#### AGREEMENT

THIS AGREEMENT is made by and 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 has competitively solicited for reflective and non-reflective traffic sign sheeting materials, pursuant to AR-16-5644-IS and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

#### <u>SECTION 1.</u> <u>TERM.</u>

The term of this Agreement shall begin on March 8, 2016 and continue through March 7, 2019, and may be extended when in the best interest of the County.

#### SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

#### SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

# SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the CONTRACTOR under the Scope of Services set forth herein, the COUNTY will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the CONTRACTOR shall extend for the full warranty period.

# SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor

possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

# 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 Dollars (\$89,388.00) annually, for a total not to exceed amount of Two Hundred Sixtyeight Thousand One Hundred Sixty-Four and 00/100 Dollars (\$268,164.00) 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 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

#### SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY

shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the COUNTRACTOR.

#### SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
  - 1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto
  - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
  - 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) any one person;
  - 4. PERSONAL & ADV. INJURY: One Million Dollars (\$1,000,000.00);
  - 5. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
  - 6. PRODUCTS COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
  - 7. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
  - 8. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- B. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

- C. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
  - 1. The name of the insured CONTRACTOR,
  - 2. The specified job by name and job number,
  - 3. The name of the insurer,
  - 4. The number of the policy,
  - 5. The effective date,
  - 6. The termination date,
  - 7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

# SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

#### SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

#### SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

# SECTION 13. PUBLIC RECORDS.

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:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- 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; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the county.
- E. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

# SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute

discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

#### SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

#### SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

#### SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

#### SECTION 18. SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

#### SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

#### SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

#### SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

#### SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

#### SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONTRACTOR:	3M Company Tax, Building 224-5N-40

#### SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Saint Paul, Minnesota 55144-1000

#### SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

#### SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

#### SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

# SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

#### SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

# SECTION 31. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

# SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

# SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

#### SECTION 34. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Gary Yeager, Traffic Service Manager Osceola County Traffic Engineering Department 3850 Old Canoe Creek Road Saint Cloud, Florida 34769 407-742-7516 gyea@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Matthew Leiberl, Contract Administrator 3M Company Tax, Building 224-5N-40 Saint Paul, Minnesota 55144-1000 651-737-8279 Tbidgroup@mmm.com

#### SECTION 35. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

# SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF,	the	parties	hereto,	by their	duly	authorized representatives,
have executed this Agreement effectiv	ve th	e14 d	lav of f	JAN 1	MU	2016

	,,,,,,, _
By:	OUNTY COMMISSIONERS
County Ma	anager/Designee
Date:	11/16

<b>3M</b>	COMPANY	2
By:	Walles Sile	
Duint.		

Print:	Matthew Leibel	

Title: <u>Contract Administrator</u>

STATE OF Minnesota COUNTY OF Ramsey

The foregoing instrument was executed before me this <u>6</u> day of <u>January</u>, 2016, by <u>Matthew Leibel</u> as <u>Contract Administrator</u> of 3M Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced <u>3M Employee Badge</u> as identification.



in ann NOTARY PUBLIC, State of Minnesota

# Exhibit "A" Scope of Services

- 1. Scope of Services: The vendor shall provide street sign fabrication program. The COUNTY's Traffic Engineering Department provides fabrication, installation, and maintenance of traffic signs, signals, school walks, and pavement markers which enhance the visibility of day and night traffic travel within Osceola County. The successful bidder will supply and deliver reflective and non-reflective street sign sheeting materials and sign faces as may be constituted by a purchase order from the COUNTY.
- 2. Design Standards: The vendor shall conform to the following requirements and standards:
  - (a) The Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition), Specification Section 700 – Highway Signing and Section 994 – Retro-Reflective and Non-Reflective Sign sheeting. All the materials being offered must be approved by the FDOT and be listed on their Approved Product List (APL)) website, for use on roadway unless specifically specified and approved before acceptance.
  - (b) The American Society for Testing and Materials (ASTM) Standard D04956-09 for Reflective Sheeting Type I and Type XI as further described under Section 6 Sheeting Material unless specifically specified and approved before acceptance.
- 3. Equal Products: Products must meet the minimum co-efficient of retro-reflective values and shall meet the Design Standards of Section E2 above. Vendor may submit requests for approval of equal products for all Groups being offered.

