



REQUEST FOR PROPOSAL

Consultant Services for Mid-Hudson Landfill Gas Biofilters Project as requested by the Hudson Valley Regional Council

Submit RFP via email to:

Mary Lambert
Climate Action Planning Manager
mlambert@hudsonvalleyrc.org

Eleanor Peck
Deputy Executive Director
epeck@hudsonvalleyrc.org

RFP Submittal Deadline: 12:00 PM (EST), May 8, 2025

Hudson Valley Regional Council
105 Ann Street #2
Newburgh, NY 12550
<https://hudsonvalleyregionalcouncil.org/>

The Hudson Valley Regional Council reserves the right to reject any and all proposals.

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I. INTENT

The Hudson Valley Regional Council (HVRC) is seeking a consultant (CONSULTANT) to assist HVRC with various components of its five-year Environmental protection agency (EPA) funded [Mid-Hudson Landfill Gas \(LFG\) Biofilters Project](#).

HVRC is issuing this Request for Proposals (RFP) to select a CONSULTANT to provide intermittent support for this Project over a five-year period. The CONSULTANT will assist on an as-needed basis to support HVRC in data quality assurance, assisting with LFG measurement methodology, and in calculating greenhouse gas (GHG) emissions mitigated from biofilters as described in more detail below. This is a virtual consultant position, although occasional in-person field work and interactions are preferred.

II. BACKGROUND

A. Hudson Valley Regional Council

HVRC was established in 1977 as an organization of county governments in the Mid-Hudson Region, comprising Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester counties. HVRC is funded by federal and state grant programs as well as contracted work with local governments and annual contributions from member counties. The staff at HVRC assist municipalities and eligible entities throughout the Region with climate action planning mitigation and adaptation efforts.

B. Mid-Hudson Landfill Gas Biofilters Project

In November 2024, HVRC received EPA grant funding for this Project to reduce LFG emissions at fourteen municipal landfills in the Mid-Hudson Region through the implementation of biofilters. The Project is being funded by the [EPA's Climate Pollution Reduction Grant Implementation Program](#). As part of this Project, HVRC will be measuring baseline LFG emissions at the fourteen landfills, designing and installing biofilters to capture and mitigate methane coming from LFG vents at these landfills, and measuring LFG post-biofilter implementation. Data collection and analysis will continue through 2029. For more information, see [HVRC's Climate Pollution Reduction Grant project page](#).

III. SCOPE OF WORK

CONSULTANT will be retained through 2029 to support Project tasks outlined below. Specific task assignments will be determined on a month-to-month basis. Regular check-ins and progress evaluations will be conducted to align CONSULTANT efforts with Project objectives and deadlines.

Planned tasks include, but may not be limited to:

LFG Measurement

- Evaluation of LFG measurement and monitoring equipment.
- Review and analysis of LFG monitoring and measurement methodology.
- Miscellaneous tasks associated with LFG measurement.

Data Quality Assurance

- Review of data for accuracy and reliability, including quality control procedures.
- Review of data for completeness and consistency, including verification, validation, usability and acceptance criteria as outlined in Project’s combined Quality Assurance and Quality Management Plan (draft currently under review by EPA).
- Confirmation of regulatory compliance and documentation.

Data Analysis and Calculations

- Analyze LFG data.
- Calculate GHG emissions pre- and post-biofilter installation.
- Assist with calculating total Project GHG emissions reductions.

CONSULTANT will assist with the review and implementation of the combined Quality Assurance and Quality Management Plan. As detailed in the draft Plan, CONSULTANT will act in part as Project Quality Assurance Manager (QAM).

Applicants to this RFP will represent a Firm/Company and will include a team or individual(s) possessing experience and expertise in LFG measurement and analysis, as well as landfill gas biofilter design principles. Applicants should demonstrate a clear understanding of the scientific, technical, regulatory, and operational aspects involved with the Project.

