

MASTER AGREEMENT FOR GRAPHIC DESIGN SERVICES

THIS AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and **Digitech of Lakeland, Inc. DBA Digitech Graphics Group** (the “Vendor”), a Florida corporation, located at 3020 Winter Lake Road, Lakeland, FL 33803 and whose Federal Employer Identification Number is 59-2985028.

WHEREAS, the County desires to retain the services of a third-party vendor has considerable expertise in graphic design, including, but not limited to, design, produce, fabricate, print, install and maintain museum quality exhibits; text and graphic panels; floor kiosks; wall murals; window tints with graphics; graphics wraps; brochures; props; artifact replications; banners and interactive displays to provide professional products to achieve enhancement plans for the County; and

WHEREAS, the County has solicited for these services via an advertised request for proposal (“RFP 25-426”) to which the Vendor submitted a proposal thereto; and

WHEREAS, the Vendor to provide assistance with graphic designs for complex projects where artwork is not provided, suggest the most effective and cost efficient solutions to produce the work requested, work with the project manager to ensure that budget and timelines are met, deliver work that meets the individual project’s specifications and enhances the Polk County brands.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services To Be Performed By Vendor

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for

Proposal RFP 25-426, to include all attachments and addenda, and (ii) the Vendor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-426"), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

2.2 When the County requires the Vendor to perform any work, the County, by the User Division, will issue a Work Authorization to the Vendor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit "B" for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount and schedule of compensation, (3) Project schedule, and (4) estimated completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Vendor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Vendor recognizes and acknowledges that the County may employ several different Vendors to perform the same or similar Services for the County and that the Vendor has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Vendor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Vendor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Vendor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 The County shall pay the Vendor in accordance with Exhibit “B”, "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all in scope line items, which will be performed as billable services pursuant to this Agreement and the fee for each line item. Performance of work by line items not listed on the fee schedule may be considered out of scope work. Out of scope work shall not be performed without prior written approval by the County, and doing so will result in nonpayment for such services.

3.1.2 At its option the County may choose to engage the Vendor to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Vendor in accordance with the hourly rate schedules stated in the attached Exhibit “B.”

3.1.3 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit “B” may be adjusted by a written amendment to this Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for Work Authorizations in effect at the time of the amendment.

3.1.4 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular project.

3.1.6 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to unless otherwise stated:

Polk County Tourism & Sports Marketing
2701 Lake Myrtle Park Road
Auburndale, FL 33823

3.1.7 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

3.1.8 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

3.1.9 By submitting an invoice, the Vendor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 The Vendor's requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Vendor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Vendor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Vendor's performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Vendor providing the Services.

3.2.3 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County's Procurement Division office upon demand following the termination of the Agreement.

3.2.4 Vendor shall maintain a current inventory of all such assets.

4.0 **Vendor's Responsibilities**

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other

than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 Indemnification of County

The Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents,

and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. Vendor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event that the Vendor hires subconsultants to do any part of the Contracted work shall be required to carry the same coverage as setout herein.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Employers Liability. \$1,000,000.00 each accident, \$1,000,000.00 disease – each employee, \$1,000,000.00 disease – policy limit.

12.0 Public Entity Crimes

The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent Vendor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by 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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor 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.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance

with the provisions of this Section 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Tourism & Sports Marketing
2701 Lake Myrtle Park Road
Auburndale, FL 33823

For Vendor: Digitech of Lakeland, Inc. DBA Digitech Graphics Group
3020 Winter Lake Road
Lakeland, FL 33803
Attention: Jay Boatright

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or

utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Vendor Representations

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Vendor shall notify the County if any of the Vendor’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Vendor shall remove without consequence to the County any of the Vendor’s Vendors, sub-Vendors, sub-Vendors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County

shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Jay Boatright, Principal

Name: Alex McMenemy, Creative Services

Name: Samantha Marshall, Director of Operations

Name: JoEllen Mierzwa, Accounts Receivable

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have 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, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34.0 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Vendor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the County and the Vendor may not enter into this Agreement, and the Vendor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any

additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Norah Walker 12/12/25
County Attorney's Office Date

ATTEST:

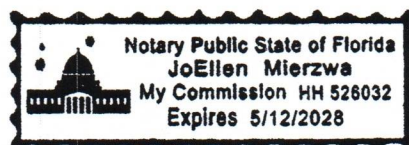
Digitech of Lakeland, Inc. DBA Digitech
Graphics Group,
a Florida corporation

By: *J.H. Boatright*
J.H. Boatright
PRINT NAME
President
TITLE

By: *Samantha Marshall*
SAMANTHA MARSHALL
PRINT NAME
Director of Operations
TITLE

Date: 12/17/25

SEAL



ACKNOWLEDGEMENT OF FIRM IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this December 17, 2025 (Date) by Jo Ellen Mierzwa (Name of officer or agent) as Accounting Manager/Notary (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this December 17, 2025 (Date) Jo Ellen Mierzwa (Official Notary Signature and Notary Seal) Jo Ellen Mierzwa (Name of Notary typed, printed or stamped)

Commission Number HH 526032 Commission Expiration Date 5/12/2028

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

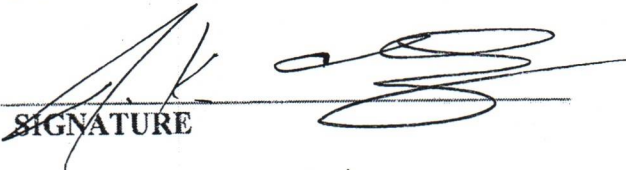
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Digitel of Lakeland
NONGOVERNMENTAL ENTITY


SIGNATURE

J.H. Boatright
PRINT NAME

President
TITLE

12/17/25
DATE

[Previous on List](#) [Next on List](#) [Return to List](#)
[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

DIGITECH GRAPHICS GROUP

Filing Information

Registration Number G05179900219
Status ACTIVE
Filed Date 06/28/2005
Expiration Date 12/31/2026
Current Owners 1
County POLK
Total Pages 4
Events Filed 3
FE/ EIN Number 59-2985028

Mailing Address

3020 WINTER LAKE ROAD
LAKELAND, FL 33803

Owner Information

DIGITECH OF LAKELAND, INC.
3020 WINTER LAKE ROAD
LAKELAND, FL 33803
FE/ EIN Number: 59-2985028
Document Number: L43345

Document Images

[06/28/2005 -- Fictitious Name Filing](#)

[09/17/2021 -- Fictitious Name Renewal Filing](#)

[01/12/2016 -- Fictitious Name Renewal Filing](#)

[12/20/2010 -- Fictitious Name Renewal Filing](#)

[Previous on List](#) [Next on List](#) [Return to List](#)
[Filing History](#)

Fictitious Name Search

Detail by Entity Name

Florida Profit Corporation

DIGITECH OF LAKELAND, INC.