The submittal shall include:

- (a) Specific details of co-efficient, retro-reflective values
- (b) Product test results
- (c) Warranty periods
- (d) Any other pertinent details

#### 4. Delivery

Vendor shall deliver orders within thirty (30) calendar days from the date of the order...

All materials are to be delivered to:	Osceola County Traffic Operations
	3850 Old Canoe Creek Road
	Saint Cloud, FL 34769

#### 5. Warranty

The manufacturer shall warranty that the reflective sheeting and any components applied to the reflective sheeting used to manufacture traffic control and guidance signs will remain effective for its intended use and meet the stated minimum for coefficient of retro-reflective values. In the event of a material failure during the full warranty period, as described below, the manufacturer shall provide all labor and materials to rectify the failure at no cost to the County (including return transportation costs). In addition, if the failure occurs during any extended warranty period, the manufacturer shall provide all materials to rectify the failure.

- (a) If the erected roadway signage fails to meet its intended purpose as viewed from moving vehicles under normal day and night driving conditions,
- (b) The coefficient of retro-reflection is less than the minimum specified.

Failure shall be solely from defects in the reflective sheeting or components and not due to outside causes such as improper fabrication, handling, and maintenance, and installation, failure of sign substrate, vandalism or malicious mischief.

The manufacturer has the right to determine the method of replacement and shall rectify condition within 60days after notice from the County. The County shall date all signs at the time of sheeting application and this date shall become the commencement start of the warranty period. Failure to comply with the requirements of the warranty may be cause for cancellation of contract. **Submit sheeting warranty and any extended**  manufacturer's warranty technical details for all products to be offered. The longevity of the warranty will be taken into consideration as an economical factor for the award of this bid.

#### 6. Matching Components

The follow items shall be provided to remove any warranty issues of using third party non-warrantied materials to fabricate, store, or install signs with the manufacturer's sheeting. Included shall be process inks and thinners to warranty the silk screening process onto the manufacturer's sheeting. Nylon washers shall be provided to protect the manufacturer's sheeting during sign installation. Slip sheeting liner shall be provided to protect sign faces during storage. Matching Components: Inks, Clears, Thinners, Nylon Washers & Slip Sheeting shall be provided to the County at no

Inks, Clears, Thinners, Nylon Washers & Slip Sheeting shall be provided to the County at no additional cost for Group 2, Group 3, Group 4 and Group 5 only. These components must be compatible with the manufacturer's sheeting products.

- 7. Group Descriptions: The vendor shall provide as follow: Please see Addendum 2 with clarification on ASTM.
  - (a) <u>Group 1</u>: Shall include: Electronic Cuttable Overlay film, Acrylic, un-punched, pressure sensitive adhesive back with liner. Product shall be 3M ElectroCut Transparent Overlay Film Series 1170, or equivalent at minimum.

Products shall be approved by the FDOT and listed on their APL website under Specification 700, Sheeting Ink and Overlay Material. All colors shall be included. The material shall perform to meet the warranty period of the product adhered to.

(b) <u>Group 2</u>: Shall include: Retro-Reflective Sheeting Micro-Prismatic, with pressure sensitive adhesive back. The vendor's product specification shall meet or exceed current product(s) in use by the COUNTY: Product shall be 3M DG3 Series 4000 or equivalent at minimum (including fluorescent yellow/green and yellow (Series 4081 and 4083).

The vendor's product shall meet ASTM D4956-07 Standards for Reflective Sheeting Type XI and be approved by the FDOT and listed on their APL website under Specification 700, Reflective Sheeting Type VII.

(c) <u>Group 3</u>: Shall include: High Performance Prismatic Retro-Reflective with pressure sensitive adhesive back. The vendor's product specification shall meet or exceed current products(s) in use by the COUNTY: Product shall be 3M HIP Reflective Series 3930 or equivalent at minimum.

