



## **Questions and Answers Request for Proposals**

### **Environmental Investigation Services 2025 EPA Brownfields Grant**

January 2026

**1. You described two groups of projects to be completed at the Pre-Bid meeting. One was the Environmental Impact Program, but what was the second group?**

Funds will be used for two different sets of projects:

- PAID-owned properties, especially in Southwest Philadelphia.
- The Environmental Impact Program, throughout the city. The timing for assessing these projects will typically be compressed, because they are for PIDC lending clients going through due diligence to acquire property.

**2. Is it possible to receive a copy of the full grant application that was submitted to US EPA that resulted in the 2025 Community-wide Brownfield Assessment grant award?**

It is PIDC's and PAID's policy not to share grant applications as part of RFP processes.

**3. Did PIDC or PAID have a contractor assist in the grant application? If yes, who was the contractor?**

Yes, Fairmount Ventures assisted with the grant application. In addition, the West Virginia University Technical Assistance to Brownfield Communities (WVU TAB) team provided feedback on a draft application.

**4. Can PIDC provide the Phase I site addresses so the bidder can provide an appropriate cost for each Phase I ESA?**

The properties to be assessed have not yet been selected. They will depend on PIDC client needs once the consultant has been selected.

**5. Can PIDC provide the sites that require a Phase II ESA so that the bidder can provide an appropriate cost for each Phase II ESA?**

The properties to be assessed have not yet been selected. They will depend on PIDC client needs once the consultant has been selected.

**6. What is the expected size of the properties included in the grant?**

The properties to be assessed have not yet been selected, but the majority are expected to be commercial properties of about 1,000-5,000 square feet. In addition, there may be some former industrial properties of up to five acres or more.

**7. The project description for the EPA Grant Agreement presented in Appendix A of the RFP references the completion of twenty-one (21) Phase I and four (4) Phase II environmental site assessments (ESAs). Will the Phase II ESAs be completed on sites that also had Phase I ESAs conducted on them during this**

**Grant/proposal effort? If no, will PIDC be able to provide prior Phase I ESA documentation before commencement of the Phase II effort?**

We expect the Phase II ESAs to follow Phase I ESAs completed under this scope of work, but it is possible that one or more will be for properties with previously completed Phase I ESAs. In that case, PIDC will provide the consultant with the existing Phase I ESA.

**8. Will the Phase II ESA scopes require soil sampling and groundwater sampling?**

This will depend on the details of the selected sites.

**9. Can PIDC provide the primary contaminants of concern for the Phase II ESAs?**

This will depend on the details of the selected sites.

**10. The project description for the EPA Grant Agreement presented in Appendix A of the RFP references “holding 8 community meetings,” – is it expected that the awarded contractor is to run these meetings, or just be in attendance while the meeting is run by others? Also, which task should any associated costs be carried under?**

The awarded contractor will be expected to attend but not run the meetings. Associated costs should be categorized under project management.

**11. Estimates for tasks will vary depending on the site and areas of concern identified. Can you provide a typical property description for a Phase I ESA estimate and a list of areas of concern for a Phase II ESA estimate? Additional details on site complexity for task estimates will be helpful.**

We understand that the cost will depend on the specifics of the sites. Because the sites have not yet been selected, respondents may instead submit hourly rates for personnel identified by job title.

**12. Please clarify the fee schedule to be provided, Consultant is to submit a hour/unit rate fee structure as identified in section IV Fee and then estimated fees for items A through K in section III Scope of Work?**

**Can PAID/PIDC clarify what bid cost item breakdown is needed, and provide a preferred bid cost sheet? Do you need total project costs per task, unit rates for an individual deliverable, or GES labor, equipment, and vehicle unit rates?**

Please provide hourly rates for individual job titles. In addition, please provide estimated staff time for project management and EPA reporting, as well as daily rates for equipment/operators, unit costs for all sampling, and any other costs that may be

required to perform the requested services. Because the cost of ESAs will depend on the specifics of the sites, respondents are not required to provide overall cost estimates for ESAs separately from hourly rates and other expenses.

**13. Should the fee schedule be submitted for 2026 with annual percent increases or be fixed for the full term of the contract?**

Please provide a fee schedule with fixed fees through the length of the contract.

**14. Do prevailing wage rates apply to Phase II Site Investigations? If so please provide.**

We are required to comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts. Given the nature of the grant, we do not expect these types of activities to be performed. However, if any of these activities are needed (e.g. removal of an underground storage tank), we will request guidance from the EPA.