Filing Information

Document Number L43345
FEI/EIN Number 59-2985028
Date Filed 01/16/1990
Effective Date 01/11/1990
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/17/2021
Event Effective Date NONE

Principal Address

3020 WINTER LAKE RD
LAKELAND, FL 33803

Changed: 02/02/2004

Mailing Address

3020 WINTER LAKE RD
LAKELAND, FL 33803

Changed: 02/02/2004

Registered Agent Name & Address

KINCART, MICHAEL J, ESQ.
225 EAST LEMON STREET - STE. 300
LAKELAND, FL 33801

Name Changed: 08/17/2021

Address Changed: 08/17/2021

Officer/Director Detail

Name & Address

Title PTS

BOATRIGHT, JR., JAMES H
3020 WINTER LAKE ROAD
LAKELAND, FL 33803

Annual Reports

Report Year	Filed Date
2023	01/30/2023
2024	02/05/2024
2025	02/10/2025

Document Images

[02/10/2025 - ANNUAL REPORT](#) [View image in PDF format](#)

[02/05/2024 - ANNUAL REPORT](#) [View image in PDF format](#)

[01/30/2023 - ANNUAL REPORT](#) [View image in PDF format](#)

[01/26/2022 - ANNUAL REPORT](#) [View image in PDF format](#)

[08/17/2021 - Amendment](#) [View image in PDF format](#)

[04/06/2021 - ANNUAL REPORT](#) [View image in PDF format](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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 Heacock Insurance Group, LLC 100 E Main St Lakeland FL 33801		CONTACT NAME: Miranda Bramblett PHONE (A/C, No, Ext): 863-683-2228 FAX (A/C, No): 863-683-3309 E-MAIL: miranda.bramblett@bbrown.com ADDRESS: miranda.bramblett@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Retail First Insurance Co.	
		INSURER B: Ohio Security Insurance Company	
		INSURER C: Auto-Owners Insurance Company	
		INSURER D: Ohio Casualty Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1848305012 **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
B	<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 <input checked="" type="checkbox"/> OTHER: Printers E&O	Y	Y	BZS55629198	5/24/2025	5/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 occur \$ 4,000,000 aggr
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5236706100	5/24/2025	5/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55629198	5/24/2025	5/24/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 <input type="checkbox"/>	Y	520-28305	5/24/2025	5/24/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured under the General Liability with waiver of subrogation as required by written contract, for all work performed for the County. Waiver of Subrogation is included under the WC policy as required by written contract.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida 330 W Church St Bartow FL 33830	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.
	AUTHORIZED REPRESENTATIVE

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Ohio Security Insurance Company



AMB #: 002379 NAIC #: 24082 FEIN #: 310541777

Mailing Address

175 Berkeley Street
Boston, Massachusetts 02116

[United States](#)

[View Additional Address Information](#)

Web: www.LibertyMutualGroup.com

Phone: 617-357-9500

Fax: 513-603-3179

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



AM Best Rating Unit: [AMB #: 051114 - Liberty Mutual Holding Company Inc.](#)

View additional [news reports and products](#) for this company.

Based on AM Best's analysis, [051114 - Liberty Mutual Holding Company Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 10, 2025
Initial Rating Date:	June 30, 1958

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Raymond Thomson, CPCU, ARS, ARM

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 10, 2025
Initial Rating Date:	July 21, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries](#)
September 10, 2025

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1958.

Financial Strength Rating

Effective Date	Rating
September 10, 2025	A
August 02, 2024	A
August 10, 2023	A
July 27, 2022	A
June 29, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
September 10, 2025	a
August 02, 2024	a
August 10, 2023	a
July 27, 2022	a
June 29, 2021	a

Auto-Owners Insurance Company



AMB #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address

P.O. Box 30660
Lansing, Michigan 48909-8160

[United States](#)

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



AM Best Rating Unit: [AMB #: 004354 - Auto-Owners Insurance Group](#)

View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Christopher Lewis

Director: Alan Murray

Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 31, 2025
Initial Rating Date:	May 30, 2007

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
October 31, 2025	A+
October 31, 2024	A+
October 27, 2023	A++
December 02, 2022	A++
December 09, 2021	A++
December 10, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
October 31, 2025	aa
October 31, 2024	aa
October 27, 2023	aa+
December 02, 2022	aa+
December 09, 2021	aa+
December 10, 2020	aa+

EXHIBIT Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from consultants that are interested in providing all labor, equipment, supplies, design, production and implementation of exhibits for Polk County as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-426, Graphic Design Services

Description: Provide signage consultation, design, produce, fabricate, print, install and maintain museum quality exhibits; text and graphic panels; floor kiosks; wall murals; window tints with graphics; graphics wraps; brochures; props; artifact replications; banners, custom aluminum fabrication, event signage, fabric displays, outdoor facility branding and interactive displays to provide professional products to achieve enhancement plans for Polk County Divisions.

Receiving Period: Prior to 2:00 p.m., Wednesday, September 10, 2025

Bid Opening: Wednesday, September 10, 2025 at 2:00 p.m. or as soon as possible thereafter.

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, August 27, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the consultant’s responsibility to verify if addenda have been issued.

RFP Number: 25-426

RFP Title: Graphic Design Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-426, Graphic Design Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-426
RFP Title	Graphic Design Services
Due Date/Time:	September 10, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-426 Tab 1"

"RFP 25-426 Tab 2"

"RFP 25-426 Tab 3"

"RFP 25-426 Tab 4"

"RFP 25-426 Tab 5"

"RFP 25-426 Submittal Documents"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net. Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-426
Graphic Design Services

Sealed proposals will be received in the Procurement Division, Wednesday, September 10 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, August 27, 2025, 4:00 p.m.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida ("the County"), is soliciting proposals from qualified firms to provide comprehensive services related to the consultation for signage, design, produce, fabricate, print, install and maintain museum quality exhibits; text and graphic panels; floor kiosks; wall murals; window tints with graphics; graphics wraps; brochures; props; artifact replications; banners, custom aluminum fabrication, event signage, fabric displays, outdoor facility branding and interactive displays to provide professional products to achieve enhancement plans for the County. Collectively these projects will be used for displays throughout the County, traveling tradeshow, employee recruitment booths, welcome centers, sports facilities, and special events hosted by the County.

Other services include the ability to design, develop and install museum quality audio, visual and interactive components to enhance existing exhibits and design and develop new, permanent, changing and traveling exhibits within the interior and exterior of the Polk County History Center located in Bartow, FL. This is a three-story, neo-classical, historical building.

It is the intent of the County to enter into an agreement with one firm.

Scope of Services

Polk County will expect the selected firm to provide consultation for facility and event signage, graphic design for complex projects where artwork is not provided, suggest the most effective and cost efficient solutions to produce the work requested, work with the project manager to ensure that budget and timelines are met, deliver work that meets the individual project's specifications and enhances the Polk County brand.

The firm shall be capable of taking the exhibit from concept to finished product and collaboratively work with County staff throughout the process. All respondents to this RFP shall be able to provide on-site or in office consultation, professional exhibit design including artwork and printing. The firm shall have the ability to provide on-site consultation within 24 hours of request for special events and expedited projects. The firm shall have the ability to incorporate the product request into their design/production process within two weeks of notice by County staff, for standard turn around projects. The firm shall have the capability to match the quality of the existing County exhibits and signs. All intellectual material and artwork will be the property of the County.

Exhibit space will vary each time the County has a need for a project.