The vendor's products shall meet ASTM D4956-07 Standards for Reflective sheeting (Type X) and be approved by the FDOT and listed on their APL website under Specification 700, Reflective Sheeting Type VII.

(d) <u>Group 4:</u> Shall include: Fluorescent Orange Prismatic Retro-Reflective Sheeting with pressure sensitive adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M Engineering Grade Prismatic Series 3924s or equivalent at minimum.

The vendor's product shall meet ASTM D4956-07 Standards for Reflective Sheeting Type IX and be approved by the FDOT and listed on their APL website under Specification 700, Reflective Sheeting Type VII.

(e) <u>Group 5:</u> Shall include: Engineer Grade Reflective Sheeting with pressure sensitive adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY. Product shall be 3M Series 3200 or equivalent at minimum.

The vendor's product shall meet ASTM D4956-07 Standard for Reflective Sheeting Type I. The vendor's product is not required to be on FDOT APL.

(f) <u>Group 6:</u> Shall include: Matte Electrocut Cast Vinyl with pressure sensitive adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY. Product shall be 3M Scotchcal Electrocut Graphics Film Series 7725 or equivalent at minimum.

The vendor's products are not required to be on the FDOT APL and no match component warranty is required.

The vendor's product shall include all colors, including: Matte White, Matte Black and Matte Dark Green. The Matte Dark Green must color match 3M Scotchcal Electrocut Film 7725-56 "Sheriff's Vehicle Roof Graphic Designated Color" or equivalent at minimum.

(g) <u>Group 7:</u> Shall include: Protective Overlay Film with pressure sensitive adhesive back: to provide clear, non-chlorinated, colorless films to be used in lieu of clear coating. Product A shall have a pre-mask installed on film.

The vendor's product specification must meet or exceed current product(s) in use by Osceola COUNTY: Product shall be 3M 1160 Over-laminate or equivalent at minimum.

Product B is for printed graphic no pre-mask. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M Scotchlite 8519 Luster Over-laminate or equivalent at minimum.

The vendor's product is not required to be on FDOT APL and no match component warranty is required on Product B.

- (h) <u>Group 8:</u> Shall include: Removable Flexible Reflective Graphic Film with Air Release Channels in the pressure activated adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M 680CR and 680CR-10 (white) film or equivalent at minimum. The vendor's product is not required to be on FDOT APL.
- (i) <u>Group 9:</u> Prismatic, Retro-Reflective Markings for Vehicle Conspicuity: Highly reflective prismatic lens sheeting with pressure sensitive adhesive designed for truck and trailer markings Bid Product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M Series 983 or equivalent at minimum. The vendor's product is not required to be on FDOT APL.
- (j) <u>Group 10:</u> Shall include: Engineer Grade Prismatic Reflective sheeting with pressure sensitive adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M Series 7930 or equivalent at minimum.

The vendor's product shall meet ASTM D4956-07 Standards for Reflective Sheeting Type I. The vendor's product is not required to be on FDOT APL.

(k) <u>Group 11:</u> Shall include: Engineer Grade Prismatic Reflective Sheeting with pressure sensitive adhesive back. The vendor's product specification must meet or exceed current product(s) in use by the COUNTY: Product shall be 3M Series 3430 or equivalent at minimum.

# Exhibit "B" Pricing Schedule

ltem	Description	Size	Quantity	Unit Price
	GROUP 1			
1.	Product shall be 3M ElectroCut Transparent Overlay Film Series 1170, or equivalent at minimum. Available in all Standard MUTCD Colors	<u>48" x 50 Yards</u>	<u>30 Rolls</u>	\$444.00
		custom sizes (standard other than list)	Per square foot	\$0.74
	TOTAL Group 1		Extended Price Total	\$13,320.00
	GROUP 2			
2a.	Product shall be 3M DG3 Series 4000 or equivalent at minimum. Fluorescent Yellow/Green and Yellow	30" x 50 Yards 36" x 50 Yards 48" x 50 Yards custom sizes (standard other than listed)	<u>2 Rolls</u> <u>4 Rolls</u> <u>2 Rolls</u> Per square foot	\$877.50 \$1,053.00 \$1,404.00 \$2.34
2b.	Product shall be 3M DG3 Series 4000 or equivalent at minimum. Available in all Standard MUTCD Colors (Excludes Fluorescent Yellow/Green and Yellow)	12" x 50 Yards24" x 50 Yards30" x 50 Yards36" x 50 Yards36" x 50 Yards48" x 50 Yards30" x 100 YardsCustom sizes(standard otherthan listed)	2 Rolls 2 Rolls 4 Rolls 2 Rolls 2 Rolls 6 Rolls Per square foot	\$351.00 \$702.00 \$877.50 \$1,053.00 \$1,404.00 \$1,755.00 \$2.34
	TOTAL Group 2		Extended Price Total	\$29,835.00

