

**OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

AGENCY:	TRANSPORTATION AND TRANSIT	MEETING DATE:	1/7/2019
DIVISION/OFFICE:	TRANSPORTATION AND TRANSIT	MEETING TYPE:	BCC MEETING
DIRECTOR/MANAGER:	TAWNY OLORE	REQUEST TYPE:	CONSENT

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign Amendment #1 to the service agreement with 3M Company, Saint Paul, Minnesota, for traffic sign sheeting materials to extend the term of the agreement through March 07, 2021 (AR-16-5644-IS); estimated expenditures shall not exceed \$89,388.00 annually, for a total not to exceed \$446,940.00.

STRATEGIC PLAN GOAL

#2: Upgrade the County Infrastructure and Transportation Network

STRATEGIC PLAN ACTION ITEM

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$ 178,776

A Total of \$569,250 is appropriated in Fund 102 – TRANSPORTATION TRUST FUND, Account Number 1024154541-5530000, TRAFFIC ENGINEERING – ROAD MATERIALS & SUPPLIES, of which \$178,776 is available and can be used for this purpose.

APPROVING DEPARTMENTS

OMB	Sharon Chauharjasingh
County Attorney	Andrew Mai
County Attorney	Andrew Mai
County Attorney	Andrew Mai
OMB	Rebecca Jones
OMB	Rebecca Jones

BACKGROUND INFORMATION

- The approval of this request will extend the term of the agreement for two additional years through March 7, 2021.
- Approval of this Amendment will continue to provide reflective and non-reflective traffic sign sheeting materials for the Traffic Engineering department.
- The original agreement with 3M Company was approved by the County Manager on January 14, 2016, for an annual amount of \$89,388 for a not to exceed amount of \$268,164. The original term of the agreement began on March 8, 2016 and continues through March 7, 2019.
- A solicitation was issued on November 29, 2015, with a due date of December 29, 2015.
- The project was advertised in the legal notices section of the Orlando Sentinel on November 29, 2015, and in the Osceola News Gazette on December 3, 2015.
- This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which a total of 637 notifications were sent, resulting in a total of 21 plan holders downloading the solicitation documents.
- The legal advertising and the uploading into VendorLink resulted in a total of 3 responses received by the due date and time, with no submittals from Osceola County vendors.
- 3M Company, submitted the lowest, responsive and responsible submittal meeting the County's specifications.
- The original agreement is on file with the Clerk of the Board.

- This request requires Board approval, as the cumulative expenditure total for these services will exceed the County Manager approval threshold.
- The Project Manager for this agreement is Gary Yeager.
- Staff recommends approval.

**AMENDMENT # 1
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND 3M COMPANY**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and 3M Company, Tax, Building 224-5N-40, Saint Paul, Minnesota 55144-1000, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform for reflective and non-reflective traffic sign sheeting materials as further described in the Agreement (AR-16-5644-IS) approved by the County Manager on January 14, 2016, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 25. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term of the agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended as follows:

SECTION 1. TERM

The term of this Agreement is amended to extend through March 7, 2021 and may be extended when in the best interest of the County.

2. Section 5 is hereby amended to read as follows:

SECTION 6. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Eighty-Nine Thousand Three Hundred Eighty-Eight and 00/100 (\$89,388) annually for year four and five, for a total not to exceed amount of Four Hundred Forty-Six Thousand Nine Hundred Forty and 00/100 Dollars (\$446,940) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 13. PUBLIC RECORDS.

- A. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - 1. Keep and maintain public records required by the COUNTY to perform the service.
 - 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
4. These changes shall be effective upon this Amendment being executed by both parties.
5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 19 day of November, 2018.



**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: [Signature]
County Manager/Designee Chair

Date: BCC approved 01/07/19

3M COMPANY

By: [Signature: Craig Lorence]

Title: Proposal Manager

Date: 11/20/18

STATE OF Minnesota
COUNTY OF Ramsey

The foregoing instrument was executed before me this 20th day of November, 2018, by Craig Lorence, as Proposal Manager of 3M Company, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:
Jan 31, 2021

[Signature: Kathryn Koehnen]
NOTARY PUBLIC, State of Minnesota



3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's or its designated subsidiaries', true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services (except research and development services*) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to perform acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, (including certifications, representations and warranties** with the exception of country of origin certifications), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

<u>3M Purification Inc.</u> Towne, Richard	<u>Electrical Markets Division</u> Irwin, Mike Kieffer, John Larson, Loren McGurran, Dan	<u>Industrial Mineral Products Division</u> Erickson, Scott
<u>3M Unitek Corporation</u> TBD	<u>Electronics Materials Solutions Division</u> Anderson, Kevin	<u>Medical Solutions Division</u> Haataja, Brian (Service Support only) McDonald, Michael
<u>Advanced Materials Division</u> Davis, Scott Giancola, John Hanson, Scott Ingstad, Cheryl Lockhart, Bruce Moeller, Kent Pearson, Claudia Race, Robert Utley, Elizabeth	<u>Food Safety Department</u> Canniff, Perry Erdman, Michelle Wadie, John	<u>Oral Care Solutions Division</u> McDonald, Michael
<u>Aero Technologies LLC.</u> Canniff, Perry Hinko, David	<u>Government R&D Contracts Department*</u> Kays, Steven	<u>Personal Safety Division</u> Canniff, Perry Wesemann, Melissa
<u>Automotive and Aerospace Solutions Division</u> Canniff, Perry	<u>3M Health Information Systems</u> Black, Lisa Cline, Jan Garrison, Garri Graves, Terri Jennings, Gerald Kim, Myung Mason, Deborah Mathison, John McDonough, James Mitchell, Brian	<u>Stationery & Office Supplies Division</u> Rihm, Diana
<u>Display Materials & Systems Division</u> Summers, Micki	<u>Industrial Adhesives & Tapes Division</u> Canniff, Perry (FSS Contracts only)	<u>Transportation Safety Division</u> Clark-Ferris, Kim Do, Thanh-Huong Frampton, Steven Grill, Jan Leibel, Matthew Morris, John McMahon, Denise Pointon, David Stahosky, Joy Trac, Phu Zaske, Catherine

Authority for the below individuals applies to any Business Unit or staff function.