The CONSULTANT should have the following experience and/or skill sets:

- Experience with drafting and implementing data management and quality assurance plans.
- Proficiency in LFG measurement, preferably using a trace gas analyzer and flux chambers.
- Ability to calculate greenhouse gas emissions from LFG emissions.
- The ability to effectively and efficiently support the above-mentioned and related tasks.

IV. SUMMARY OF KEY DATES: PROCUREMENT & PROJECT SCHEDULES

The schedule below highlights key dates for both Consultant procurement and Project timeframe.

Action Item	Timeline
RFP Release Date	Wednesday, April 9
RFP Questions Submission Deadline	Thursday, April 17
Responses to RFP Questions Posted	Tuesday, April 22
Proposals Due	Thursday, May 8
Consultant Selection & Contract Execution	Thursday, May 15

V. PROPOSAL REQUIREMENTS

A. Submission

Proposals must be submitted via email to mlambert@hudsonvalleyrc.org with a subject line: “2025 Landfill Gas Biofilters Project RFP”.

Applicants should include names, resumes, and hourly rates for each consultant assisting with this Project

Proposals, in accordance with the format prescribed below, **will be received until 12:00 pm on Thursday, May 8, 2025**. Any responses received after this closing date and time shall not be reviewed.

Note that submission of any proposal indicates acceptance by the applicant of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

B. Questions

General inquiries concerning the Request for Proposals must be made in writing via email to: Mary Lambert, mlambert@hudsonvalleyrc.org.

All questions or requests for interpretation shall be made in writing and emailed to the email address above. To receive consideration, such questions must be received by **Thursday, April 17**.

General inquiries and their responses will be posted to HVRC’s RFP location on its website (<https://hudsonvalleyregionalcouncil.org/cprglandfills>) by **5:00pm, Tuesday, April 22**. Where applicable, responses shall be incorporated into any resulting contract. It shall be the responsibility of the respondent to access general inquiry responses posted to HVRC’s webpage.

C. Proposal Format

Written proposals should include, at a minimum, the following information in the order requested:

1. **Cover Letter.** A letter signed by an officer of the Firm/Company or individual, binding the applicant to all of the commitments made in the proposal.
2. **Contact Information.** Name and address of the applicant
3. **Statement of Qualifications and Experience,** including a brief description of the Firm/Company’s approach to the Project as well as the relevant professional history, background, and related projects / areas of expertise / experience. Also provide all personnel at Firm/Company assigned to the Project, including resumes of key personnel.
4. **Scope of Work.** Confirmation of respondent’s ability to fulfill scope of work and a full discussion of respondent’s approach to supporting HVRC’s implementation of the Project.
5. **Resumes.** Please provide a resume for CONSULTANT and any/all persons assisting CONSULTANT throughout the course of the Project.
6. **References.** Please provide a minimum of two references for similar work, including the name of the referenced project, project description, project period, budget and cost, and hyperlinks to any relevant plans or documents. Also include the client name, primary contact person, phone number, and email.