ltem	Description	Size	Quantity	Unit Price
	GROUP 3			
3.	Product shall be 3M HIP Reflective Series 3930 or	<u>9" x 50 Yards</u>	<u>2 Rolls</u>	\$94.50
	equivalent at minimum. Available in all Standard MUTCD Colors (Evaluate Elucroscont Color)	<u>12" x 50 Yards</u>	<u>2 Rolls</u>	\$126.00
	(Excludes Fluorescent Color)	<u>18" x 50 Yards</u>	<u>10 Rolls</u>	\$189.00
		24" x 50 Yards	<u>2 Rolls</u>	\$252.00
		<u>30" x 50 Yards</u>	<u>10 Rolls</u>	\$315.00
		<u>36" x 50 Yards</u>	<u>2 Rolls</u>	\$378.00
		48" x 50 Yards	<u>2 Rolls</u>	\$504.00
		<u>9" x 100 Yards</u>	<u>20 Rolls</u>	\$189.00
		Custom sizes (standard other than listed)	Per square foot	\$0.84
	TOTAL Group 3		Extended Price Total	\$11,529.00
	GROUP 4			
4.	Product shall be 3M Engineering Grade Prismatic Series 3924s or equivalent at minimum.	<u>36" x 50 Yards</u>	<u>2 Rolls</u>	\$720.00
	Fluorescent Orange	<u>48" x 50 Yards</u>	<u>2 Rolls</u>	\$960.00
		Custom sizes (standard other than listed)	Per square foot	\$1.60
	TOTAL Group 4		Extended Price Total	\$3,360.00
	GROUP 5			
5.	Product shall be 3M Series 3200 or equivalent at minimum.	<u>24" X 50" Yards</u>	<u>6 Rolls</u>	\$222.00
	Available in all Standard MUTCD Colors	48" x 50 Yards	<u>4 Rolls</u>	\$444.00
		Custom (standard other than listed0	Per square foot	\$0.74
	TOTAL Group 5		Extended Price Total	\$3,108.00
	GROUP 6			

Item	Description	Size	Quantity	Unit Price
6.	Product shall be 3M Scotchcal Electrocut Graphic Series 7725 or equivalent at minimum. <b>Available in all Standard MUTCD Colors</b>	24" x 50" Yards 48" x 50 Yards Custom sizes (standard other than listed)	<u>2 Rolls</u> <u>2 Rolls</u> Per square foot	\$147.00 \$294.00 \$0.49
	TOTAL Group 6		Extended Price Total	\$882.00
	GROUP 7			
7a.	Product shall be 3M 1160 Over-laminate or equivalent at minimum. Clear Graffiti Protective overlay with Pre-mask for HIP/DG3	48" X 50 Yards Custom sizes (standard other than listed)	<u>6 Rolls</u> Per square foot	\$750.00 1.25
7b.	Product shall be 3M Scotchlite 8519 Luster Over- laminate or equivalent at minimum. <b>Over-laminate for Printed Graphic</b>	<u>48" x 50 Yards</u> Custom sizes (standard other than listed)	<u>2 Rolls</u> Per square foot	\$436.50 \$0.72
	TOTAL Group 7		Extended Price Total	\$5,373.00
	GROUP 8			
8a.	Product shall be 3M 680CR film or equivalent at minimum. ( White )	24" x 50 Yards 48" x 50 Yards Custom (standard other than listed)	<u>2 Rolls</u> <u>4 Rolls</u> Per square foot	\$993.00 \$1,986.00 \$3.31
8b.	Product shall be 3M 680CR-10 film or equivalent at minimum. Available in all Standard MUTCD Colors (Excludes White)	24" x 50 Yards 48" x 50 Yards Custom (standard other than listed)	<u>2 Rolls</u> <u>2 Rolls</u> Per square foot	\$1,068.00 \$2,136.00 \$3.56
	TOTAL Group 8		Extended Price Total	\$16,388.00