<u>Global Channel Services</u> Hilfer, Derrick Mathers, Stephanie	<u>Government Marketing-Sales</u> Augustine, Rick Kiloran, Sarah Lundeen, Cheryl Weller, Greg	<u>Government Contract Compliance</u> Agoye, Jenna Bordas, Rich Carr, Terrance Horwitz, Charles Paraschou, Maria Robinette, Thomas
<u>Office of General Counsel</u> Kuyath, Richard		

(b) To make Country of Origin Certification, the following attorney(s)-in-fact are hereby appointed:

<u>Trade Compliance Department</u> Goebel, Kathleen Kirr, Ashley LaMere, Pierre Mulinix, Jonathan
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For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has this Power of Attorney on this 26th day of June, 2018.

By: 

Charles Horwitz
Director, Government Contract Compliance
3M Company

*Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to the Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in GR&DC, to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services. Authority to sign country of origin certifications for government R&D services is delegated to the Trade Compliance Department as specified above.

** Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

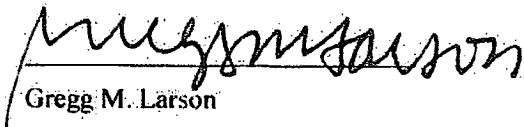
POWER OF ATTORNEY

3M Company, a Delaware corporation with its principal place of business in St. Paul, Minnesota ("3M") appoints Charles M. Horwitz, 3M's Director of Government Contract Compliance, with authority to sub-delegate all or a portion of the authority granted herein to other employees of 3M or its designated subsidiaries, as its true and lawful attorney-in-fact for it, and in its name, to do all acts necessary to execute on behalf of 3M, all proposal, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, for commercially available products and services and government-unique products and services for which 3M will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or another person authorized to grant powers of attorney on behalf of 3M.

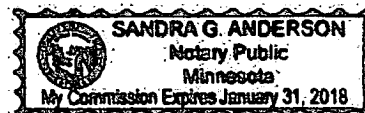
The undersigned has signed this Power of Attorney on the 23rd day of Sept., 2014.

3M Company


Gregg M. Larson
Deputy General Counsel and Corporate
Secretary

Subscribed and sworn to before me
this 23 day of September, 2014.

Sandra G. Anderson
Notary Public



Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Foreign Profit Corporation

3M COMPANY

Filing Information

Document Number 810402
FEI/EIN Number 41-0417775
Date Filed 06/14/1955
State DE
Status ACTIVE
Last Event SHARE EXCHANGE
Event Date Filed 04/03/2006
Event Effective Date NONE

Principal Address

3M CENTER
TAX, BLDG 224-5N-40
SAINT PAUL, MN 55144-1000

Changed: 07/14/2003

Mailing Address

3M CENTER
TAX, BLDG 224-5N-40
SAINT PAUL, MN 55144-1000

Changed: 07/14/2003

Registered Agent Name & Address

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

Name Changed: 12/18/2017

Address Changed: 12/18/2017

Officer/Director Detail**Name & Address**

Title Treasurer

GINTER, MATTHEW J

3M CENTER
 TAX, BLDG 224-5N-40
 SAINT PAUL, MN 55144-1000

Title CEO

THULIN, INGE
 3M CENTER
 ST. PAUL, MN 55144

Title Tax Governance Director

TORSETH, KIMBERLY M
 3M CENTER
 ST. PAUL, MN 55144

Title VP, CFO

GANGESTAD, NICHOLAS
 3M CENTER
 SAINT PAUL, MN 55144

Title VP, Secretary

LARSON, GREGG M
 3M CENTER
 SAINT PAUL, MN 55144

Annual Reports

Report Year	Filed Date
2016	04/15/2016
2017	04/19/2017
2018	04/03/2018

Document Images

04/03/2018 -- ANNUAL REPORT	View image in PDF format
12/18/2017 -- Reg. Agent Change	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
03/16/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
04/16/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- Share Exchange	View image in PDF format

04/28/2005 -- ANNUAL REPORT	View image in PDF format
04/15/2004 -- ANNUAL REPORT	View image in PDF format
07/14/2003 -- ANNUAL REPORT	View image in PDF format
04/21/2002 -- ANNUAL REPORT	View image in PDF format
04/12/2002 -- Name Change	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
04/22/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
04/03/1998 -- ANNUAL REPORT	View image in PDF format
05/09/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 3M Company 3M Insurance Department Bldg 224-58-29 St. Paul, MN 55144	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W8814747 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	MWZY 309966	03/01/2017	03/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			MWTB 309964	03/01/2017	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N No	N/A	MWC309963-01	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Title of Agreement: AR-16-5644-IS

Regarding "General Liability" only, 3M Company hereby grants Additional Insured status to Osceola County Board of County Commissioners, limited to the conditions and terms of the AR-16-5644-IS.

This Certificate of Liability is valid from 12/29/15 to 3/8/21.

CERTIFICATE HOLDER **CANCELLATION**

Osceola County Board of County Commissioners
1 Courthouse Square, Suite 2300
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Est. J. How