7. **Fee Proposal.** The fee proposal shall include an hourly fee structure, as well as any costs associated with carrying out this project. Applicants should include the name(s) and hourly rates for each staff assisting with the project, and an estimated time/task breakdown allocated by team member. Please include description of any quality control procedures if relevant. HVRC has budgeted \$37,500 for this consultant line.
8. **Example of similar report, or related work product.** Relevant work should demonstrate familiarity with LFG or gas monitoring and measurement, and greenhouse gas calculations associated with LFG emissions.
9. **Certificate of Good Standing** provided by CONSULTANT'S / FIRM'S/COMPANY'S state. Any and all fees associated with obtaining the Certificate shall be borne by the applicant.
10. **Insurance Requirements.** Respondents shall affirm their ability to meet the following insurance requirements. Successful respondent will be expected to maintain insurance as noted in this section and provide an ACCORD Form acceptable to HVRC with submission of signed contract. The following types and amounts of insurance shall be maintained for the duration of the Project: workers' compensation insurance as required by law; \$1,000,000 of employer's liability insurance; commercial general liability insurance of \$1,000,000 combined single limit for bodily injury and property damage; automobile liability insurance of \$1,000,000 per occurrence for bodily injury and property damage covering all vehicles, including hired, owned and non-owned vehicles; and professional liability insurance in the amount of \$1,000,000 per claim/\$2,000,000 aggregate. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date of executed contract. The commercial general liability insurance must include contractual liability coverage, including coverage for any indemnities. HVRC shall be made additional insured on the commercial general liability and professional liability policies. All policies shall be endorsed to include a waiver of subrogation in favor of HVRC.
11. **Proposed Subconsultants.** The successful respondent will assume sole responsibility for completion of tasks required in this RFP. HVRC will consider only one firm/company as the sole contact point regarding contract matters, whether subconsultants are used for one or more parts of this Project. Respondents who intend to subcontract one or more elements of this Project to other firms/companies shall identify those work elements to be subcontracted and the firm/individual subconsultants. All subconsultants shall be included in the respondent's statement of qualifications. HVRC retains the right to refuse proposed subconsultants.
12. **Additional Documents.** Respondents shall submit signed versions of the following additional materials:
 - a. Statement of Non-Collusion.
 - b. Certificate of Compliance with NYS Sexual Harassment Law.
 - c. Certification of Compliance with the Iran Divestment Act.
 - d. Non-Discrimination Clause.
13. **Additional information** HVRC may think is useful.

V. SELECTION CRITERIA

The selection committee will evaluate the applicants based on the following criteria:

- Thoroughness and clarity of the proposed work, schedule, and plan to accomplish the tasks for this Project.
- Qualifications and experience of personnel to be assigned to the Project.

- Clear understanding of the tasks, and overall goals and outcomes of the Project.
- Experience on similar projects. Preference will be given to consultants who have relevant experience.
- Hourly rate of CONSULTANT(s).
- References.
- Additional Information.
- HVRC may request additional information from respondents to finalize evaluation.

Based upon the evaluation of proposals submitted, finalists may be required to discuss their proposal with a review committee. Qualifications, Project approach, and ability to provide the required services to best serve the needs of HVRC can be expected to be topics of conversation.

HVRC and the review committee may elect to negotiate with the top ranked respondents and to accept modifications to the proposed scope of services and/or price when such an action is in the Project's best interest. Additional clarifying information may be requested to aid in the decision-making process.

SIMPLIFIED ACQUISITION PROCESS GUIDELINES AND INFORMATION

HVRC's programmatic work is principally funded by federal and state grants. HVRC's procurement methods and procedures are governed by the methods and procedures of the principal governing funding entity. Whether funds are transferred by HVRC to other entities via subawards or subcontracts, HVRC will follow the procurement guidelines outlined by the principal governing funding entity, in this case the EPA.

ADDITIONAL TERMS AND CONDITIONS

Compliance with Applicable Laws

The successful CONSULTANT shall comply with all applicable federal, state and local laws and regulations as may be applicable. The successful CONSULTANT must take into account compliance with all regulations applicable to such plans and will also be subject to the Terms and Conditions of the EPA grant. Applicants are advised to review all applicable federal and state regulations prior to submitting a proposal.

The CONSULTANT (along with the CONSULTANT's Firm/Company) also agrees that it will hold HVRC and its member municipalities harmless and indemnify HVRC and its member municipalities from any action that may arise out of any act by the CONSULTANT concerning lack of compliance with these laws and regulations.

Ownership of Proposals/Freedom of Information

All proposals submitted in response to this RFP are to be the sole property of HVRC and shall be subject to the provisions of Article 6 (Sections 84-90 of the NYS Public Officers Law (Freedom of Information Law)). Reports and materials developed by the successful applicant under a contract that may result from this RFP are considered public information and may not be copyrighted.