Production projects and items needed for this RFP include, but are not limited to:

- General exhibit consultation and event signage planning
- Graphic concept, design and proofing
- Set design and props
- Exhibition displays, permanent and moveable
- Custom kiosks for exhibitions and tradeshow
- Tradeshow displays
- Technical graphics and 3D computer modeling
- Large format printing for meeting materials
- Architectural modeling
- Mapping and technical illustration (This is necessary to execute an accurate design for all exhibit interpretations)
- Design and production of museum quality exhibitions
- Multimedia exhibit design, installation, and maintenance. This may include exhibits utilizing sound, videos, interactive touch screen, etc., and maintenance of existing exhibits
- Exterior trail signage and kiosk signage designed, printed, and installed in a variety of mediums and sizes
- Exterior exhibit design, production and maintenance, working in natural systems and incorporating natural products into the design. Building outdoor exhibits that are durable and ADA accessible
- Interior and exterior signage including pop-up banners and special event graphics
- Design and production of brochures and other types of printed materials
- Multimedia exhibit design, installation, and maintenance. This may include exhibits utilizing sound, videos, touch screen interactive., etc., and maintenance of existing exhibits
- Exterior trail signage and kiosk signage designed, printed, and installed in a variety of mediums and sizes
- Exterior exhibit design, production and maintenance, working in natural systems and incorporating natural products into the design. Building outdoor exhibits that are durable and ADA accessible
- Interior and exterior signage including pop-up banners and special event graphics
- Design and production of brochures and other types of printed materials

- Large format high resolution scanning for fine art and digital archiving
- Vehicle graphics design and wraps
- Decals
- Art reproduction
- Printing product capabilities: various thickness of materials, ultra-board, Polyvinyl Chloride (PVC), styrene, die bond, Multi-Density Overlay Plywood (MDO), max metal, Plexiglas, canvas, photographic paper; vinyl; adhesive vinyl, routed acrylic, tradeshow media products, museum exhibit products
- Design, develop, install and maintain text and graphic panels; wall murals; wallpaper exhibits; artifact replicas; historic maps; artifact signs; exhibit signs; graphic vinyl wraps for kiosk and floor exhibits; window print hanging displays; routed reverse print acrylic prints, single and double-sided vinyl banners including 105-inch x 160-inch printed vinyl exterior banners
- Fabrication and installation, including stainless steel suspension hanging systems and reverse print acrylic hanging design, double layered base/custom shape overlaid acrylic with standoff installation, custom lettering, retractable banner stand exhibits, 105-inch x 160-inch printed vinyl exterior banners
- Building branding, ADA, wayfinding, and room ID signage

When the County has a need for scope of work services, the County will either provide the successful Proposer with a written draft scope of work proposal or will request a scope of work proposal from the successful Proposer. In either case, the County will reach out to the successful Proposer to request a meeting and/or site visit to discuss the draft scope of work within three (3) working days. The successful Proposer shall acknowledge the request and be available for the meeting and/or site visit within three (3) working days for standard turn around projects. The result of this meeting will be a final scope of work proposal agreed to by both parties within ten (10) working days after the meeting. The scope of work proposal is to include a detailed description of the services to be provided, a timeline and not to exceed (NTE) or lump sum amount. The final scope of work proposal amount will be based on the unit prices submitted in the successful Proposer's Proposal or negotiated prices, resulting from Elevation Level 4, Contract Negotiations. The NTE or lump sum amount must include:

- Number of hours to perform the scope of work
- Hourly rates by position (if NTE)
- Cost of materials specific to the scope of work

- All travel, mileage and overhead costs should be included in the hourly rate provided under Tab 4, Cost

Upon the County division's approval of the final scope of work proposal, the County division will issue a corresponding purchase order. This purchase order will authorize the successful Proposer to commence work.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The term of this agreement will be approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)

- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of two (2) and a maximum of four (4) projects that demonstrate your firm's experience with graphic design services for similar scope of work services in the past five (5) years. For each project identified please include (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact's phone number and email address
 - Cost of the services
 - Start and end date of project.
 - Brief description of the services provided.
- Please provide samples of work products provided for each project identified above. (Three (3) pages single or double sided for each project identified.) If your firm proposes to use subcontractors to assist in providing the scope of work services, please ensure one of the work product samples is from each of the subcontractors your firm will be listing below.
- Describe in-house capabilities for design tasks including artwork. (One (1) page single or double sided each)
- If applicable, list those portions of the work that your firm is not capable of performing as defined in the scope of services. For each of the services identified please include a list of subcontractors that would be performing this work.
 - For each subcontractor please provide:
 - Name of subcontractor
 - Detailed description of the work to be performed
 - How many years has your firm used this subcontractor?
 - Please ensure one of the samples of work products provided above is from this subcontractor.
- Provide firm's warranty of products produced (i.e. outdoor signs, interior exhibits) and services provided. Please list products and services followed by the warranty information including the number of years or months the warranty will be in place.

Tab 3, Approach and Methodology (40 points)

- Provide a short narrative project approach outlining how you propose to respond to and manage the work order.
- Please describe the specific abilities of the firm/team to be assigned to perform the scope of services in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.

Tab 4, Cost (10 Points)

- Please find the cost sheet "Attachment A" at the end of the document.
- All travel, mileage, profit and overhead costs must be included in the hourly rate provided.
- The proposer with the lowest total cost will receive the maximum 10 points.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)
 -

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4) 10 points
- Surveys of Past Performance (Tab 5) 10 points
- Subtotal Points 20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2) 40 points
- Approach and Methodology (Tab 3) 40 points
- Subtotal Points 80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative

(including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract

Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the

agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected Consultant, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt consultants, Employers Liability in the

amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the

commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Consultant is a responsible consultant; or (ii) give preference to a Consultant based on the Consultant's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant 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.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have 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, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful consultant must complete and submit this form prior to award. The Successful consultant must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned consultant in accordance with Florida Statue 287.087 hereby certifies that,
(Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Consultant Signature: _____

Date: _____

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Graphic Design Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$30,000 annually)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 25-426, Graphic Design Services**

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Consultant being surveyed:

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Client's staff	(1-10)	
6	Ability to resolve issues promptly	(1-10)	
7	Ability to maintain proper documentation	(1-10)	
8	Appropriate application of technology	(1-10)	
9	Overall Client satisfaction and comfort level in hiring	(1-10)	
10	Ability to offer solid recommendations	(1-10)	
11	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-426, GRAPHIC DESIGN SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-426, GRAPHIC DESIGN SERVICES

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Attachment A

RFP 20-502, Graphic Design

Bid Sheet Item #	Description	Estimate # of Hours (annually)	Price (Cost per hour)
1	Conceptual / Graphic Design	150	\$
2	Implementation / Installation	175	\$
(Items #1-2 multiplied by estimated # of Hours) TOTAL			\$

Please Note: Fabrication and production pricing varies significantly depending on the product. All costs related to the product are subject to approval by the requesting Division Project Manager.

Firm Name

August 21, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-426 Graphic Design Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-426 Graphic Design Services

Addendum #1

Question 1: For electronic submissions via Kiteworks, are we still required to submit one original and five hard-copy binders, or may we submit only the electronic package?

Answer 1: If a company submits electronically through Kiteworks, hard copies are not required. Please ensure the naming conventions outlined on page 4 of the RFP Package are followed.

Question 2: The RFP lists separate "Tab 1" through "Tab 5" PDFs. Should we upload five individually labeled PDFs (e.g. "RFP 25-426 Tab 1.pdf"), or combine everything into one bookmarked PDF?

