such studs shall be placed in a vertical position, located as to provide maximum support. Exterior stud lengths shall be no less than six inches (6") shorter than the height of the polycarbonate panel.

- C. The polycarbonate panel must be cut in accordance with the ITB specifications previously detailed, and placed in position.
- D. Interior bracing consisting of two (2) bracing bars studs should be placed horizontally, as to provide maximum support. Such interior braces shall be of a length approximately twelve inches (12") longer than the width of the plywood panel.
- E. Exterior braces, polycarbonate panel, and interior braces shall be fastened by drilling holes and inserting flat washers, carriage bolts and locking nuts. Such holes should be positioned to insure that the bolt passes through the exterior brace, polycarbonate panel and interior bracing.
- F. Bolts and bracing bar shall be positioned at the outermost width of the window.

2.05. Specifications Relating to Air Conditioner Openings:

Small air conditioner units shall be removed and the wall opening secured in the same manner as window openings. If the housing of the unit is too large for removal, wall air conditioner openings shall be secured from the inside after removal of the air conditioning unit. Any air conditioner work should be done by a certified A/C technician in order to comply with EPA requirements.

2.06. Permits

Permits are required for all jobs. The permit form may be faxed or walked-in and are issued on the same day. In an emergency situation (public health & safety at risk), the permit can be requested after-the-fact. There are fees associated with all board-up requests. The Permit Application is available for downloading from the City's web page at www.fortlauderdale.gov. Go to Building Services and then to Permit Application. The board up permit fee shall be charged pursuant to Section 9-48 and the boarding certificate fee shall be sixty-five (\$65.00) pursuant to Section 18-8. **The cost of permits will be borne by the Contractor and should be factored into the bid prices offered.**

2.07. Work Scheduling

- A. The City will issue work orders for various jobs to be performed. A department official from the requesting department will provide notification by phone or fax or email to the Contractor detailing the date, time, address, and legal description of the property or properties where a structure is to be secured and the number and type of openings to be boarded. This information will provide the necessary authorization for the Contractor to commence work. The City will not make a site visit with the Contractor prior to the completion of the required work. The Contractor shall visit the site and secure the facility in accordance with the ITB specifications.
- B. Under normal circumstances, the Contractor shall commence each authorized project within two (2) working days of notification to proceed.
- C. Under emergency situations, the Contractor shall complete the work on the "same day" or "next day" after notification to commence work. These requests shall occur only under

extreme circumstances and the applicable City department shall determine the requirements for completion of the emergency service.

- D. All regularly scheduled work shall be completed within the number of working days agreed upon between the City and the Contractor in accordance with the ITB requirements. The City may issue an extension due to unfavorable weather or other substantiated causes that may be beyond the control of the Contractor. The City will be the sole determiner of whether an extension is warranted.
- E. Multiple requests to perform these services shall be prioritized by the City of Fort Lauderdale and must be completed within the time requirements established above.

2.08. Estimated Quantities of Work

The City estimates that approximately 60 buildings per year will require some type of board-up services.

<u>Item</u>	<u>Quantity</u>
A. Furnish all labor, materials, equipment and supervision to secure and board-up the following estimated quantity of items in accordance with the bid specifications:	
1. Single hung window	250 Each
2. Single awning type window	200 Each
3. Standard door opening	100 Each
4. Window or A/C cutout	50 Each
5. Double picture window	25 Each
6. Sliding glass door, standard opening	25 Each
B. Furnish all labor, materials, equipment and supervision to frame out a window, door or air conditioner opening prior to installation of board-up services above.	1000 Lineal Feet
C. Number of requests for Emergency/Same Day Service, if applicable.	20 Each
D. Number of requests for Next Day Service, if applicable.	20 Each
E. Call back service (Section 2-12)	100 Hours
F. Swimming Pools	500SF minimum size/approx.