Costs Incurred

This request for proposals does not commit HVRC to award a contract nor to pay any costs incurred in the preparation of a response to this request. HVRC will not be liable in any way for any costs incurred by applicants in replying to this RFP.

Severability

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Oral Presentation

RFP respondents may be required to give an oral presentation of their proposal to HVRC. This provides an opportunity for the applicant to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. If needed, HVRC will schedule the time and location of these presentations. Oral presentations are an option of HVRC and may or may not be conducted even if scheduled.

Subcontracting

The successful applicant shall not award any portion of the work to a subconsultant without prior written approval of HVRC. The acceptance of any and all subconsultants shall reside with HVRC. The successful applicant shall be fully responsible to HVRC for its performance and finished products.

Assigning/Transferring of Agreement

Any successful applicant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from HVRC.

Amending or Canceling Request

HVRC reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so. HVRC reserves the right to decide not to consider any or all of the Firm/Company's submitting information in response to this request.

Waiver of Informalities

HVRC reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

Collusion

By submitting a proposal, the applicant implicitly states that his/her proposal has not been made in connection with any other competing applicant submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of HVRC either directly or indirectly assisted in the respondent's proposal preparation. Firm/Company shall sign the certificate incorporated in this RFP (see Attachment B) relating to non-collusion and submit it with the proposal.

Termination

HVRC may terminate any contract(s) or any part of any contracts resulting from this process at any time for any reason as shall be stipulated in any forthcoming contract(s). Reasons for termination include but are not limited to cause, default or negligence on the part of the selected applicant; or if the selected applicant fails, in the opinion of HVRC, to meet the general terms and conditions of any resulting contract, or fails to provide a level of service that is deemed to be in the best interest of HVRC.

The Contract may be terminated in whole or in part by either party for its convenience, provided that no such termination may be affected unless the party is given 1) not less than thirty (30) days written notice of intent to terminate.

Indemnification

To the fullest extent permitted by law, CONSULTANT shall be legally liable and responsible for, and shall indemnify and hold harmless HVRC and its respective officers, employees, and agents, and participating towns, (hereinafter the “Indemnified Parties”) from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorney’s fees), judgments and damages (hereinafter “Losses”), to the extent arising out of or alleged to arise out of the negligent acts, omissions or willful misconduct of the CONSULTANT or any CONSULTANT, SUBCONSULTANT, employee, or agent of the CONSULTANT, provided, however, that the CONSULTANT shall not be responsible for that portion, if any, of a Loss that is determined to be caused by the negligence of the HVRC. The CONSULTANT specifically agrees that its SUBCONSULTANTS, agents, or employees shall possess the requisite experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save HVRC and participating towns harmless from and against all claims, suits, actions, damages, judgments, reasonable attorney’s fees and costs of every description arising from and alleged to arise from the negligent performance of the services of the CONSULTANT under this Agreement.

Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT’s failure to meet professional standards resulting in errors in the work. Nothing in this Section or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or HVRC. Notwithstanding anything in this agreement, in no event shall either the CONSULTANT or HVRC be liable to the other for any indirect, special, or consequential damages whether arising in contract tort (including negligence), statute or strict liability.

The CONSULTANT shall assume responsibility and liability for personal bodily injury to the CONSULTANT and/or damage to its property arising from activities associated with the CONSULTANT’s performance of its Work on this project except for any personal bodily injury and/or property damage caused by the solely negligent activities or willful misconduct of HVRC, its employees or its agents. Further, it is expressly understood that, to the fullest extent permitted by law, the CONSULTANT shall hold HVRC harmless, from and against all claims, suits, actions, damages, reasonable attorney’s fees, and costs of every description to the extent resulting from personal bodily injury and/or damage to the CONSULTANT’s property while furnishing services pursuant to this Agreement. CONSULTANT will waive subrogation in favor of HVRC and participating towns with respect to all insurance coverages, including workers compensation.