**15. Can PAID/PIDC clarify the format of the time estimates requested? Is PAID/PIDC expecting time estimates for an individual deliverable under each task or the overall project timeline for each task or a comprehensive schedule for the project showing each task?**

Please submit time estimates for preparing and receiving approval for required EPA forms, Phase I ESAs, Phase II ESAs, and ABCAs. We understand that the exact time to prepare ESAs will depend on the individual sites selected.

**16. Can PAID/PIDC please clarify what the expected deliverables for “4 planning documents to initiate brownfields revitalization” will include? EPA lists eight eligible site planning activities to initiate brownfields revitalization (Equitable Development Activities, Brownfields Area-Wide Planning, Site Reuse Assessment, Land Use Assessment, Market Study, Infrastructure Evaluation, Community Health Assessment, Site Disposition Strategy).**

This refers to Quality Management Plans (QMPs) that are required to be submitted annually. It does not include any of the eight eligible site planning activities described in this question.

**17. During the pre-proposal meeting on Thursday, December 11 you mentioned that the professional services agreement in the RFP was not correct and that a new one would be provided for bidders to review. How and when will that be made available to potential bidders?**

Please see the updated professional services agreement, attached.

**18. Appendix B of the RFP is a Professional Services Agreement. Per Section IX of the RFP, it appears that respondents are not required to include an executed copy of the Professional Services Agreement as part of a proposal submission. Can you please confirm?**

This is correct. Respondents should submit any proposed changes to the Professional Services Agreement provided in the RFP.

**19. Will the PIDC select one or multiple environmental consulting firms?**

Depending on the responses, we are open to selecting one or multiple consulting firms.

**20. Would PAID/PIDC be willing to extend the bid due date by one week?**

Yes, we are extending the due date to Friday, January 23, 2026 at 5:00pm EST.

**21. What is the anticipated award date?**

We expect to make a selection by March 1, 2026.

**22. Can PAID/PIDC identify any MBE/WBE/DBE goals (whether local or federal) that need to be met for this proposal?**

While there are no MBE/WBE/DBE goals (local or federal) that need to be met for this proposal, we strongly encourage small, local businesses to submit proposals. We also encourage larger businesses to partner with smaller, local businesses.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of \_\_\_\_\_ by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1500 Market Street, Suite 3500 West, Philadelphia, PA 19102 (hereinafter referred to as “**PAID**”) and [ORGANIZATION NAME], a [Entity Type] organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at [Street Address], Philadelphia, PA [ZIP Code] (hereinafter referred to as “**Provider**”).

WITNESSETH:

WHEREAS, PAID received a 2025 USEPA Community-Wide Assessment Grant to complete environment assessments on a number of properties throughout Philadelphia; and

WHEREAS, PAID desires to contract with Provider to provide all necessary services, including supervision, workforce, equipment and provision of material, to successfully perform the following environmental investigative and grant reporting services to various to be determined properties, located in the City of Philadelphia.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

### 1. **Scope of Services.**

Provider, for and in consideration of the compensation described in Section 3 below, agrees to provide professional services to PAID in accordance with the scope of services outlined in Exhibit “A” attached hereto and made a part hereof (the “**Scope of Services**”).

### 2. **Term.**

The term of this Agreement shall commence on [\_\_\_\_\_] and shall expire on June 30, 2029 unless an Event of Default (hereinafter defined) occurs, in which case this Agreement will terminate in accordance with Section 6 below.

### 3. **Compensation.**

PAID agrees to pay Provider a sum not to exceed four hundred forty eight thousand and four hundred dollars (\$448,400). Before any compensation shall be due, Provider shall furnish PAID with an invoice for payment for professional services provided in accordance with this Agreement. Such fee shall be paid to Provider within [thirty (30)] days after PAID’s receipt and approval of an invoice from Provider describing the services provided and any other ancillary charges, in such detail as PAID may reasonably require. Provider shall not incur or charge PAID for any other fees or expenses without PAID’s prior written authorization. Performance beyond the limitations set forth in this Agreement (either financial or otherwise) shall be at the sole risk and responsibility of Provider and PAID shall have no obligation to pay Provider for fees or expenses exceeding the amount stated in this Section 3 or the terms of this Agreement.

#### **4. Representations, Warranties and Covenants.**

As an inducement to enter into this Agreement, Provider represents, warrants and covenants as follows:

(a) Neither Provider and nor any entities under common control with Provider or controlled by Provider are currently indebted to PAID, the Philadelphia Industrial Development Corporation (“**PIDC**”), and/or the City of Philadelphia (the “**City**”), and will not, at any time during the term of this Agreement, be indebted to PAID, PIDC, and/or the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to PAID, PIDC, and/or the City has been established. Provider shall remain current during the term of the Agreement with all such payments. In addition to any other rights or remedies available to PAID at law or in equity, Provider acknowledges that any breach or failure to conform to this Section 4 may, at PAID’s option, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to PAID’s satisfaction within a thirty (30) days or such other reasonable time frame specified by PAID in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement in accordance with Section 6, below (in which case Provider shall be liable for all excess costs and other damages resulting from the termination). Provider acknowledges and understands that any false certification or representation under this Section 4 may be subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(b) Provider shall perform the services set forth in the Scope of Services using personnel of skill, experience, and qualification and in a professional and workman-like manner in accordance with commercially reasonable standards for similar services and shall devote adequate resources to meet its obligation under this Agreement.