ltem	Description	Size	Quantity	Unit Price
	GROUP 9			
9.	Product shall be 3M Series 983 or equivalent at minimum. ( Red / White )	2" x 50 Yards <u>3" x 50 Yards</u> <u>4" x 50 Yards</u> Custom sizes (standard other than listed)	<u>2 Rolls</u> <u>2 Rolls</u> <u>2 Rolls</u> Per square foot	\$55.00 \$82.50 \$110.00 \$2.20
	TOTAL Group 9		Extended Price Total	\$495.00
	GROUP 10			
10.	Product shall be 3M Series 7930 or equivalent at minimum. Available in all Standard MUTCD Colors	24" x 50 Yards 30" x 50 Yards 36" x 50 Yards 36" x 50 Yards Custom sizes (standard other than listed)	<u>2 Rolls</u> <u>2 Rolls</u> <u>2 Rolls</u> <u>2 Rolls</u> Per square foot	\$192.00 \$240.00 \$288.00 \$384.00 \$0.64
	TOTAL Group 10		Extended Price Total	\$2,208.00
	GROUP 11			
11.	Product shall be 3M Series 3430 or equivalent at minimum. <b>Available in all Standard MUTCD Colors</b>	24" x 50 Yards 48" x 50 Yards Custom (standard other than listed)	<u>6 Rolls</u> <u>4 Rolls</u> Per square foot	\$210.00 \$420.00 \$0.70
	TOTAL Group 11	Exter Price		\$2,940.00
	TOTAL BID PRICE GROUP 1 - 11			\$89,388.00

# 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 in 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 do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, (excluding certifications, representations and warranties to comply with certain laws or regulations<sup>2</sup>), 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, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

Health Information

Systems Division

Slock, Usa M. Cline, Jan C.

- SM Purification Towne, Richard R.
- SM Unitel: Corporation Barnard, Mathew C.
- Abrasive Systems Division Canniff, Perry M.
- Advanced Materials Division 
   Electrical Markets Division Atwell, Mary Davis, Scott' J. Glancola, John B.

Hanson, Soott R. Ingstad, Cheryl A. Lockhart, Bruce R. Magrini, Dave L. Moeller, Kent Pearson, Claudia Race, Robert J. Rushin, Sandra J. Utley, Elizabeth R.

- Aesto Technologies LLC Connitt, Perry M.
- Accospace and Aliccraft. leintenance Division Canniff, Perry M.

 Electronics Markets Materials Division Anderson, Kevin G. Koch, Joseph F.

Critical and Chronic Care

Solutions Division

McDonald, Michael S.

 Food Safety Department Erdman, Michelle M. Wadle, John A.

Schiller, Fred K.

Government R&D Contracta Department\* Charles, Ruth P. Kavis, Steven L. Smith, Vivien L.

. GTA-NHT. Inc Cannilf, Perry M.

 Stationery and Office Supplies Obdation Rihm, Diana L

- Gerrison, Garri L. Graves, Terri M. Hasbrouck, Kurt D. Jennings, Gerald R. Kim, Myuna K. Kirkpatrick, Gayl W. Mason, Deborah A. Mathison, John C. McDonough, James R. Mitchell, Brian D. Terrill, Ray J.
- Industrial Adheshm and Tapes Division Venture Tage Corporation Authority for the below individual(a) applies to Federal Supply Schedule contracts only: Canniff, Perry M.
- Infection Prevention Division McDonald, Michael S. Health Care Service Support Haataja, Brian J.