Answer 2: Each Tab should be uploaded as a separate, individually labeled PDF, for example: *"RFP 25-426 Tab 1.pdf."*

Question 3: In reviewing the solicitation referenced in the subject line, should vendors submit proposals only if they can provide all requested services, or may vendors submit for a portion of the scope (e.g., signs, graphic panels, and design services, but not artifact replication)?

Answer 3: It is the County's intent to enter into an agreement with one firm. If a submitting firm cannot provide all requested services, the firm should complete Tab 2, Bullet Point 7 (page 10 of the RFP Package) by listing the portions of work it is unable to perform and identifying the proposed subcontractors.

Proposers Incorporation Information
(Submittal Page)

EXHIBIT Aii

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Digitech of Lakeland, Inc

DBA/Fictitious Name (if applicable): Digitech Graphics Group

TIN #: 59-2985028

Address: 320 Winter Lake Rd

City: Lakeland

State: FL

Zip Code: 33803

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jay Boatright

Phone Number: 863-668-8770

Cell Phone Number: 863-286-2771

Email Address: Jay@dtechgraphics.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: FL

The Successful consultant must complete and submit this form prior to award. The Successful consultant must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned consultant in accordance with Florida Statute 287.087 hereby certifies that,
(Name of the Business): Digitech of Lakeland, Inc does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Consultant Signature: 

Date: 9/05/2025

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-426, GRAPHIC DESIGN SERVICES**

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 9 day of September, 2025

ATTEST:

By: JoEllen Mierzwa

PRINTED NAME: JoEllen Mierzwa

Its: Bookkeeper

CONTRACTOR:

By: James Boatright

PRINTED NAME: James Boatright

Its: President

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-426, GRAPHIC DESIGN SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Digitech of Lakeland, Inc

Signature: _____

Title: President

Date: 9/9/2025

State of: FL

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2025, by James Boatright (name) as President (title of officer) of Digitech of Lakeland, Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: JoEllen Mierzwa

Printed Name of Notary Public: JoEllen Mierzwa

Notary Commission Number and Expiration: HH 526032 5/12/28

(AFFIX NOTARY SEAL)



Introduction

Founded in 1988, Digitech Inc. began as a technical consultancy specializing in computer services for engineering and scientific clients. Early expertise in custom programming, CAD, GIS/satellite mapping, and digital illustration soon expanded into large-format printing when the technology first emerged in 1990.

Over the decades, Digitech has evolved into a leader in display and communication graphics, offering tradeshow and exhibit displays, custom signage (indoor and outdoor), vehicle and fleet graphics, and creative design services. In 1998, the company rebranded as Digitech Graphics Group to better reflect its focus on visual communications.

In 2004, Jay Boatright joined the team, bringing deep experience in custom fabrication and project & event management. Under his leadership, Digitech has grown into Central Florida's most diverse provider of communication graphics, recognized for combining advanced technology, craftsmanship, and customer service across a wide range of industries.

Contact Information

3020 Winter Lake Rd.
Lakeland, FL 33803

Phone: 863-668-8770

Website: www.dtechgraphics.com

Key Contacts

****Principal:**** Jay Boatright

Phone: 863-286-2771 | Email: Jay@dtechgraphics.com

****Director of Operations:**** Samantha Marshall

Phone: 863-899-3626 | Email: Sam@dtechgraphics.com

****Accounts Receivable:**** JoEllen Mierzwa

Phone: 863-668-8770 | Email: Jo@dtechgraphics.com

****Creative Services:**** Alex McMenemy

Phone: 863-668-8770 | Email: alex@dtechgraphics.com

Digitech Graphics Group Organizational Structure

President

- Jay Boatright
 - 25+ years project management experience
 - 20+ years in custom graphics and display specification & implementation
 - Extensive knowledge of materials, construction, and fabrication methods

Director of Operations

- Samantha Marshall
 - 7+ years in tradeshow and display hardware
 - 15+ years in customer service and client account management
 - Deep knowledge of current and legacy display technology and manufacturers

Creative Manager

- Alex McMenemy
 - 25+ years graphic design experience
 - 17+ years in project concept development and permanent display design

Customer Service & Production Staff

- Skilled in project management from concept to design
- Master Certified Installers with extensive customer service expertise
- Over 30 years combined experience in the graphics and technical industry

Creative Staff

- Specialists in graphic design, exhibit design, and production artwork
- Experienced in managing both custom and large-scale projects

Staff Special Skills & Experience

- 45+ years design and engineering experience
- Expertise in 3D rendering and modeling
- 25+ years in custom display design and fabrication

Jay Boatright

President, Digitech Graphics Group

Lakeland, FL | 863.286.2771 | jay@dtechgraphics.com

Profile

Operations and Project Management professional with over 30 years of experience in project and event management, and more than 20 years in the display and graphics industry. Recognized for highly detailed project planning, in-depth knowledge of materials and production methods, and the ability to deliver exceptional results under tight deadlines. Skilled in budgeting, cost management, and leading teams through complex installations and events.

Career Highlights

- 20+ years in the display graphics and event management industry (consulting, planning, operations, project management).
- 30+ years as Operations Director for Pro-Kick Productions (producer of ISKA World Championships).
- Key liaison for major events including Sun 'n Fun Fly-In, US Open Karate Championships, and The Lake Mirror Classic Car Show.
- 20+ years in display and exhibit technical design and consultation.
- 5 years as Regional Event Director for NASKA.
- 3 years as Board Member, Central Florida Speech & Hearing.
- 3 years as Committee Chair, "Mr. Central Florida" Charity Event.

Professional Experience

Digitech Graphics Group — 2006–2021: General Manager | 2021–Present: President

Digitech Graphics Group — 2004–2006: Production Manager

Pro-Kick Productions — 1993–2006 & 2014–Present: Operations & Logistics Director

Siemens/Westinghouse — 2000–2004: Production Manager

Dynamic Healthcare Technologies — 1998–2000: Facilities and Special Events Manager

Samantha Marshall

Director of Operations, Digitech Graphics Group

Lakeland, FL | 863.668.8770 | sam@dtechgraphics.com

Profile

Results-oriented operations leader with extensive experience in customer service, sales management, and production scheduling. Recognized for professionalism, organization, and the ability to deliver results under strict deadlines. Skilled communicator with a proven record of building strong client relationships and implementing improvements that enhance efficiency and customer satisfaction.

Key Accomplishments

- Key role in the smooth transition of ownership of Digitech Graphics Group from founders to current ownership.
- Successfully filled the customer service/sales management role of a retiring founder, ensuring continuity of service.
- Promoted to Director of Operations and implemented improvements in customer service and production scheduling.

Professional Experience

Digitech Graphics Group — Lakeland, FL

- Director of Operations
 - Serve more than 12,000 clients by providing a full range of business graphic solutions.
 - Oversee day-to-day production scheduling and inter-department coordination.
 - Manage client communications, ensuring projects meet expectations and deadlines.
 - Develop advertising and marketing strategies to achieve and exceed sales objectives.
 - Recognized as an expert in tradeshow and exhibit displays.
 - Established artist and design consultant for interior displays and exhibitions.