(c) All services rendered and documents prepared by Provider shall strictly conform to all applicable laws, statutes and ordinances, and the applicable rules regulations, methods and procedures of all governmental boards bureaus offices, commissions and other agencies.

#### **5. Default.**

Each of the following shall constitute an Event of Default: (a) failure by Provider to comply with the terms and conditions of this Agreement; (b) failure by Provider to act in accordance with (i) federal, state or local law or (ii) applicable regulations, rules or procedures of governmental boards, commissions or other agencies; or (c) debarment of Provider by federal, state or local agency.

#### **6. Termination.**

Upon the occurrence of an Event of Default, PAID may terminate this Agreement by providing written notice to Provider. Any exercise by PAID of this right of termination shall be in addition to and not in substitution for any other rights or remedies under applicable laws. Notwithstanding anything to the contrary in this Agreement, Sections 5, 6 and 8 shall survive termination of this Agreement.

#### **7. Insurance.**

Provider shall, at its own cost and expense, procure and maintain in full force and effect, covering the performance of the services under this Agreement, Professional Liability Insurance with the minimum limit of One Million and 00/100 Dollars (\$1,000,000.00).

**8. Indemnification.**

(a) Provider shall indemnify, defend and hold harmless PAID, PIDC, and the City from and against any and all losses, costs (including litigation costs and counsel fees) suits, claims, actions, damages, liability and expenses, including, but not limited to those in connection with loss of life, bodily and personal injury or damage to property to the extent that they may be caused by Provider's act or omission or the act or omission of Providers' agents, subconsultants, employees, or servants pursuant to this Agreement.

(b) If Provider receives notice of a legal claim against it in connection with this Agreement, Provider shall submit the appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and within ten (10) business days to PAID.

**9. Assignment.**

Provider shall not assign or transfer any interest in or under this Agreement in whole or in part (whether by assignment or notation), without the prior written approval of PAID. PAID reserves the right to assign any interest in this Agreement in its sole discretion.

**10. Ownership of Materials.**

Provider shall make available to PAID, upon PAID's request, a copy of any materials prepared by or for Provider in performance of this Agreement, at no cost to PAID. All materials prepared by Provider shall be the sole and absolute property of PAID and PAID shall have title thereto and unrestricted use thereof.

**11. Confidentiality.**

Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall maintain in strict confidence any and all records, documents and data furnished by PAID to Provider in relation to this Agreement and all deliverables, work product(s), items of work and other materials created by Provider in relation to this Agreement ("**PAID Data**"). Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall not, without PAID's written permission, issue, divulge, disclose, publish, communicate, or distribute any PAID Data to any person or entity except as may be strictly necessary to perform under this Agreement.

**12. Public Disclosure.**

Provider hereby acknowledges that PAID is an Agency as defined under the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**") and that this Agreement and records related to or arising out of this Agreement, including but not limited to e-mails and notes, may be subject to public disclosure pursuant to the RTKL.

**13. Miscellaneous.**



- (a) This Agreement, including the Scope of Services attached hereto in Exhibit "A" contains the entire agreement between the parties and supersedes all prior negotiations, representations agreements and understandings, written and oral, regarding the subject matter of this Agreement.
- (b) The individuals executing this Agreement on behalf of Provider and PAID have the authority to execute same and represent that said execution binds Provider and PAID to this Agreement.
- (c) This Agreement may not be waived, altered or modified except by an agreement in writing and signed by the parties hereto.
- (d) If any provision of this Agreement shall for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- (f) This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- (g) This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (h) Time is of the essence of the Provider's obligations under this Agreement and the Scope of Services.
- (i) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same Agreement. This Agreement may be electronically signed, and the parties agree that any electronic signatures on this Agreement will be treated in all respects as having the same force and effect as original signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PHILADELPHIA AUTHORITY FOR  
INDUSTRIAL DEVELOPMENT

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]\_\_\_\_\_  
Title: [\_\_\_\_\_]\_\_\_\_\_

[PROVIDER]

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]\_\_\_\_\_  
Title: [\_\_\_\_\_]\_\_\_\_\_

**Exhibit “A”**  
**Scope of Services**