



CITY of POOLER
— GEORGIA —

QUESTIONS AND ANSWERS

Planning Services For City of Pooler
Safe Streets and Roads For All (SS4A)
Comprehensive Safety Action Plan

- 1. Please confirm the required number of proposal copies for submission, including whether the City requires one original, additional hard copies, and/or an electronic USB copy. (06/09/2026)**

Please submit one original and two additional copies along with one electronic copy please. (06/10/2026)

06/23/2026

- 2. Because this procurement is for professional planning services, we respectfully request that the City remove the bonding requirement language from the solicitation.**

The City acknowledges that bonding is required only when applicable in all sections of the solicitation. The language will not be removed at this time.

- 3. Appendix A (Indemnity Provision) on page 6 of the RFP references "Certified Arborist Contract Services." Does the City intend to issue an updated version of Appendix A specific to this solicitation?**

Yes, a corrected version will be provided.

- 4. Please confirm whether the City has a preference regarding single-sided or double-sided printing.**

There is no preference.

- 5. Please clarify which forms and affidavits, if any, are required from subconsultants. Appendix B references a subcontractor affidavit; however, a subcontractor affidavit form was not included with the solicitation. If subconsultant affidavits are required, will the City provide a separate subcontractor affidavit form for Appendix B?**

A subcontractor affidavit will be provided.

- 6. Please confirm whether original signed and notarized affidavits are required in the original proposal submission, or if copies of executed documents are acceptable.**

Copies are acceptable for submission. Originals will be required if selected.

7. Does this solicitation have an RFP number?

You may use the Event Title: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan or Event ID: PE-66418-NONST-2026-22 as an identifier.

06/30/2026

- 8. Appendix A (Indemnity Provision) includes a line stating, "Above provision specifically applies to the contract dated _____. " Because this solicitation is currently in the proposal phase, there is not yet an executed contract or contract date. Please advise how the City would like proposers to complete this field. Would it be acceptable to enter "Upon Award"?**

Yes, Upon Award will be sufficient

07/31/2026

- 9. Can the City confirm the number of hard copies required for submission?**

Please submit one original and two additional copies along with one electronic copy please. (06/10/2026)

- 10. Can the City confirm that Appendix A, B, C, and D must be signed by the prime firm only and included at the end of the proposal?**

Yes, Prime Firm Only for the proposal.

- 11. Would the City consider modifying Section VIII Indemnification and Appendix A Indemnity Provision with the following proposed language, which is consistent with previous contract language executed with the City? As currently written, the indemnification provision is void and unenforceable under Georgia law (O.C.G.A. § 13-8-2). Additionally, work performed under this indemnification language is uninsurable through general and professional liability insurance carriers, creating risk for both the City of Pooler and the selected Contractor.**

"In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them. This section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this section shall require the Client to indemnify the Consultant."

The City Attorney advised against changing it at this time.