Alex McMenemy, IV

Creative Manager, Digitech Graphics Group

Lakeland, FL | 863.660.2922 | alex@dtechgraphics.com

Profile

Creative design professional with over 20 years of experience in graphic design, signage, branding, and production. Proven expertise in Adobe Creative Suite, large-format printing, and project management. Skilled at leading creative teams, developing innovative design solutions, and managing projects from concept through final production.

Key Skills

- Expertise in Adobe Illustrator, InDesign, and Photoshop.
- Branding design and creative concept development.
- Large-format digital printing, plotting, and vinyl installation.
- Hands-on experience with signage, vehicle graphics, and installation.
- Strong creative problem-solving and client communication skills.

Professional Experience

Digitech Graphics Group — Lead Designer / Creative Manager | September 2019–Present

- Manage the Creative Services Department as lead designer.
- Serve as primary client contact and oversee projects from concept through final production files.

ImageWear — Graphic Designer | May 2019–September 2019

- Designed and created separations for retail and contract screen printing orders.

Image Depot — Graphic Designer / Sign Specialist | October 2015–April 2019

- Designed signage, screen printing, and embroidery orders in a fast-paced environment.
- Created separations for screen printing production.
- Operated wide-format printers, laminators, plotters, and heat presses.
- Performed signage and vehicle graphics installation.

FASTSIGNS of Brandon — Graphic Designer / Production Manager | June 2013–October 2015

- Designed, produced, and installed signage and vinyl graphics.

Education

Florida Gulf Coast University — Bachelor of Fine Arts, May 2009

Curtis Begley

Production Manager, Digitech Graphics Group

Plant City, FL | 813.418.1247 | curtis@dtechgraphics.com

Profile

Production Manager with over 25 years of experience in computer graphics, sign design, and production. Proven expertise in large-format printing, CNC routing, and team management. Recognized for innovative problem-solving, optimizing production efficiency, and consistently delivering high-quality results for small businesses, government agencies, and large corporations.

Career Highlights

- 27+ years of experience in computer graphics, design, and implementation.
- Certified in CET flatbed operation and ShopBot CNC routing.
- 20+ years of experience in team management, improving efficiency through time management and cost-saving practices.
- Developed innovative production techniques for complex projects, earning recognition for exceptional quality.

Professional Experience

Digitech Graphics Group — 2017–Present: Production Manager

Spectrum — 2016–2017: Residential Service Technician

BroadSpectrum — 2015–2016: MOT & OSHA Certified Technician

Danielle Fence — 2013–2014: Foreman

Fishhawk Sporting Clays — 2012–2014: Technician & Course Designer

Atomic Graphics — 1998–2012: Fabricator & Lead Installer

Company Experience & Expertise

For more than 30 years, Digitech Graphics Group has been at the forefront of visual communication, providing trusted expertise and innovative solutions for clients across a wide range of industries. Our ability to integrate seamlessly with client teams—often acting as their dedicated graphics and communications partner—has made us an essential resource for organizations that demand reliability, creativity, and technical excellence.

Project Experience

Digitech has delivered thousands of successful projects across Florida and beyond. Our work spans museums, healthcare, higher education, corporate, municipal, and event environments. Representative projects include:

- Museum Exhibits & Displays: Polk Historical Museum, The AGB Museum, Florida Air Museum, Vogel Brothers Construction.
- University & Institutional Branding: Wall murals and custom acrylic displays for Florida Polytechnic University, Florida Southern College, RP Funding Center.
- Outdoor Signage & Wayfinding: Hardee County Wildlife Refuge, FWC Fishing Trail, and Bonnet Springs Park.
- Campus & Civic Branding: Exterior communication systems and boulevard banners for Southeastern University, City of Lakeland, and Florida Polytechnic University.
- Tradeshow & Exhibit Displays: Florida Polytechnic University, BullBay Outdoors, Southeastern University, CNP Marketing, Publix Supermarkets.
- Vehicle & Fleet Branding: City of Lakeland Solid Waste, Egberts HVAC, Chadwell Supply, Polk County Tourism & Sports Marketing.
- Event Signage & Directional Systems: Sun 'n Fun Aerospace Expo, World Archery Tour World Cup, ISKA World Martial Arts Championships.
- Visitor & Attraction Installations: Polk County Visitors Center at Outpost 27 and Legoland Florida.

These examples represent only a fraction of Digitech's diverse portfolio. Our depth of experience across industries demonstrates our ability to adapt, innovate, and deliver results that exceed expectations.

Capabilities

Digitech's operations are structured into specialized departments, each staffed by experts who collaborate to provide comprehensive solutions:

- Customer Consultation & Service
 - Engage clients at project inception to define scope, budgets, and timelines.
 - Provide a full showroom showcasing tradeshow materials and custom exhibit options.

- **Graphic Design Services**
 - Award-winning creative staff with expertise in branding, signage, and exhibit design.
 - Collaborative design process to ensure client vision is achieved.
 - Excellent relationship management with other design groups if client's provide their own branding services.
- **Computer Imaging & Modeling**
 - Custom technical illustrations and hardware design.
 - 3D modeling for project visualization, previews, and proofing.
- **Fabrication Shop (5,000 sq. ft.)**
 - 3-axis CNC router for precision custom shapes and designs.
 - Comprehensive wood, plastic, and metal fabrication capabilities.
- **Graphics Printing & Production (8,000 sq. ft., climate-controlled)**
 - Three large-format printers using solvent and UV ink technologies.
 - Two large-format laminators for durable finishing.
 - Museum-grade fine art reproduction and printing.
- **Installation & Field Services**
 - Experienced technicians for delivery, installation, and maintenance of signage and exhibits.
 - Strong partnerships with specialty subcontractors for projects requiring historical or technical expertise.

Digitech Graphics Group offers not only technical capabilities, but also the consultative expertise to serve as a trusted partner for our clients. By combining design, fabrication, production, and installation under one roof, we ensure efficiency, quality, and innovation at every stage of a project.

Project Example: Polk County Historical Center Restoration

****Client:**** Polk County Historical Center

****Contact:**** Myrtice Young

100 East Main St., Bartow, FL 33830

Phone: 863-534-4385 | Email: myrticeyoung@polk-county.net

Scope

As part of a broader window restoration of the county's historic museum, Digitech Graphics Group was entrusted with restoring and modernizing exhibits and displays inside a certified historic landmark. The project required not only design and fabrication but also careful coordination with contractors across multiple trades to preserve the building's heritage.

Over the course of more than a year, our team collaborated with the general contractor and museum staff, planning demolition, repair, and reinstallation sequences. We managed costs strategically, ultimately delivering the project more than 30% under the original budget. The result was a revitalized gallery that honored historic authenticity while incorporating updated exhibit technology.