To the fullest extent permitted by law, The CONSULTANT shall indemnify and hold HVRC and participating towns harmless against any and all claims and losses arising out of, alleged to arise out of, or in connection with infringement of intellectual property rights by CONSULTANT. The CONSULTANT shall promptly and diligently defend, at the CONSULTANT’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the CONSULTANT is responsible under this Section, and, further to the CONSULTANT’s indemnification obligations.

The CONSULTANT shall, and shall cause any agents of CONSULTANT to, cooperate with HVRC in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONSULTANT and/or any agent of the CONSULTANT in connection with CONSULTANT Agreement.

The provisions of this Section shall survive the termination of CONSULTANT Agreement.

The standard of care for all services performed or furnished by the CONSULTANT and its sub-CONSULTANTS will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality.

VI. SUPPLEMENTAL REQUIREMENTS AND ATTACHMENTS

Applicants are required to submit the following forms along with their application:

- Statement of Non-Collusion.
- Certificate of Compliance with NYS Sexual Harassment Law.
- Certification of Compliance with the Iran Divestment Act.
- Non-Discrimination Clause.

The following form is to be submitted only if applicant wins the bid:

- Hold Harmless Agreement.

STATEMENT OF NON-COLLUSION

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the respondent and affirmed by such respondent as true under the penalties or perjury; non-collusive bidding certification.

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor.
- (3) No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

a. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirm the truth thereof, such penalties being applicable to the respondent, as well as the person signing in its behalf.

Signed: _____
(Authorized Signature)

Name: _____
(Legal Name of Applicant)

Title: _____

Company: _____

Date: _____

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

By submission of this bid, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the respondent has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Signed: _____
(Authorized Signature)

Name: _____
(Legal Name of Applicant)

Title: _____

Company: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

(To be Completed by Each Respondent)

Each respondent, any person signing on behalf of any respondent and any assignee or subconsultant and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each respondent and any subconsultant or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should HVRC receive information that a respondent is in violation of the above-mentioned certification, HVRC will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then HVRC shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the respondent in default.

HVRC reserves the right to reject any bid or proposal from a respondent that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any respondent that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she
(Name of Individual Signing this Certification)

Is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of Respondent)

the respondent/applicant nor any proposed subconsultant is identified on the Prohibited Entities List.

Signed: _____
(Authorized Signature)

Name: _____
(Legal Name of Applicant)

Title: _____

Company: _____

Date: _____

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Firm/Company agrees as follows:

- a. The Firm/Company will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take Firm/Company action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Firm/Company will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Consultant's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take a Firm/Company active action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Company/Consultant, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Company/Consultant shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Firm/Company will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Firm/Company will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Firm/Company will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Firm/Company has not complied with these non-discrimination clauses, and the Firm/Company may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Firm/Company and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Consultant, the Consultant will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Consultant in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

h. The Firm/Company will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subconsultant or vendor as to operations to be performed within jurisdiction of locale of the Project being contracted by the Owner. The Company/Consultant will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Company/Consultant becomes involved in or is threatened with litigation with a subconsultant or vendor as a result of such direction by the Contracting Agency/Owner, the Consultant shall promptly notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Signed: _____
(Authorized Signature)

Name: _____
(Legal Name of Applicant)

Title: _____

Company: _____

Date: _____

HOLD HARMLESS AGREEMENT

Note – this is for informational purposes only. You are required to submit this unless you are selected.

To be Approved by Your Attorney.

The Consultant (and any/all subconsultants) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, HVRC, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by HVRC or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

RESPONDENT/CONSULTANT _____

FIRM/COMPNY NAME _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

NOTARY:

Subscribed and sworn to before me this _____ day of _____, 20_____

(Dated)

Notary Public

(Signature)

(Print Name)

BID DATE: _____