- Oral Care Division Barnard, Mathew C.
- Ontical Systems Division Summers, Miold A.
- Personal Safety Division **3M Detection Solutions** Canniff, Perry M. Wesemann, Meliasa J
- Traffic Safety and Security Division Benz, John P. Christopherson, Nicole A. Flatley, Dorsen A. Kester, Joseph H. Lehman John W. Label Matthew R. McMahon, Denise C. Moran, Daniel F. Morris, John N. Pointon, David A. Schirall, Elta M. Selby, Megan A. Zilles, Mary K.

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

Government Markets

Kindem, Karen A.

Patrick, Laurie A.

Global Channel Services Hilfer, Derrick E. Mathers, Stephanie M.

- Government Contract Compliance
- Office of General Counsel Kuyath, Richard N.

Bordas, Richard J. Carr, Terrance H. Horwitz, Charles M. Paraschou, Maria V. Robinette, Thomas M.

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<sup>1</sup> Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to GR&DC to execute proposals and contracts for government research and development services.

<sup>&</sup>lt;sup>2</sup> 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.

(b) To make certifications, (except Country of Origin certifications), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneysin-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

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

- SM Unitek Corporation Barnard, Mathew C.
- Aerospece and Aircraft Maintenance Division Cooniff, Perry M.

Critical and Chronic Care

- Abrasive Systems Division Canalff, Perry M.
- Advanced Materials Division Atwell, Mary
- Devis Scott J. Glancola, John B. Hanson, Scott R. Ingstud, Cheryl A. Lookhart, Bruce R. Magrini, Dave L. Moeller, Kent Pearson, Claudia Race, Robert J. Rushin, Sandra J. Utley, Elizabeth R.
- McDonaid, Michael S. Electronics Markets Materials Obtion Anderson, Kevin G.

Solutions Division

- Food Safety Department Erdman, Michelle M.
- . GTA-NHT. Inc.
- Anno Technologies LLC Conniff, Perry M.
- Koch, Joseph F.
- Wadie, John A.
- Canniff, Penry M.

- Government R&D Contracts Deportment \* Charles, Ruth P. Keys, Steven L. Smith, Vivien L
- Health Information Systems Division Black, Liss M. Cline, Jan C. Gerrison, Garri L. Graves, Terri M. Jennings, Gerald R. Kim, Myung H. Kirkpatrick, Gavi W. Mason, Deborah A. Mathison, John C. McDonough, James R.

Torrill Jr. Ray J.

Infection Prevention Division McDonald, Michael S. -Health Care Service Support Huatoja, Brian J.

- Industrial Adheshes and Tax **Division /Venture Tape Corporation** Authority for the below individual(a) applies to Foderal Supply Schedule contracts only: Canniff, Porry M.
- Oral Care Division Bernard, Mathew C.
- Personal Safety Division **3M Detection Solutions** Canniff, Perry M. Wassmann, Malista I.
- Traffic Safety and Security Division Benz John P. Leibel, Matthew R. Moran, Daniel F. Marris, John N. Zilles, Mary K.

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

- Global Channel Services Hilfer, Derrick E.
- Government Markets Kindem, Karen A. Patrick, Laurie A.
- Office of General Counsel Kuyath, Richard N.
- · Government Contract Complianco Bordas, Richard J. Carr, Terrance H. Horwitz, Chailes Ma Paraschou, Maria V. Robinette, Thomas M.

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

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

- <u>Trade Compliance Department</u> rity may be sub-delegated in writing:
- LaMere, Pierre J.

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 signed this Power of Attorney on this

300 Dec, 2015, day of

**3M Company** 

By Charles Harris

Charles M. Horwitz **Director, Government Contract Compliance** 

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# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 12/21/2015

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.

the term certifica	AN I: If the certificate holder is an ADDITIONAL INSU s and conditions of the policy, certain policies may re te holder in lieu of such endorsement(s).	JRED, the policy(les)must be endorsed. If SUBROGATION IS WAIVED, quire an endorsement. A statement on this certificate does not confer r	, subject to ights to the
PRODUCER		CONTACT	
Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	NAME: PHONE (A/C, NO, EXT): 877-945-7378 [A/C, NO]: 888-46	7-2378	
		É-MAIL ADDRESS <b>Certificates@willis.com</b>	
		INSURER(S)AFFORDING COVERAGE	NAIC#
		INSURERA: Old Republic Insurance Company	24147-001
INSURED	3M Company	INSURER B:	
	3M Insurance Department	INSURER C:	
	Bldg 224-58-29 St. Paul, MN 55144	INSURER D:	
		INSURER E:	-

# COVERAGES CERTIFICATE NUMBER: 24025278

COP

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.