Skills & Products Applied

- Multi-trade collaboration in historic environments
- Exhibit design, fabrication, and restoration
- Custom display cases, fabric displays, and vinyl murals
- Integration of digital video display and lighting consultation
- Custom fabrication for legacy exhibit restoration
- Expert-level materials knowledge & application methods
- Historic plaster repair through certified subcontractors
- Strategic planning and phased scheduling

****Contract Amount:**** \$48,000

Polk County History Center Restoration & Improvement



- Custom Carpentry Repair
- Vinyl Wall Graphics
- Graphic Design
- PVC Printed Panels

- Custom Carpentry Repair
- Vinyl Wall Graphics
- Custom Display Cases
- Artifact Mounting & Supports



- Window Scrim Vinyls
- Custom Display Cases
- Carpentry Modifications
- Exhibit Design Consultation





- Custom Carpentry Repair
- Vinyl Wall Graphics
- Graphic Design
- PVC Printed Panels



- Fabric Information Panels
- Vinyl Wall Graphics
- Graphic Design



- Custom Carpentry Repair
- Vinyl Wall Graphics
- Graphic Design
- PVC Printed Panels



- Window Scrim Vinyl
- Exhibit Design Consultation
- Graphic Design
- Custom Exhibit Fabrication

- Display Repair & Refinement
- Epoxy Mold Fabrication
- Expert Artist - Hand painted to match existing display item



- Custom Carpentry Repair
- Custom Display Cases
- Graphic Design
- CNC Routing

Project Example: Southeastern University Tradeshow Display

****Client:**** Southeastern University

****Contact:**** Sofia Ramos

1000 Longfellow Blvd, Lakeland, FL 33801

Phone: 863-669-5489 | Email: svramos@seu.edu

Scope

Southeastern University engaged Digitech to create a contemporary tradeshow display for the AG General Council annual meeting. The goal: to design an interactive, high-impact exhibit that elevated the university's brand and drove engagement with prospective students.

Our team collaborated with SEU's marketing and creative departments, delivering a modular solution featuring aluminum extrusion, PVC, and acrylic structures. Interactive elements, A/V components, and branded retail points created an immersive environment that stood out among all exhibitors.

The result was a showpiece display that generated unprecedented interaction with SEU's target audience over five days, affirming Digitech's reputation for creating high-quality, high-performance event solutions.

Skills & Products Applied

- Exhibit design and pre-show consultation
- Modular aluminum and custom hardware fabrication
- Digital video integration & interactive elements
- Portable flooring & tradeshow hardware solutions
- Lighting consultation & rapid 3D modeling
- Expert materials knowledge for durability and impact
- Master Certified Installers coordinating with tradeshow planners
- Precision budgeting, scheduling, and delivery

****Contract Amount:**** \$44,000

Southeastern University

Tradeshow Display



- Custom Fabrication
- Modular Display
- Exhibit Design
- Custom Flooring

- SEG Fabric Printing
- On-site Build





- SEG Fabric Printing
- Custom CNC Display
- Display Painting

- Custom Exhibit Decor
- Custom Table & Shelf Construction



Project Example: Sun 'n Fun Aerospace Expo

****Client:**** Sun 'n Fun Aerospace Expo

****Contact:**** Melissa Goodson

4175 Medulla Rd, Lakeland, FL 33811

Phone: 863-904-4023 | Email: mgoodson@sun-n-fun.org

Scope

For over two decades, Digitech Graphics Group has been the trusted partner for the world's largest Aerospace Expo, drawing more than 200,000 attendees annually. Each year, our team begins planning more than six months in advance, working hand-in-hand with multiple Sun 'n Fun teams. Our role extends far beyond fabrication: we are strategic partners, aligning branding, directional signage, and sponsor recognition with the client's vision, timeline, and budget.

Our expertise across a wide range of production disciplines is showcased in this project, from outdoor truss graphics to high-quality wayfinding solutions. The Expo highlights Digitech's ability to execute flawlessly under intense deadlines, while maintaining precision, creativity, and durability in challenging outdoor environments.

Skills & Products Applied

- Outdoor fabric displays & large-format banners
- Temporary Short-term Low Cost Information Signage
- Custom frame & routed truss fabrication
- Window vinyl & interior branding
- Directional & information signage
- Rapid design services and layout support
- Advanced materials expertise
- Master Certified Installers for complex outdoor conditions
- Strategic project planning, budgeting & scheduling
- Collaboration with facility contractors for seamless integration

****Contract Amount:**** \$74,000

Sun 'n Fun Aerospace Expo

Outdoor, Event, & Branding Signage

- Flatbed Print Graphics
- Custom Truss Mount Fabrication
- On Site Installation



- Tent Gable Branding (28 total)
- Temporary Area Branding (36 total)
- Site Survey & Signage Consultation

- Custom CNC Routing and Fabrication
- PMS Color Paint Match
- Innovative design for year over year use & value





- CNC Routing
- Permanent Outdoor Signage
- High Lift Installation
- Graphic Design

- Custom Indoor Display
- Multi-Media Mounting
- Innovative Recycle of Client Owned Frame with New Graphics



- Flatbed PVC Print Window Covers
- Crash Turnaround
- Innovative Light Block Solution



- Parking Lot Graphic Vinyl
- Print to Cut Logo Technology
- High Level Sponsor Color Match



- Etched Glass Vinyl Branding



- Grand Format Printing
- Creative Branding Solution for low cost options on short term application.

Project Example: Lakeland Regional Health Christmas Float

****Client:**** Lakeland Regional Health

****Contact:**** Kendra Kramer

1324 Lakeland Hills Blvd, Lakeland, FL 33805

Phone: 863-687-1100 ext. 2820 | Email: Kendra.Kramer@mylrh.org

Scope

Lakeland Regional Health sought a one-of-a-kind presence in community holiday parades. Digitech engineered a 20' x 50' x 18' Christmas float featuring a replica of LRH's signature building, complete with a cantilevered, illuminated architectural element weighing over 150 lbs.

The project required balancing creativity with safety and engineering precision. Because the float had to be road-safe and built on an existing structure that could not be modified, our team engineered pre-fabricated components for seamless on-site assembly within a four-hour window.

The final product exceeded client expectations and demonstrated our ability to merge large-scale fabrication, advanced engineering, and creative design under intense time constraints.

Skills & Products Applied

- Technical drawings, plans, and site evaluation
- Large-format fabrication & engineering solutions
- Cantilevered structures with grand-format graphics
- Vinyl wall graphics & wood-frame construction
- Pre-fabrication & accelerated on-site installation
- Expert project planning and coordination with float contractor
- Master Certified Installers under extreme timeline pressure