2.09. Approval by the City

Upon completion of the work, the Contractor shall prepare an invoice to reflect the number of windows, doors, etc., indicating any special sizes or other apertures, and cost the project in accordance with the contract provisions. The Contractor shall provide pictures of all windows, doors, etc. that have been boarded up to verify completion and compliance with the Contract

specifications. The City may request that a site visit with the contractor and a City representative be made to verify completion and compliance with the Contract specifications. The designated City representative will approve no payments without satisfactory photographic evidence and/or a physical site visit and a sign-off acceptance.

2.10. Change Order Process

Upon inspection of a designated site, if the Contractor notes work that may be required, which may be beyond the Estimated Quantities of Work, noted in the Contract specifications, the Contractor shall advise the requesting department representative of such findings. A Change Order will be written to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Time, issued on or after the effective date of the agreement. An additional cost, if applicable, will be agreed upon between the Contractor and the City representative prior to commencement of the work, in accordance with the Contract provisions.

2.11. Damage to Public and/or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

2.12. Contractor Call Backs

If it is determined that a call back shall be required due to the entry into property already secured, the Contractor shall provide such services. If it is determined that the materials used in the initial board-up operation remain on site and are in usable condition, the Contractor shall re-board up the property and invoice the City for labor only. Said labor rate shall be in accordance with the Contract pricing section of the ITB for the contract term.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITBS) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. 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.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (Authorized signature) [12/10/13] (date)

Name (printed) [Alain Klean] Title: [President]

Company: (Legal Registration) [Kedeco Enterprises, INC]

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: [4465 Coral Hills Dr, Coral Springs, FL 33065]

City: [Coral Springs,] State: [FL] Zip: [33065]

Telephone No. [754] 478-9380 FAX No. [954] 739-1049 Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): [not contract]

Payment Terms (section 1.04): [30] Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE [] WBE []

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Table with 2 columns: Addendum No., Date Issued. Row 1: none, []

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES [X] NO []

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

KEDECO ENTERPRISES, INC.

Filing Information

Document Number	P96000061005
FEI/EIN Number	650689951
Date Filed	07/22/1996
State	FL
Status	ACTIVE

Principal Address

4465 CORAL HILLS DRIVE
CORAL SPRINGS, FL 33065

Changed: 04/04/2012

Mailing Address

4465 CORAL HILLS DRIVE
CORAL SPRINGS, FL 33065

Changed: 04/04/2012

Registered Agent Name & Address

KEAN, ALAIN
4465 CORAL HILLS DRIVE
CORAL SPRINGS, FL 33065

Name Changed: 01/08/2003

Address Changed: 04/04/2012

Officer/Director Detail

Name & Address

Title PD

KEAN, ALAIN MR.
4465 CORAL HILLS DRIVE
CORAL SPRINGS, FL 33065

Annual Reports

Report Year	Filed Date
2011	03/01/2011
2012	04/04/2012
2013	04/10/2013

Document Images

04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/04/2012 -- ANNUAL REPORT	View image in PDF format
03/01/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
06/23/2009 -- ANNUAL REPORT	View image in PDF format
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01/11/2007 -- ANNUAL REPORT	View image in PDF format
03/24/2006 -- ANNUAL REPORT	View image in PDF format
04/13/2005 -- ANNUAL REPORT	View image in PDF format
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04/28/1997 -- ANNUAL REPORT	View image in PDF format
07/22/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

KEAN, ALAIN
KEDECO ENTERPRISES INC
4465 CORAL HILLS DRIVE
CORAL SPRINGS FL 33065

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6129389
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC060378 05/16/12 117057323
 CERTIFIED GENERAL CONTRACTOR
 KEAN, ALAIN
 KEDECO ENTERPRISES INC
 IS CERTIFIED under the provisions of Ch. 489 vs
 Expiration date: AUG 31, 2014 L12051601190

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER.

AC# 6129389

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12051601190

DATE	BATCH NUMBER	LICENSE NBR
05/16/2012	117057323	CGC060378

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

KEAN, ALAIN
KEDECO ENTERPRISES INC
10 FAIRWAY DR # 119
DEERFIELD BEACH FL 33441

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