INSURER F

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUB	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	GEN	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		MWZY 301339	3/1/2014	3/1/2017	EACH OCCURRENCE         \$         5,000,000           PAMAGE TORENTED PAMAGE TORENTED (MSES (Ea occurrence)         \$         1,000,000           MED EXP (Any one person)         \$           PERSONAL & ADV INJURY         \$         5,000,000           GENERAL AGGREGATE         \$         5,000,000           PRODUCTS - COMP/OP AGG         \$         5,000,000
A	X	OMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS			MWTB 300812	3/1/2014	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE \$ (Per accident) \$
A	AND ANY OFFI (Man If yes	UMBRELLA LIAB     OCCUR       EXCESS LIAB     CLAIMS-MADE       DED     RETENTION \$       RKERS COMPENSATION     S       EMPLOYERS' LIABILITY     Y/N       PROPRIETOR/PARTNER/EXECUTIVE     N       diatory in NH)     s. describe under       CRIPTION OF OPERATIONS below     CRIPTION OF OPERATIONS below	N/A		MWC304139 00	3/1/2015	3/1/2016	EACH OCCURRENCE \$ AGGREGATE \$ AGGREGATE \$ X PER OTH- 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 12/29/16.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Osceola County Board of County Commissioners 1 Courthouse Square, Suite 2300 Kissimmee, FL 34741	AUTHORIZED REPRESENTATIVE

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AR-16-5644-IS	Due Date & Time: December 29, 20	Advertised Date: November 29, 2015 and December 3, 2015
Procurement Representative: Email: lvette.santiago@osceola.org		Suite 2300, Kissimmee, Florida 34741 407) 742-0901
Title : Sign Materials - Reflective Sheeting		

# ATTACHMENT "H" Vendor Demographics Survey

Company Name:	3M Company			
Company Address:	3M Center, Bldg	225-4N-14		
City, State, and Zip:	St Paul MN 5514	14-1000		
Telephone: 651-73	87-8279 F	ax: <u>888-246-9793</u>	Email:	tbidgroup@mmm.com

- 1. How many people comprise your workforce? <u>34.816</u>
- 2. Based on your current workforce, how many employees are residents of Osceola County? \_\_\_\_\_
- 3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or servicedisabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to bid due date.)

\_\_\_\_\_Yes <u>\_\_\_\_</u>No

4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

emale
725
9,123
492
893
64

Thank you for participating in this survey.

Preparer's Name (print please): <u>Matthew Leibel. Contract Administrator</u>

Preparer's Signature: Date: 12/22/2015

Rev July 2010

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Detail by Entity Na	me
Foreign Profit Corporation	
3M COMPANY	
Filing Information	
Document Number FEI/EIN Number	810402 41-0417775
Date Filed State	06/14/1955 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 55144-100	0
Changed: 07/14/2003	
Mailing Address	
3M CENTER TAX, BLDG 224-5N-40 SAINT PAUL, MN 55144-100	0
Changed: 07/14/2003	
Registered Agent Name & A	<u>Address</u>
CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324	
Name Changed: 06/18/1992	
Address Changed: 06/18/199	2
Officer/Director Detail	
Name & Address	
Title Treasurer	
KROHN, SCOTT	

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
2013	04/17/2013
2014	03/21/2014
2015	03/23/2015

# **Document Images**

03/23/2015 ANNUAL REPORT	View image in PDF format
03/21/2014 ANNUAL REPORT	View image in PDF format
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04/22/2000 ANNUAL REPORT	View image in PDF format	30
04/23/1999 ANNUAL REPORT	View image in PDF format	
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