****Contract Amount:**** \$8,000

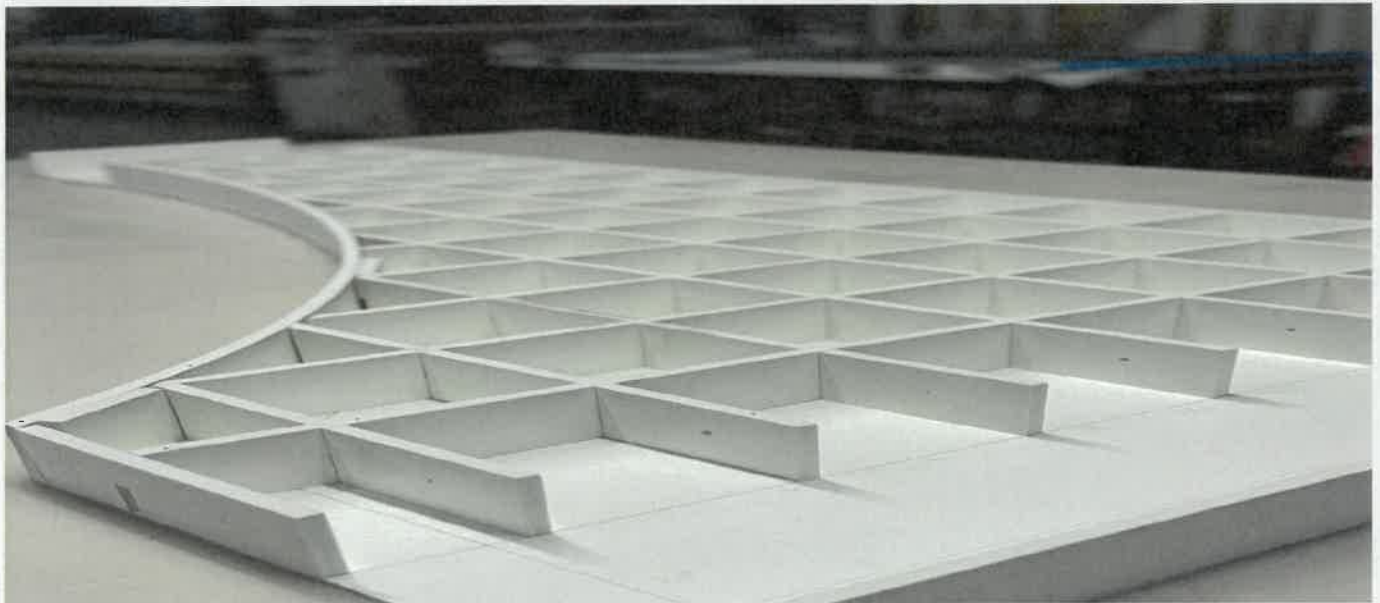
Lakeland Regional Health Architectural Parade Float



- Custom fabrication
- Architectural Design
- Structure engineering
- Exhibit overall design
- PVC Printing
- Large Vinyl Application
- CNC Routing
- Custom Support Design & Fab



- Starting structure of float.
- End Result
- No removal or drilling allowed on structure.



- Lattice support internal structure for cantilevered architectural overhangs
- Engineering, CAD drawing, CNC Routing & Fab



- Onsite Assembly
- Custom LED Lighted Halo



- Onsite Assembly in 4 hours

Product Warranty

At Digitech Graphics Group, we stand behind the quality of our products and services. Our warranties are designed to provide clients with confidence and peace of mind, knowing that every project we deliver is backed by both craftsmanship and accountability. The following warranty coverage applies across our primary product categories:

- **Banner Materials (Outdoor Use):** 1-year warranty against structural failure or excessive color loss.
- **Tradeshow Hardware and Graphics:** 1-year warranty on all graphics. Hardware warranty varies by manufacturer.
- **Custom Displays:** 1-year warranty on all graphics and custom-built display hardware. Additional limited warranties may be negotiated at the time of project development, particularly for permanent installations.
- **Vehicle Wrap Installations:** 3-year warranty against installation failure or excessive color loss.
- **Custom Fabricated Outdoor Signage and Displays:** 5-year warranty on all structural fabrication against manufacturer flaws and normal wear. 3-year warranty on all printed elements.

Creative Services

At Digitech Graphics Group, our Creative Services department blends experience, artistry, and technology to deliver design solutions that inspire and perform. With more than two decades of hands-on expertise in large-format, environmental, and exhibit design, our team has built a reputation for excellence. From multinational corporations to local businesses, we approach every project with the same commitment: to produce exceptional results on time and within budget.

Large-format and environmental graphics present unique challenges that go far beyond traditional graphic design. Our specialists understand the scale, materials, and production techniques required to deliver high-impact visuals. We guide clients through each decision, ensuring that every dollar invested yields maximum value without compromising creativity or quality.

Technology enhances our craft, but it is our people who set us apart. Our designers are expert-level users of the latest design software, pairing technical mastery with an eye for aesthetics. With advanced color systems, in-house production, and state-of-the-art printing equipment, we maintain strict quality control and color integrity from proof to installation.

Collaboration drives our process. Designers work closely with production and installation teams, ensuring seamless execution and alignment with client vision. The result is more than a finished product—it is a carefully crafted visual experience that engages, informs, and elevates brands.

Approach to Project

Digitech Graphics Group's project management approach is built on delivering the highest quality products and customer service, while meeting even the most demanding schedule requirements. Our fully in-house process allows us to manage every stage of production, ensuring efficiency, quality, and accountability from concept to installation.

Initial Consultation

Each project begins with a client consultation, typically via email or phone, led by our Management Team. This step defines the basic needs, timeline, and scope of the project. A site visit or office meeting is then scheduled to review details with our Creative and Production specialists. During this meeting, we finely detail scope, creative direction, budget considerations, and fabrication requirements.

Creative & Technical Development

Our award-winning Creative and Production teams bring decades of expertise in designing museum-quality displays and communication graphics. We provide not only visual design but also material and fabrication specifications to ensure each solution is practical, durable, and cost-effective. Based on these specifications, our team prepares a detailed project quote.

Proofing & Mock-Ups

Upon quote approval, our Creative Team develops proofs and mock-ups for client review. We revise designs as needed until the client is fully satisfied. For complex projects, we can also produce physical samples, scaled models, or 3D digital models, as specified and accounted for in the project quote.

Fabrication & Installation

Once final proofs are approved, our Production Team oversees fabrication using our state-of-the-art equipment and in-house capabilities. When fabrication is complete, we coordinate delivery and installation, ensuring a seamless process from start to finish.

Rush & Crash Services

Not all projects are complex, multi-step ventures. Many times the client only needs simple short-term solutions for event branding or presentations materials, but they are needed right away. Digitech specializes in Rush and Crash services to meet these quick turn needs, often in 24 hrs or less. While not all products are feasible on tight timelines, our team is committed to providing solutions for last-minute need, often including delivery.

Local Advantage & Commitment

As a Polk County-based, full-service provider, Digitech offers unmatched responsiveness. Because we manage all aspects of production in-house, we can meet extremely tight deadlines without sacrificing quality. Our long-standing motto captures our philosophy: "We are a Customer Service Company that happens to make Graphics & Displays."

Digitech Abilities and Innovative Approaches

Digitech Graphics Group offers a highly skilled and experienced team prepared to deliver the full scope of services outlined in this RFP. Our strength lies in combining creative innovation with technical precision, ensuring every project moves efficiently from concept through fabrication and installation.

Creative Team Skills

Our designers are experts in Adobe Creative Suite, 3D modeling, and technical illustration. They specialize in:

- Concept development and graphic proofing for large-format applications.
- Digital visualization proofing to support accurate exhibit design.
- Multimedia integration including video, sound, and interactive touch-screen interfaces.
- Color management and Pre-Flight preparation to maintain consistency across all mediums.

Production Team Skills

Our production staff brings technical expertise across a wide range of materials and processes, including:

- CNC routing, carpentry, and precision fabrication for acrylic, metal, and composite materials.
- Large-format printing on substrates such as PVC, styrene, ultra-board, canvas, vinyl, and photographic paper.
- High-resolution scanning and digital archiving for fine art and historical materials.
- Fabrication and installation of durable exterior signage, ADA-compliant wayfinding, and custom-built displays.

Project Management

Under the leadership of Jay Boatright and Director of Operations Samantha Marshall, every project is guided by scheduling, budgeting, and quality control. We emphasize client collaboration with mockups, prototypes, and digital proofing, ensuring clarity and alignment before production begins.

