

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #2

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

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/answers and requested documents added to the FTP Site.

To obtain a copy of “**RFP 25-687, Addendum 2 Attachments**,” please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “**RFP 25-687, RFP Attachments**”, select “Open” or “Save As” to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Tabatha Shirah

Sr. 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: _____

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- Q1:** Since FDOT removed DBE requirements and changed the certification process, there is confusion with our previous DBE partners as to who qualifies or what certification organization can be used. Can you clarify what DBE certifications can be used to meet this goal, and how to verify those certifications, since FDOT no longer tracks DBE status and the UCP DBE database no longer seems to function?
- A1:** Communications from FDOT state they are not currently accepting personal narratives/recertifications for the DBE program. They are awaiting final guidance from U.S. DOT regarding the updated requirements for the DBE/ACDBE program. Once those are received, FDOT will send out communication regarding the application process. At this time, please provide the information/documentation you have. We may request additional information after proposals have been submitted.
- Q2:** The RFP states that there is a DBE goal for this contract. However, per the USDOT Interim Final Rule (IFR) and guidance issued October 3, 2025, DOT grant recipients may not set DBE contract goals until the applicable state's UCP recertification is complete. Will an amendment to this RFQ be issued to address the DOT's IRF and guidance on this topic?
- A2:** As FDOT processes through this transition period, we will await communication regarding the application process.
- Q3:** Given that this is an on-call contract with undefined task order scopes, is it permissible for us to submit the DBE Utilization Statement without identifying specific DBE partners at this time? We will, of course, remain fully committed to meeting DBE participation requirements and exercising all good faith efforts to contract with qualified DBE firms as work orders are issued.
- A3:** As stated in RFP Package, Tab 7, page 17: “this list must include **all subcontractors contacting you and expressing an interest in teaming with you** on a specific DOT assisted project.” New subcontractors during the term of agreement with awarded vendor would require approval from Polk TPO.
- Q4:** Since FDOT removed DBE requirements and changed the certification process, there is confusion with our previous DBE partners as to who qualifies or what certification organization can be used. Can you clarify what DBE certifications can be used to meet this goal, and how to verify those certifications, since FDOT no longer tracks DBE status and the UCP DBE database no longer seems to function?
- A4:** See response to Question 1.
- Q5:** For the request of an original DBE Affidavit, is there a form you want the DBE firm to fill out for this, or can they just write and sign a statement on a page with their firm’s

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letterhead? If so, can the request for an original DBE Letter of Intent and an original DBE Affidavit be combined into one letter that includes a statement confirming no change in DBE status?

- A5:** A letter on the firm's letterhead can contain the DBE Letter of Intent with a notarized authorized signature. Please review the Interim Final Rule as of October 2025 for any changes in DBE requirements. Note: FDOT is not performing DBE recertifications at this time.
- Q6:** Can you provide a sample contract?
- A6:** See "RFP 25-687, Addendum 2 Attachments," folder on the FTP Site. Instructions to access above. Previous RFP Agreement provided for sample, reminder this document is for informational purposes only and will not be part of the resulting agreements.
- Q7:** Due to underwriting restrictions, Consultant would need to request the following modifications to the insurance requirements outlined in the RFP General Conditions to be compliant. Consultant needs to clarify that the County would need named as an additional insured on its Commercial General and Auto policies not a "named insured". Additionally, Consultant, as a design professional, cannot provide broad form contractual liability insurance, cannot apply contractual liability to indemnification, or provide "specifically covering" language. Indemnification provisions cover professional negligence and gross negligence, IP infringement, etc. which are not covered under commercial general liability policies. Consultant can provide contractual liability that is consistent with the contractual liability coverage afforded under the standard ISO GL form. Would the County be amenable?

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be **named as** an additional ~~named~~-insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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 VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

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Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

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:

Premises and Operations and Products/Completed Operations;

~~Broad Form~~ Commercial General Liability ~~Endorsement~~ to include ~~blanket~~ contractual liability ~~consistent with ISO CG0001 or its equivalent (specifically covering, but not limited to, the contractual obligations assumed by the Firm)~~; Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;
Independent Contractors; Policy must include Separation of Insureds Clause.

~~Comprehensive Commercial~~ Automobile 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 all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

A7: The County would be amendable to the redlined items.

Q8: As currently written, the County's indemnification provision contained in the RFP General Conditions appears to overreach what is enforceable under Fla. Stat. § 725.08. Would the County be amendable to modifying this provision as follows upon any contract award to ensure it is consistent with Fla. Stat. § 725.08?

To the maximum extent permitted by law, the Consultant shall indemnify, ~~protect~~ and hold the County, State of Florida, Florida Department of Transportation and the Polk Transportation Planning Organization and its officers, and employees and agents, harmless from and against any ~~and all, claims, actions, causes of action,~~ liabilities, ~~penalties, forfeitures,~~ damages, losses, and ~~expenses whatsoever~~ costs (including, ~~without limitation,~~ reasonable 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, to the extent ~~caused by 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 TPO entered into pursuant to this RFP,~~ (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or ~~(iv iii)~~ the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of the Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

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- A8:** The County may consider revisions to this provision during the contract negotiation phase; however, the RFP will remain unchanged at this time.
- Q9:** Could you please provide the winning packages for the previous iteration of the Polk County TPO GPC?
- A8:** See “RFP 25-687, Addendum 2 Attachments,” folder on the FTP Site. Instructions to access above. These documents are for informational purposes only and will not be part of the resulting agreements.