Commitment to Accountability

In the custom graphics industry, many projects are unique, first-time creations. Mistakes can happen. Digitech Graphics Group understands this reality and stands behind its work without hesitation. When issues arise, our team responds immediately and works non-stop until every problem is resolved to the client's satisfaction. This commitment to accountability and problem-solving is central to our reputation for reliability and trustworthiness.

Innovative Approaches

We leverage digital modeling, rapid prototyping, and in-house pre-assembly to reduce risk during installation. Our team continuously evaluates new fabrication technologies to improve durability and efficiency. With direct access to Polk County facilities and the ability to mobilize quickly, we consistently meet aggressive timelines.

Quality Assurance

Digitech Graphics Group integrates quality assurance into every phase of our project approach. By maintaining open communication between our design team, production staff, and clients, we ensure a robust quality management system that delivers reliable, high-quality results.

Site Surveys

Our process begins with methodical, meticulous site surveys to establish accurate dimensions, environmental considerations, and logistical requirements. This careful preparation ensures a solid foundation for design and production.

Proofing & Design Review

Our multi-level proofing process provides multiple checkpoints for accuracy and alignment. Each proof is reviewed by the primary designer, project manager, and the client to ensure design intent, scope, and expectations are fully met.

Pre-Production File Review

Before production begins, the project manager reviews production files with the production leader, verifying that all specifications match the original order scope and client-approved proofs.

In-House Pre-Assembly

Following initial fabrication, all project components are pre-assembled and fitted in-house. This proactive step ensures that potential installation issues are identified and resolved in advance.

Installation Oversight

During installation, the project manager personally monitors progress on-site, coordinating with installers and inviting client feedback throughout the process.

Post-Installation Review

After installation, a final walk-through is conducted with the client. If needed, a punch list of outstanding items is created, with all items resolved immediately to ensure complete satisfaction.

By embedding quality assurance at every stage, Digitech Graphics Group guarantees that every project meets the highest standards of craftsmanship, accuracy, and client satisfaction.

Attachment A
RFP 20-502, Graphic Design

Bid Sheet Item #	Description	Estimate # of Hours (annually)	Price (Cost per hour)
1	Conceptual / Graphic Design	150	\$ 100.00
2	Implementation / Installation	175	\$ 95.00
(Items #1-2 multiplied by estimated # of Hours) TOTAL			\$ 31625.00

Please Note: Fabrication and production pricing varies significantly depending on the product.
All costs related to the product are subject to approval by the requesting Division Project Manager.

Digitech Graphics Group

Firm Name

**Survey Questionnaire – Polk County
RFP 25-426, Graphic Design Services**

Myrtice Young

Polk County History Center

Phone Number: 863-904-4023 Email: mgoodson@flysnf.org

Subject: Past Performance Survey of Similar work:

Project name: 2024 -2025 History Center Restoration and Improvement Project

Name of Consultant being Surveyed: Digitech Graphics Group

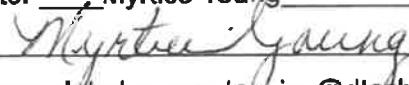
Cost of Services: Original Cost: _\$65,000 - \$85,000____ Ending Cost: _\$48,106_____

Contract Start Date: __04-2024_____ Contract End Date: __07-15-2025_____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Client's staff	(1-10)	10
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to maintain proper documentation	(1-10)	10
8	Appropriate application of technology	(1-10)	10
9	Overall Client satisfaction and comfort level in hiring	(1-10)	10
10	Ability to offer solid recommendations	(1-10)	10
11	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator __Myrtice Young_____

Signature of Evaluator: 

Please fax or email the completed survey to _jay@dtchgraphics.com_____

**Survey Questionnaire – Polk County
RFP 25-426, Graphic Design Services**

Sofia Ramos, Chief Marketing Officer

Southeastern University

Phone Number: 863-669-5489 Email: svramos@seu.edu

Subject: Past Performance Survey of Similar work

Project name: 2025 General Council Tradeshow Exhibit

Name of Consultant being Surveyed: Digitech Graphics Group

Cost of Services: Original Cost: \$45,000 to \$50,000 Ending Cost: \$43,765

Contract Start Date: 12-2024 Contract End Date: 08-07-2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Client's staff	(1-10)	9
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to maintain proper documentation	(1-10)	10
8	Appropriate application of technology	(1-10)	10
9	Overall Client satisfaction and comfort level in hiring	(1-10)	10
10	Ability to offer solid recommendations	(1-10)	10
11	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Sofia Ramos

Signature of Evaluator: 

Please fax or email the completed survey to: jay@dttechgraphics.com

**Survey Questionnaire – Polk County
RFP 25-426, Graphic Design Services**

Melissa Goodson

Sun 'n Fun Aerospace Expo

Phone Number: 863-904-4023 Email: mgoodson@flysnf.org

Subject: Past Performance Survey of Similar work:

Project name: 2025 Sun 'n Fun Aerospace Expo Event Wide Graphics and Signage

Name of Consultant being Surveyed: Digitech Graphics Group

Cost of Services: Original Cost: _\$50,000 to \$85,000___ Ending Cost: _\$74,483___

Contract Start Date: __11-2025___ Contract End Date: __04-17-2025___

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Client's staff	(1-10)	10
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to maintain proper documentation	(1-10)	10
8	Appropriate application of technology	(1-10)	10
9	Overall Client satisfaction and comfort level in hiring	(1-10)	10
10	Ability to offer solid recommendations	(1-10)	10
11	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator

Melissa Goodson

Signature of Evaluator:

Melissa Goodson

Please fax or email the completed survey to: _jay@dtechgraphics.com_

**Survey Questionnaire – Polk County
RFP 25-426, Graphic Design Services**

Kendra Kramer

Lakeland Regional Health

Phone Number: 863-662-0868 Email: Kendra.Kramer@mylrh.org

Subject: Past Performance Survey of Similar work:

Project name: Lakeland Regional Health Building Replica Christmas Float

Name of Consultant being Surveyed: Digitech Graphics Group

Cost of Services: Original Cost: _\$7,000 to \$8500___ Ending Cost: _\$7944___

Contract Start Date: __11-04-2024___ Contract End Date: __12-05-2024___

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Client's staff	(1-10)	10
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to maintain proper documentation	(1-10)	10
8	Appropriate application of technology	(1-10)	10
9	Overall Client satisfaction and comfort level in hiring	(1-10)	10
10	Ability to offer solid recommendations	(1-10)	10
11	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Kendra Kramer

Signature of Evaluator: 

Please fax or email the completed survey to: jay@dttechgraphics.com

EXHIBIT B

RFP 25-426

FEE SCHEDULE

Bid Sheet Item #	Description	Estimate # of Hours (annually)	Price (Cost per hour)
1	Conceptual / Graphic Design	150	\$ 100.00
2	Implementation / Installation	175	\$ 95.00
(Items #1-2 multiplied by estimated # of Hours) TOTAL			\$ 31625.00

Please Note: Fabrication and production pricing varies significantly depending on the product.

All costs related to the product are subject to approval by the requesting Division Project Manager.

Digitech Graphics Group

Firm Name

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|---|
| 1. Subcontractor Services | Actual Costs |
| 2. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |