



REQUEST FOR PROPOSAL

Biofilter DESIGN AND CONSTRUCTION Services for Mid-Hudson Landfill Gas Biofilters Project as requested by the Hudson Valley Regional Council

Submit RFP via email to: rfp@hudsonvalleyrc.org

RFP Submittal Deadline: 12:00 PM (EST), September 15, 2026

Hudson Valley Regional Council
105 Ann Street #2
Newburgh, NY 12550
845-564-4075
<https://hudsonvalleyregionalcouncil.org/>

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

Table of Contents

I. INTENT 3

II. BACKGROUND 3

 A. Hudson Valley Regional Council 3

 B. Mid-Hudson Landfill Gas Biofilters Project 3

III. SCOPE OF WORK..... 4

IV. HVRC RESPONSIBILITIES 7

V. SUMMARY OF KEY DATES: PROCUREMENT SCHEDULE 9

VI. PROPOSAL REQUIREMENTS 9

 A. Submission..... 9

 B. Questions 10

 C. Proposal Format 11

VII. SELECTION CRITERIA..... 13

VIII. PERFORMANCE STANDARDS AND ESTABLISHED QA/QC PROCEDURES 15

IX. PROCUREMENT GUIDELINES AND INFORMATION 17

X. RESOURCES 22

APPENDICES 23

Appendix A: Supplemental Site Data and Landfill Information 24

Appendix B: Post-Closure Monitoring and Maintenance Materials 26

Appendix C: Quality Assurance Project Plan and Management Plan (QAP/MP) 27

Appendix D: Cost Proposal Template..... 28

Appendix E: Required Proposal Forms and Certifications..... 29

 E-1. STATEMENT OF NON-COLLUSION 30

 E-2. CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW 31

 E-3. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT 32

 E-4. HOLD HARMLESS AGREEMENT 33

I. INTENT

The Hudson Valley Regional Council (HVRC) seeks a RESPONDENT to assist HVRC with its five-year U.S. Environmental Protection Agency (EPA) funded [MID-HUDSON LANDFILL GAS \(LFG\) BIOFILTERS PROJECT \(PROJECT\)](#).

HVRC is issuing this Request for Proposals (RFP) to select a RESPONDENT to provide engineering design, implementation, construction, performance testing and optimization, and related technical services for landfill biofilters as described in more detail below. The selected RESPONDENT will be retained through October 2029, unless extended by written amendment.

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. HVRC helps municipalities access and understand information and grants from the state and federal levels and provides technical assistance on environmental and sustainability programs, economic development, materials management, and water resources.

B. Mid-Hudson Landfill Gas Biofilters Project

In November 2024, HVRC was awarded funding from the EPA to implement a regional initiative aimed at reducing landfill gas (LFG) emissions at municipal solid waste landfills across the Mid-Hudson Region. The Project is supported through the [EPA's Climate Pollution Reduction Grant Implementation Program](#), which funds near-term, high-impact strategies to reduce greenhouse gas emissions.

The primary objective of the Project is to reduce methane emissions through the design and installation of engineered biofilters at Landfill Gas venting locations. HVRC anticipates implementing biofilters at up to thirteen participating landfills. These systems will use porous biologically active media that supports methanotrophic bacteria to oxidize methane and significantly lower the overall impact of vented LFG in a cost-effective and scalable manner.

This RFP covers the system design and installation, commissioning, and post installation monitoring defined as a 12-month monitoring and optimization period that captures all four seasons, followed by quarterly maintenance assessments through to the end of the contract term (October 2029). Post-installation monitoring shall quantify methane concentrations, flow rates, and overall methane emissions to evaluate system performance and guide operational adjustments. HVRC will continue routine project monitoring, data collection and management, performance tracking, and EPA reporting through October 2029. The selected RESPONDENT shall coordinate its work with HVRC and provide defensible measurements of methane reduction, greenhouse gas accounting, uncertainty analysis, and complete QA/QC documentation.

This data-driven approach will allow HVRC to evaluate performance, refine best practices, and develop replicable models for other municipalities.

For more information, see [HVRC's Mid-Hudson Landfill Biofilter Project page](#).

III. SCOPE OF WORK

The selected RESPONDENT will be retained through October 2029. Any extension of the contract term will require a written amendment. The selected RESPONDENT will be fully responsible for the tasks expressly assigned to the selected RESPONDENT in this RFP and any resulting contract.

- 1. Data Analysis and Vent Prioritization:** Analyze baseline methane concentration, atmospheric pressure, gas flow, and environmental data collected to date by HVRC from participating landfills to inform location, number, and size of biofilters to implement. The RESPONDENT shall apply a defensible prioritization framework, including the three-tier methane screening approach outlined in the Quality Assurance Project Plan and Management Plan (QAPMP). This framework shall be applied to the identified landfill vents, while recognizing that the final number of vents, vent conditions, and site conditions are subject to field verification before final design and construction recommendations are made.

***Deliverables:** Data analysis and vent-prioritization memorandum identifying reviewed data, recommended priority vents or locations, data gaps, assumptions, field-verification needs, and recommended next steps for design.*

- 2. Site Assessments and Feasibility Analysis:** Conduct site evaluations at the participating landfills as needed to evaluate vent condition, gas flow, site constraints, topography, access, utilities, erosion, steep slopes or unstable ground condition, frost, stormwater, ecological constraints, and gas-migration risks to inform biofilter feasibility and optimal placement. The RESPONDENT shall not recommend blocking or capping low-flow vents without a site-specific migration analysis and written regulatory approval.

***Deliverables:** Site assessment and feasibility summary for each evaluated landfill, including observed site conditions, feasibility considerations, constraints, potential biofilter locations, data gaps, and recommended next steps.*

- 3. Engineering Design:** Develop site-specific biofilter system designs and a basis-of-design report for a minimum 10-year system design life. Biofilter designs shall address vessel or bed sizing, structural components, piping connections, condensate management, access considerations, and stormwater controls, freeze protection, snow accumulation, freeze and thaw conditions, safety, structural stability and long-term maintainability.

Due to the closed-landfill setting and the need to minimize disturbance to landfill cover systems, HVRC prefers modular, prefabricated, standardized, or otherwise scalable biofilter designs that can be constructed or assembled off site to the extent technically feasible, and then transported and installed on site with limited field disturbance. Designs shall minimize on-site excavation, heavy equipment use, construction duration, safety risks, and impacts to landfill cover, drainage, venting, and access conditions.

Media specifications shall support gas flow, oxygen penetration, and moisture retention and should prioritize locally available compost and woody material blended with pea gravel or other coarse material where technically suitable. Biofilter designs shall account for seasonal temperature variation, snow cover, drainage limitations, and winter operation and maintenance needs. Prepare stamped drawings and technical specifications as required. The RESPONDENT

shall ensure that all methane biofilter design and construction documents are reviewed, stamped, and signed by a New York State-licensed Professional Engineer with demonstrated prior experience with methane biofilters, landfill gas systems, or comparable environmental design and construction projects.

Deliverables: *Basis-of-design report, design drawings, technical specifications, construction documents, and other design materials needed to support biofilter construction. Final design and construction documents shall be reviewed, stamped, and signed by a New York State-licensed Professional Engineer.*

4. **Permitting and Regulatory Coordination:** Support HVRC in preparation of all technical submittals regarding Design and Construction of Biofilters needed for NYS Department of Environmental Conservation (NYSDEC) review and other authorities, including site-management-plan updates, permit or approval applications, responses to agency comments, and final record documentation.

Deliverables: *Materials needed to support NYSDEC or other regulatory review, including permit or approval support, help with responses to agency comments, and final regulatory documentation, as applicable.*

5. **Subawards and Sub-contractors:** Identify any proposed subawards, subcontractors, partner firms, or other supporting entities that will assist with completion of the methane biofilter design and construction scope. For each proposed entity, the RESPONDENT shall describe its anticipated role, scope of work, qualifications, estimated level of effort, and relevant experience. The RESPONDENT shall remain responsible for coordinating and managing all proposed supporting entities to ensure that assigned work is completed in accordance with the approved scope, schedule, technical requirements, and deliverables.

Deliverables: *reports on proposed supporting entities, roles, scopes of work, qualifications, estimated level of effort, and relevant experience.*

6. **Procurement of Biofilter Materials and System Components:** The RESPONDENT shall be responsible for procuring the materials, equipment, and system components necessary to complete the biofilter design, construction, commissioning, optimization, and closeout scope. Procurement shall be consistent with the approved design documents, technical specifications, project schedule, landfill requirements, and applicable federal, state, and local requirements.

Deliverables: *Procurement summary and technical submittals for biofilter materials, equipment, and system components, as applicable, including documentation needed for HVRC review and project records.*

7. **Construction:** Construct the biofilters in accordance with approved design documents, technical specifications, landfill requirements, safety plans, applicable regulatory requirements, and the final scope approved by HVRC. Construction shall address site-specific landfill conditions and considerations identified during design, site assessment, and regulatory coordination. The RESPONDENT shall be responsible for construction quality, field coordination, schedule management, and completion of the work in a manner that supports safe installation and long-term biofilter performance. In addition, all work done under this RFP is subject to Build America, Buy America (BABA) requirements as well as Davis-Bacon Act requirements for prevailing wage labor. Details are provided in Resources section.

Deliverables: Biofilters, Construction completion documentation for each installed biofilter, including as-built notes, photographic records, approved field changes, material documentation, and confirmation that construction was completed in accordance with approved design documents and applicable requirements.

8. **Construction Oversight and Quality Assurance:** Provide construction administration services, including site visits during installation, verification of media placement and system integrity, confirmation that installations meet design specifications, and compliance with approved drawings; document deficiencies and corrective actions; and submit photographic records.

Deliverables: Construction oversight reports, photographic records, deficiency and corrective-action log, and final construction quality assurance summary for each installed biofilter.

9. **Commissioning and Performance Testing:** Prepare a commissioning and performance-verification plan consistent with the approved QAPMP; conduct and oversee system startup; verify that each biofilter is installed and functioning as intended; confirm that operating conditions are safe; and identify any adjustments needed before biofilter systems move into the monitoring and optimization period. The selected RESPONDENT shall also support and coordinate with HVRC on baseline and post-installation methane monitoring protocols to ensure that commissioning, performance testing, and subsequent optimization activities are aligned with HVRC's monitoring approach, EPA and Climate Pollution Reduction Grant (CPRG) reporting needs, and project quality objectives.

Deliverables: Commissioning and performance-verification plan, startup documentation, field observations, corrective-action items, and commissioning summary for each installed biofilter.

10. **Monitoring and Optimization:** Conduct monthly monitoring for at least 12 months after commissioning, covering all seasons, and optimizing media depth, moisture, aeration, flow distribution, and other operating parameters. The monitoring approach shall measure or reliably estimate inlet and outlet methane loading, target approximately $\pm 10\%$ accuracy for inflow and $\pm 20\%$ for outflow and 70-95% methane oxidation efficiency with an uncertainty analysis. The RESPONDENT may propose simpler or innovative performance indicators after the initial validation period, provided the method is technically defensible and aligned with EPA GHG accounting requirements.

Deliverables: Monitoring plan, 12 monthly monitoring summaries, QA/QC documentation, performance data, uncertainty analysis, optimization recommendations, and final optimization memorandum.

11. **Quarterly Maintenance Assessments and Ongoing support:** After the 12-month optimization period, conduct quarterly maintenance and condition assessments through project termination, recommend and coordinate parametric adjustment and corrective maintenance with HVRC, and provide technical continuity for design questions, unusual events, media replacement, and underperforming systems. HVRC will continue its own routine monitoring and grant reporting.

Deliverables: Quarterly maintenance assessment reports, condition summaries, corrective maintenance recommendations, adjustment recommendations, and technical support memoranda, as needed.

12. **Ongoing Support:** Through project termination, the selected RESPONDENT will provide technical continuity as needed to ensure that systems are properly designed, safely constructed,

effectively monitored in accordance with this RFP and resulting contract, and optimized to achieve measurable methane reductions across the participating landfill sites.

Deliverables: Technical support documentation, meeting notes or memoranda as needed, responses to technical questions, and documentation of recommendations related to system performance, maintenance, unusual events, or underperforming systems.

- 13. Biofilter Removal, Relocation, and Site Restoration** If a participating municipality determines that it does not wish to retain a biofilter system after installation, pilot testing, monitoring, or project closeout, the selected RESPONDENT shall support HVRC with appropriate removal, relocation, or site restoration activities, as directed by HVRC. The selected RESPONDENT shall assist HVRC in evaluating whether the biofilter materials, equipment, media, piping, structures, or other system components can be reused or relocated to another participating municipality or eligible project site. Where relocation is feasible, the selected RESPONDENT shall provide technical support for decommissioning, transport planning, reinstallation considerations, and documentation needed to safely and effectively transfer the system or reusable components.

If relocation or reuse is not feasible, the selected RESPONDENT shall support proper removal, disposal, recycling, or site restoration in accordance with applicable federal, state, local, landfill, and grant requirements. Site restoration may include removal of temporary materials, restoration of venting conditions, documentation of final site conditions, and confirmation that the site is left in a safe and acceptable condition. All removal, relocation, reuse, disposal, or restoration work shall require prior written approval from HVRC and, where applicable, the participating municipality, NYSDEC, EPA, or other regulatory authorities. The selected RESPONDENT shall provide final documentation of any removed, relocated, reused, disposed, or restored biofilter components as part of project closeout.

Deliverables: Removal, relocation, reuse, disposal, or site restoration documentation, as applicable, including evaluation of reusable components, recommended approaches, required approvals, final site condition documentation, and closeout records.

NOTE: For more information and details, see the Appendices. The selected RESPONDENT shall be responsible only for the tasks expressly assigned to the selected RESPONDENT in this RFP and any resulting contract.

IV. HVRC RESPONSIBILITIES

HVRC will retain responsibility for grant administration, final approvals, municipal coordination, and routine project monitoring and reporting, unless a specific task is expressly assigned to the selected RESPONDENT in this RFP or resulting agreement.

HVRC responsibilities will include the following:

- 1. Grant Administration and Compliance Oversight:** HVRC will manage overall grant administration, including coordination with EPA, CPRG reporting requirements, budget tracking, reimbursement documentation, and general compliance oversight.

2. **Municipal Coordination:** HVRC will serve as the primary liaison with participating municipalities, landfill owners, and local government contacts. HVRC will coordinate municipal communications, site access requests, meeting scheduling, and local approvals.
3. **Project Oversight and Final Decision-Making:** HVRC will provide overall project direction and retain final approval authority for site selection, biofilter locations, design acceptance, construction authorization, implementation decisions, and major project milestones.
4. **Baseline Monitoring and Existing Data Management:** HVRC will provide available baseline methane monitoring data, site information, post-closure monitoring and maintenance materials, landfill cheat sheets, and other supporting documents to the RESPONDENTS. HVRC will continue routine project monitoring and data management unless otherwise specified in the final scope of work.
5. **EPA Reporting and Greenhouse Gas Reduction Documentation:** HVRC will remain responsible for submitting required reports to EPA and documenting project progress, methane reduction outcomes, grant deliverables, and greenhouse gas reduction benefits. The selected RESPONDENT shall provide technical information, monitoring results, calculations, and supporting documentation needed for HVRC's reporting.
6. **Review and Approval of the selected RESPONDENT Deliverables:** HVRC will review and approve selected RESPONDENT deliverables, including data review findings, site assessment reports, feasibility recommendations, basis-of-design documents, design drawings, construction plans, monitoring plans, performance reports, maintenance recommendations, and closeout materials.
7. **Coordination with Regulatory Agencies:** HVRC will participate in coordination with NYS DEC, EPA, and other applicable agencies as needed. The selected RESPONDENT shall support technical submittals and responses, but HVRC will remain the lead project entity for regulatory communication unless otherwise directed.
8. **Procurement and Contract Administration:** HVRC will manage the RFP process, respondents evaluation, contract negotiation, contract execution, and selected RESPONDENT payment administration. HVRC will also review any proposed subcontractors, co-consultants, or partner firms prior to approval.
9. **Community and Stakeholder Communication:** HVRC will coordinate public-facing communication, municipal updates, project summaries, website updates, meeting notices, and other stakeholder engagement related to the Project.
10. **Training and Long-Term Municipal Support:** HVRC will coordinate with the selected RESPONDENT and the participating municipalities on training needs, operations and maintenance guidance, municipal handoff, and long-term project support through the end of the grant period.

11. Final Records and Project Closeout: HVRC will gather and maintain final project records, grant files, respondent deliverables, municipal correspondence, reporting documentation, and closeout materials required for EPA, CPRG, and HVRC recordkeeping purposes. HVRC will also develop Operations and Maintenance manuals to support municipal staff with inspection procedures, media management, troubleshooting, safety protocols, and long-term maintenance needs. The selected RESPONDENT shall support HVRC by providing system-specific technical information, diagrams, maintenance recommendations, troubleshooting guidance, safety considerations, and lessons learned from design, construction, commissioning, and optimization activities.

V. SUMMARY OF KEY DATES: PROCUREMENT SCHEDULE

The schedule below highlights key dates for the procurement, evaluation, selection, and contract execution process for this design and construction RFP. HVRC reserves the right to modify the schedule, extend deadlines, waive oral presentations, or adjust the selection and contract execution timeline as needed.

Action Item	Timeline
RFP Release Date	July 31, 2026
RFP Questions Submission Deadline	August 10, 2026
Responses to RFP Questions Posted	August 17, 2026
Proposals Due	September 15, 2026
Proposal Review and Evaluation	September 16–25, 2026
Optional Oral Presentations / Interviews (if required)	September 24–25, 2026
Review Compilation and RESPONDENT Selection	September 28–29, 2026
Notice of Selected RESPONDENT	September 30, 2026
Contract Negotiation and Execution	October 1–15, 2026
Anticipated Project Kickoff	Mid-October 2026, following contract execution

VI. PROPOSAL REQUIREMENTS

A. Submission

Proposals must be submitted via email to rfp@hudsonvalleyrc.org with the subject line: “**2026 Biofilters DESIGN AND CONSTRUCTION Project.**”

RESPONDENTS shall submit the **Technical Proposal** and **Cost Proposal** as two separate electronic files under separate cover. The Technical Proposal shall not include any cost information, pricing, hourly rates, fee schedules, budget details, or other financial information. HVRC will first review and evaluate Technical Proposals based on technical qualifications. Cost Proposals will be reviewed separately after the technical evaluation is completed.

The Technical Proposal shall include, at a minimum, the RESPONDENT's project understanding, technical approach, detailed project plan, scope of work by task, project schedule, staffing plan, team qualifications, resumes of key personnel, relevant experience, subcontractor roles, proposed deliverables, quality control procedures, health and safety approach, regulatory and permitting approach, and ability to meet applicable federal requirements, including Build America, Buy America (BABA) requirements and Davis-Bacon Act prevailing wage requirements where applicable and as further described in the Resources section. The Technical Proposal should clearly demonstrate the RESPONDENT's ability to successfully complete the Biofilter DESIGN AND CONSTRUCTION Project; however, it shall not include any cost or pricing information.

A budget narrative and complete Cost Proposal Template for the Biofilter DESIGN AND CONSTRUCTION Project shall be included in the separate Cost Proposal. The Cost Proposal should break out, among other things, design versus construction phases, direct versus indirect costs, materials, equipment, monitoring, maintenance, reporting, closeout, and any proposed subawards, subcontractors, partner firms, suppliers, vendors, or other supporting entities.

RESPONDENTS should include names, resumes, roles, and estimated level of effort for each person assisting with this Project in the Technical Proposal. Hourly rates, labor costs, fee schedules, and other cost information shall be included only in the separate Cost Proposal. All subcontracted work should be clearly identified in the Technical Proposal and priced out only in the Cost Proposal.

The proposed team should demonstrate prior experience in landfill gas systems, methane oxidation or biocovers, air monitoring instrumentation, greenhouse gas accounting, the New York State landfill regulatory framework, and multi-site municipal implementation. A New York State-licensed Professional Engineer with expertise in similar environmental design and construction systems must be responsible for reviewing, stamping, and signing the proposed biofilter designs and construction documents.

Proposals, in accordance with the format prescribed below, must be received by **12:00 PM ET on September 15, 2026**. Any responses received after this closing date and time shall not be reviewed.

Submission of a proposal indicates acceptance by the RESPONDENT of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in any resulting contract.

Failure to submit the Cost Proposal separately, or inclusion of cost information within the Technical Proposal, may result in the proposal being deemed non-responsive.

B. Questions

General inquiries concerning the Request for Proposals must be made in writing via email to: rfp@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 5 PM ET on **August 10, 2026**. RESPONDENTS shall not rely on oral interpretations.

General inquiries, their written responses, and any addenda will be posted to HVRC's RFP location on its website (<https://hudsonvalleyregionalcouncil.org/cprglandfills>) by 5 PM ET on **August 17, 2026**. Only a written addendum issued by HVRC may modify this RFP or become part of the resulting

contract. 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 RESPONDENT to all the commitments made in the proposal.
2. **Contact Information.** Name and address of the RESPONDENT.
3. **Statement of Qualifications, Key Personnel 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 roles, qualification and resumes of key personnel, including Lead Design and Construction Project Manager, New York State-licensed Professional Engineer, and any other key staff providing assistance throughout the course of the Project.
4. **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's name, primary contact person, phone number, and email.
5. **Scope of Work.** Confirmation of the RESPONDENT's ability to fulfill the Scope of Work and a full discussion of the RESPONDENT's proposed technical approach, including phased implementation, construction, commissioning, monitoring, optimization, maintenance, data management, and risk controls to support HVRC's Project. Work may be authorized in phases and tied to approved deliverables. Where applicable, phases or specific tasks may proceed concurrently, provided the work is coordinated, technically appropriate, and approved by HVRC.
 - Phase 1: Data Verification, Site Assessment, Pilot Selection, and Basis of Design.
 - Phase 2: Pilot/Final Engineering Design, NYSDEC Coordination, Procurement, Site-Specific Construction, Construction Oversight/Quality Assurance, Commissioning, and Performance Verification.
 - Phase 3: At least 12-Month Post-Installation Monitoring and Optimization, Data Analysis Support, QA/QC Documentation, and Reporting.
 - Phase 4: Full Deployment, Quarterly Maintenance Assessments through October 2029, Training Support for Participating Municipalities, Ongoing Technical Support, and Project Closeout.

HVRC may authorize one or more phases, or portions of phases, based on site readiness, data availability, regulatory coordination, funding availability, project priorities, and implementation needs.

6. **Budget Proposal.** The project budget shall include a complete budget breakdown of all costs associated with carrying out this Project, including a budget narrative and completed Cost Proposal Template, with the following main recommended sections: The project budget shall include a complete budget breakdown of all costs associated with carrying out this Project, including a budget narrative and completed Cost Proposal Template. The budget should include the following recommended categories:

- **Design & Engineering:** Recommended 15–20% of the RESPONDENT’s proposed cost, including data review, site assessment, feasibility analysis, basis of design, engineering design, stamped drawings, technical specifications, reasonable design revisions resulting from NYSDEC or other regulatory review, and design-related project management. Any substantial redesign, additional field investigation, or major scope change required by regulatory review shall require prior written approval from HVRC before additional work is performed.
- **Construction & Materials:** Recommended 50–70% of the RESPONDENT’s proposed cost, including procurement of biofilter materials, equipment, system components, off-site fabrication or assembly, on-site placement and assembly, construction labor, construction oversight, and construction quality assurance.
- **Contingency:** Recommended 10–15% of the RESPONDENT’s proposed cost, to cover site variability, media replacement, weather conditions, access constraints, field coordination needs, or unexpected construction conditions. Contingency shall be clearly identified and shall not be used without prior written approval from HVRC.
- **Data collection / monitoring and maintenance cost:** Recommended 10–15% of the RESPONDENT’s proposed cost, including commissioning, performance verification, monthly monitoring for at least 12 months after commissioning, optimization, QA/QC documentation, uncertainty analysis, and quarterly maintenance assessments through October 2029.
- **Reporting, Data Management, Project Management, QA/QC, Training Support, and Closeout:** as needed based on the RESPONDENT’s proposed approach, including technical memoranda, reporting, data management, O&M support materials, municipal training support, final project documentation, and closeout records.
- Additionally, the budget shall include the number of biofilters the RESPONDENT estimates can be designed, constructed, commissioned, monitored, optimized, maintained, and closed out under the proposed cost approach.
- The name(s), roles and hourly rates for each staff member assisting with the Project, and an estimated time/task breakdown allocated by team member.
- Any proposed subawards, subcontractors, partner firms, suppliers, vendors, or other supporting entities shall be clearly identified and priced out.
- A description of all financial management and cost control procedures, including budget tracking, invoice review, documentation of expenditures, subcontractor cost oversight, Davis-Bacon wage documentation where applicable, BABA-related cost documentation where applicable, change control, and procedures for ensuring costs remain consistent with the approved project budget
A brief description of all financial quality control procedures, including financial controls, budget tracking, invoicing, subcontractor costs, compliance cost documentation.

The RESPONDENT shall identify key assumptions, exclusions, optional innovation costs, and any cost impacts associated with applicable federal requirements, including BABA, Davis-Bacon, reporting, recordkeeping, and flow-down requirements, where applicable and as further described in the Resources section.

- 7. Certificate of Good Standing** provided by RESPONDENT’S state. Any and all fees associated with obtaining the Certificate shall be borne by the RESPONDENT.
- 8. 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; Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; 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 (Errors and Omissions) with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Professional Liability insurance shall be maintained for a minimum of three (3) years beyond the date of the contract executed. The Commercial General Liability Insurance must include contractual liability coverage, including coverage for the indemnities. HVRC shall be named an 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.

9. 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.

10. 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.
- e. Acknowledgment of Addenda and Federal Compliance Certifications, if any addenda or certifications are issued with this RFP.

11. Additional information HVRC may think is useful. Unrequested marketing brochures or generic promotional materials will not be scored and should not be submitted.

V. SELECTION CRITERIA

The selection committee will evaluate and score responsive proposals and the RESPONDENTS based on the following criteria:

- 1. Thoroughness and clarity of the proposed work, schedule, and plan to accomplish the tasks for this Project — 30%.** Proposed technical approach, work plan, deliverables, phased pilot strategy, risk controls, and ability to meet the Scope of Work.
- 2. Qualifications and experience of personnel to be assigned to the Project — 10%.** Availability of key personnel, relevant professional credentials, New York State Professional Engineer capacity, staffing plan, and demonstrated ability to manage a multi-site project.

3. **Clear understanding of the tasks, and overall goals and outcomes of the Project — 15%.** RESPONDENT's understanding of landfill gas conditions, methane biofilter or biocover design, construction requirements, monitoring needs, and methane reduction objectives.
4. **Experience on similar projects — 10%.** Preference will be given to respondents who have relevant experience. Preference will be given to respondents who have relevant experience with landfill gas, methane biofilters/biocovers, environmental monitoring, construction oversight, greenhouse-gas accounting, pilot-scale implementation, and federally funded environmental or infrastructure projects.
5. **Budget/Cost proposal— 25%.** Reasonableness, completeness, cost effectiveness, unit costs, assumptions, and alignment of the cost proposal with the proposed technical work plan and hourly rate of RESPONDENT(s).
6. **References and Testimonials — 5%.** Feedback from clients for similar work and evidence of successful project performance, schedule management, budget management, communication, and quality of deliverables shall be assessed.
7. **Innovation—(5%).** Creative, technically defensible approaches that have demonstrated potential to enhance methane mitigation, improve biofilter performance, reduce construction impacts, improve scalability, reduce lifecycle costs, or reduce long-term monitoring and maintenance burden will be evaluated under this criterion. Innovation may include, but is not limited to:
 - **Modular or prefabricated biofilter designs** that simplify installation, reduce construction impacts, improve consistency, and support replication across multiple landfill sites.
 - **Standardized or scalable design approaches** that can be adapted to different vent conditions, landfill settings, site constraints, or implementation phases.
 - **Construction approaches** that reduce disturbance, improve safety, limit impacts to landfill cover systems, or improve constructability under challenging site conditions.
 - **Lifecycle cost-reduction strategies** that improve long-term maintainability, reduce replacement needs, simplify operations, or lower future maintenance costs.
 - **Monitoring or performance-verification innovations** that improve reliability, reduce long-term monitoring burden, or provide validated performance indicators without sacrificing data defensibility.
 - **Data management or reporting improvements** that support QA/QC, EPA/CPRG reporting, performance tracking, and clear documentation of methane reduction benefits.
 - **Seasonal performance improvements** that address winter operation, freeze-thaw conditions, drainage, moisture management, snow cover, or other climate-related constraints.
 - **Municipal operation and maintenance improvements** that make the systems easier for participating municipalities to inspect, maintain, troubleshoot, or retain after project closeout.
 - RESPONDENTS should clearly identify whether any proposed innovation is included in the base proposal or offered as an optional approach, alternate, add-on, or future consideration. Optional innovation components will be evaluated for technical merit, feasibility, cost-effectiveness, scalability, risk, compliance with applicable requirements, and alignment with HVRC's project objectives.
8. **Additional Information:** HVRC may request additional information from RESPONDENTS to finalize evaluation. This includes any information submitted by the RESPONDENT that demonstrates the RESPONDENT's ability to successfully complete the Project, including work

samples, resumes, project examples, technical memoranda, design examples, monitoring plans, or other supporting documentation relevant to the Scope of Work.

Based upon the evaluation of proposals submitted, finalists may be required to discuss their proposal with a review committee through an oral presentation. Qualifications, project approach, proposed design strategy, phased pilot approach, monitoring and uncertainty-analysis methods, construction plan, schedule, federal-compliance approach, team structure, cost assumptions, and ability to provide the required services to best serve the needs of HVRC can be expected to be topics of conversation. The oral presentation may be used to validate and clarify the written proposal and may result in score adjustments supported by the committee record. These presentations are expected to be conducted virtually unless otherwise requested by HVRC. If HVRC requests or offers an in-person presentation for RESPONDENTS located within New York State or the Hudson Valley region, participation shall be at the RESPONDENT's own expense. HVRC will not provide compensation or reimbursement for travel, preparation time, or any other costs associated with participation in the oral presentation or interview process.

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.

VI. PERFORMANCE STANDARDS AND ESTABLISHED QA/QC PROCEDURES

The primary project goal is to deliver verified methane reductions supported by sound, reproducible measurements. The design target is 70-95% methane oxidation efficiency under suitable loading and environmental conditions. Defensibility of emission reductions is critical. Any claimed emission reductions must be measurable, well-documented, and able to withstand technical review. RESPONDENTS shall explain expected performance by season and loading range and quantify uncertainty; the target is not an unconditional guarantee for every vent or sampling event.

Additionally:

1. The Minimum System Design Life; 15 years. Minimum warranty period: 10 years. RESPONDENTS shall state the proposed workmanship, materials, and performance warranties; media replacement intervals; and exclusions.
2. Initial Monitoring Accuracy Requirements: target $\pm 10\%$ for inlet flow or methane loading and $\pm 20\%$ for outlet flow or emissions. If the RESPONDENT proposes a different or simpler method, it shall demonstrate comparable decision-quality performance and provide a quantitative uncertainty analysis.
3. Media performance standards: specify gradation, porosity or air-filled pore space, organic content, bulk density, moisture-holding capacity, pH, temperature range, settlement allowance, drainage, oxygen levels and oxygen-transfer characteristics. Favor locally sourced compost or woody material combined with pea gravel or another coarse amendment when suitable.

Baseline & Measurement Protocol Requirements

Respondent is required to:

1. Use consistent flow measurement equipment according to established QA/QC procedures.
2. Establish defensible EPA aligned GHG accounting methodology that reports inlet methane mass, outlet methane mass or flux, oxidation efficiency, mass reduction, carbon-dioxide-equivalent reduction, data qualifiers, and uncertainty.
3. Provide raw and processed data, calculation files, metadata, QA/QC review, uncertainty analysis, and a transparent audit trail in formats acceptable to HVRC.

Post-Installation Measurement Requirements

The RESPONDENT shall propose a complete, design-compatible methodology for measuring or estimating inlet methane loading, outlet methane emissions, methane oxidation efficiency, and methane mass reduction. Baseline estimates may combine validated landfill-gas concentration and vent-flow measurements. Post-installation performance monitoring may include inlet and outlet gas-flow and concentration measurements, flux-chamber testing, surface-emissions monitoring, mass-balance calculations, or another technically valid and appropriately documented method.

The proposed methodology shall describe, at a minimum:

- Monitoring equipment and instrument specifications;
- Sampling locations, frequency, duration, and seasonal coverage;
- Calibration, verification, maintenance, and field-check procedures;
- Methods for calculating methane loading, methane emissions, oxidation efficiency, and mass reduction;
- Instrument detection limits and applicable reporting limits;
- Measurement uncertainty and propagation of uncertainty through performance calculations;
- Data-screening, validation, qualification, and corrective-action procedures; and
- QA/QC documentation, field records, calibration records, calculation files, and data-retention requirements.

The methodology shall be sufficiently reproducible and defensible to support system design, commissioning, performance verification, optimization, and reporting of claimed methane emission reductions.

Risk Assessment, Lifecycle & Contingency Planning

The Respondent is required to address:

- Site-specific risk assessment and failure scenarios including settlement, erosion, flooding, frost, vandalism, vent blockage risks, animal interference, media failure and contingency plans for underperforming systems across all municipal sites.
- Health & safety planning consistent with OSHA and landfill safety standards

- Media inspection and replacement criteria and schedule, cost assumptions and procedures for maintaining porosity, moisture, pH, temperature, and airflow.
- Communications and Knowledge Transfer: provide clear diagrams, public-facing technical explanations, municipal training content, and lessons learned and scaling recommendations.
- Note: Respondent may be required to support public-facing technical explanations, provide visuals/diagrams suitable for community presentations to support regional buy-in, assist with EPA-required communications, provide lessons-learned and recommendations for scaling to additional landfills.

If recommended, please address or provide information on:

- Potential phased installation schedule across sites, including coordination plan with landfill operators.
- Minimization of operational and ecosystem disruption, especially during spring and fall bird migratory and mating seasons.
- Centralized data tracking system and reporting dashboard consistent with equipment used to date.

Warranty & Performance Assurance

- Consider: Performance guarantee language, post-installation adjustment period. Biofilters can be sensitive to moisture, temperature, and flow variability, build in protection.

VII. PROCUREMENT GUIDELINES AND INFORMATION

This procurement is being conducted in accordance with 2 CFR Part 200 (Uniform Guidance) and applicable EPA regulations and guidance, as well as HVRC's procurement policies. The method of procurement is competitive sealed proposals (Request for Proposals). All proposed costs must be allowable, allocable, and reasonable in accordance with 2 CFR Part 200 Subpart E.

This procurement is intended to promote full and open competition, and no RESPONDENT shall be given an unfair advantage. Award will be made to the responsive and responsible RESPONDENT whose proposal is determined to be most advantageous to HVRC based on the evaluation criteria, weighting, and selection process set forth in this RFP. HVRC may consider technical qualifications, experience, project understanding, approach to the work, references, cost, interviews, clarifications, and any other evaluation factors identified herein.

The Mid-Hudson Landfill Biofilters Project consists of multiple project components designed to reduce methane emissions and improve the long-term sustainability of closed municipal landfills. Project funding is distributed across these components, including landfill gas monitoring and assessment, quality assurance planning, biofilter design and implementation, long-term performance monitoring, and optional renewable energy feasibility studies and pollinator habitat enhancements. Accordingly, the budget associated with this procurement represents only the portion of the overall project funding allocated to the scope of work described in this RFP. The remaining project funds are reserved for the other project components in accordance with the EPA-approved work plan and project budget.

VIII. ADDITIONAL TERMS AND CONDITIONS

1. Compliance with Applicable Laws

The selected RESPONDENT shall comply with all applicable federal, state and local laws and regulations as may be applicable. The selected RESPONDENT 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. RESPONDENTS are advised to review all applicable federal and state regulations prior to submitting a proposal.

The selected RESPONDENT, including its employees, subcontractors, partner firms, suppliers, vendors, and other supporting entities, 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 selected RESPONDENT concerning lack of compliance with these laws and regulations.

2. Federal Compliance and Flow-Down Requirements

The selected RESPONDENT shall comply with all applicable federal grant requirements, including but not limited to 2 CFR Part 200, EPA/CPRG requirements, BABA requirements, Davis-Bacon prevailing wage requirements where applicable, reporting requirements, recordkeeping requirements, and audit requirements.

The selected RESPONDENT shall ensure that applicable federal requirements are flowed down to all subawards, subcontractors, partner firms, suppliers, vendors, and lower-tier entities, as applicable. The selected RESPONDENT shall provide documentation, certifications, payroll records, material records, procurement records, and other compliance materials requested by HVRC to support reimbursement, reporting, monitoring, audit, and grant closeout requirements.

3. Non-Discrimination

All RESPONDENTS shall comply with all applicable federal, state, and local laws, regulations, executive orders, and grant requirements relating to non-discrimination, equal opportunity, accessibility, and civil rights. The Respondent shall employ, retain, promote, and otherwise treat all employees on the basis of merit, qualifications, and competence. The selected RESPONDENT shall not discriminate on the basis of sex, race, color, religion, national origin, age, genetic predisposition, marital status, military status, sexual orientation, disability, status as a victim of domestic violence, or any other characteristic protected by applicable law.

Any contract resulting from this RFP shall contain provisions requiring compliance with applicable federal and state civil rights, non-discrimination, and equal opportunity requirements, including any requirements imposed by the funding source.

4. Ownership of Proposals, Work Product, and Installed Biofilter Systems / 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, data, drawings, calculations, technical memoranda, monitoring records, plans, specifications, photographs, and other materials developed by the successful RESPONDENT under any contract resulting from this RFP shall be considered project work product and shall be provided to HVRC. Such work products may be subject to public disclosure and may not be copyrighted or

otherwise restricted in a manner that prevents HVRC from using it for project implementation, reporting, replication, or public communication purposes.

Physical biofilter systems installed at participating landfill sites are expected to become the property of the participating municipality or landfill owner upon installation, final acceptance, or another milestone established by HVRC and the municipality. HVRC may require removal, relocation, reuse, disposal, or site restoration if a participating municipality determines that it does not wish to retain a biofilter system, subject to prior written approval from HVRC and any applicable municipal, landfill, regulatory, or grant requirements. Any ownership, transfer, maintenance, removal, relocation, or disposition requirements for installed biofilter systems may be further addressed in the final contract, site access agreements, municipal participation agreements, or other project-specific documents.

5. Costs Incurred

This request for proposals does not commit HVRC to award a contract or to pay any costs incurred in the preparation or submission of a response to this request. HVRC shall not be liable for any costs or expenses incurred by RESPONDENTS in replying to this RFP, participating in interviews or oral presentations, providing clarifications, or engaging in contract negotiations.

6. Records Retention and Audit Access

The selected RESPONDENT shall maintain complete and accurate records related to the Project, including cost records, labor records, procurement documentation, technical submittals, construction records, monitoring records, compliance documentation, and deliverables. Such records shall be retained for the period required by applicable federal, state, EPA/CPRG, and HVRC requirements.

HVRC, EPA, and other authorized oversight entities shall have the right to inspect, review, and audit Project records upon reasonable notice.

7. Payment and Invoicing

Payment shall be tied to authorized work, approved deliverables, and acceptable documentation. The selected RESPONDENT shall submit invoices with sufficient detail to allow HVRC to verify completed work, costs incurred, and alignment with the approved scope, budget narrative, and Cost Proposal Template. HVRC may withhold payment for incomplete, unsupported, noncompliant, or deficient work until the issue is resolved to HVRC's satisfaction.

8. Severability

If any terms or provisions of any contract resulting from this RFP shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken, and the remaining portions of the contract shall remain in full force and effect.

9. Oral Presentation

RFP RESPONDENTS may be asked to give an oral presentation of their proposal to HVRC. This provides an opportunity for the RESPONDENTS 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.

10. Subcontracting

The successful RESPONDENT shall not award any portion of the work to a subcontractor without prior written approval of HVRC. The acceptance of any and all subcontractors, subawards, partner firms, or other supporting entities shall reside with HVRC. The successful RESPONDENT shall be fully responsible to HVRC for its performance, quality, schedule, compliance, deliverables, and finished products.

11. Change Orders

HVRC intends to limit change orders to the maximum extent practicable. The selected RESPONDENT shall be responsible for reviewing all available site information, data summaries, monitoring records, and supporting materials prior to submitting its proposal and shall account for reasonably foreseeable conditions in its proposed scope, schedule, and fee. Change orders shall not be allowed for conditions, tasks, costs, or coordination needs that could reasonably have been anticipated based on the information provided in the RFP or discovered through appropriate due diligence. Any proposed change must be submitted in writing, including sufficient justification, and receive HVRC's prior written approval before any additional work is performed.

12. Phased Authorization and Reduced Scope

HVRC reserves the right to authorize work in phases and is not obligated to authorize all proposed work at once. HVRC may negotiate scope, phasing, deliverables, schedule, and cost with the selected RESPONDENT to align the final contract with available funding, Project priorities, site readiness, regulatory requirements, and implementation needs.

13. Assigning/Transferring of Agreement

Any successful RESPONDENT 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.

14. 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 proposals submitted in response to this request.

15. 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.

16. Collusion

By submitting a proposal, the RESPONDENT represents that its proposal has not been made in connection with any other competing RESPONDENT 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 RESPONDENT 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. The RESPONDENT shall sign the certificate incorporated in this RFP (APPENDIX E-1) relating to non-collusion and submit it with the proposal.

17. Conflict of Interest

RESPONDENTS shall disclose any actual or potential conflicts of interest that may affect their ability to provide impartial and objective services under this RFP. The selected The RESPONDENT shall have a continuing obligation to promptly notify HVRC of any actual or potential conflict of interest that arises during the procurement process or the term of any resulting contract. Failure to disclose a known conflict of interest may result in rejection of a proposal, termination of any resulting contract, or other remedies available to HVRC.

18. Termination

Any contract resulting from this RFP shall contain provisions for termination for cause and termination for convenience by HVRC, as required by applicable federal and state laws, regulations and grant requirements. HVRC reserves the right to terminate any resulting contract for cause, default or negligence on the part of the selected RESPONDENT; or if the selected RESPONDENT 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 final contract shall specify the applicable notice requirements, cure periods, and settlement procedures.

19. Indemnification

Any contract resulting from this RFP shall contain provisions requiring the selected RESPONDENT to indemnify, defend, and hold harmless HVRC, participating municipalities, and their respective officers, employees, and agents to the fullest extent permitted by law. Such provisions shall address, at a minimum, liability arising from the RESPONDENT 's performance of services, the acts and omissions of the RESPONDENT and its employees, agents, and subcontractors, intellectual property claims, insurance-related obligations, and other risk allocation matters deemed necessary by HVRC. The specific indemnification terms and conditions shall be set forth in the final contract.

20. Confidentiality

RESPONDENTS shall maintain the confidentiality of all non-public information furnished by or obtained from HVRC, participating municipalities, and other project stakeholders in connection with this RFP. Such information shall be used solely for purposes related to the preparation and submission of a proposal and, if selected, the performance of services under any resulting contract.

RESPONDENTS shall not disclose, reproduce, distribute, or otherwise use such information for any other purpose except as required by law. RESPONDENTS shall take reasonable measures to protect confidential information from unauthorized access, use, or disclosure. Additional confidentiality requirements may be included in any contract resulting from this RFP.

21. Order of Precedence

In the event of a conflict between this RFP, any addenda, the selected RESPONDENT's proposal, and any resulting contract, the final executed contract shall control, followed by written addenda issued by HVRC, this RFP, and then the selected RESPONDENT's proposal, unless otherwise stated in the final contract.

IX.RESOURCES

The following resources are provided for reference. RESPONDENTS are responsible for reviewing the Resources section and determining which federal, state, EPA/CPRG, procurement, labor, domestic preference, reporting, and grant requirements apply to their proposed scope of work. Inclusion of a resource in this section does not limit the RESPONDENT's obligation to comply with all applicable requirements.

- Direct and Indirect Costs, 2 CFR 200 Subpart
[Webpage Link](#)
- Department of Labor Recorded Webinars & Slides on Davis-Bacon and Related Acts (DBRA)
[Webpage Link](#)
- EPA GHG Reporting Methodology, 40 CFR Part 98 Subparts HH (municipal waste landfills)
[Webpage Link](#)
- Unique Entity ID number (required for all awarded entities)
[SAM.gov Link](#)
- Maximum Daily Pay Rate, 2 CFR 1500.10
[Webpage Link](#)
- BABA EPA CPRG Frequently Asked Questions
[Webpage Link](#)
- BABA EPA Resources
[Webpage Link](#)
- CPRG FAQ Guidance Document on DBRA
[Document Link](#)
- DBRA Contract Provisions for EPA Grants
[Webpage Link](#)
- DBRA Requirements for EPA Subrecipients
[Webpage Link](#)

APPENDICES

RESPONDENTS are responsible for reviewing all applicable appendices and incorporating relevant information into their proposal, scope, schedule, budget narrative, Cost Proposal Template, and technical approach. RESPONDENT shall review the data summaries, Post-Closure Monitoring and Maintenance Operations Manuals (PCMMs), site information, and other supporting materials provided for each participating landfill site to confirm data usability, identify data gaps, and inform the final design and construction approach for custom methane biofilters. RESPONDENTS should review the LFG data collected to date on each participating landfill. Available site information, landfill cheat sheets, baseline methane monitoring summaries, vent information, and other supporting materials provided by HVRC.

The following appendices are included with or referenced in this RFP.

- **Appendix A: Supplemental Site Data and Landfill Information**
Available site information, landfill cheat sheets, baseline methane monitoring summaries, vent information, and other supporting materials provided by HVRC.
- **Appendix B: Post-Closure Monitoring and Maintenance Materials**
Available Post-Closure Monitoring and Maintenance Operations Manuals, monitoring records, site constraints, and landfill-specific background materials, as available.
- **Appendix C: Quality Assurance Project Plan and Management Plan**
Project QAPMP, methane screening approach, monitoring framework, QA/QC requirements, and data quality expectations.
- **Appendix D: Cost Proposal Template**
Required budget/cost template to be completed by RESPONDENTS, including costs by phase, task, staff, materials, equipment, subcontracted work, contingency, and assumptions.
- **Appendix E: Required Proposal Forms and Certifications**
Statement of Non-Collusion, Certificate of Compliance with NYS Sexual Harassment Law, Certification of Compliance with the Iran Divestment Act, Non-Discrimination Clause, and any required federal compliance certifications or acknowledgment of addenda.

Appendix A: Supplemental Site Data and Landfill Information

Landfill Name, County / Address	Approx. Cap Area (Acres)	Number of LFG vents (Confirmed as of 2026)	Site Characteristics
Amenia Town Landfill, Dutchess County/ 4541 NY-22, Amenia, NY	10	2	Small upland cap in an agricultural/open-valley setting.
Town of Bethel Landfill, Sullivan County/ 608 Old White Lake Tpke., Bethel, NY	9	34	Small upland/lake-setting cap with solar infrastructure.
Beacon City Landfill, Dutchess County/ 90 Dennings Ave., Beacon, NY	20	33	Urban upland cap in the Hudson River corridor with solar infrastructure.
Dutchess County Airport Joint Landfill, Dutchess County/ 1720 New Hackensack Rd., Poughkeepsie, NY 12603	30	58	Largest project cap by a regional airport/open-field setting with solar infrastructure.
Town of Gardiner Landfill, Ulster County/ 131 Stevens Ln., Gardiner, NY 12525	8	26	Small cap in the broader Shawangunk Ridge / Wallkill Valley landscape.
Town of Hurley Landfill, Ulster County 1043 Dug Hill Rd., West Hurley, NY 12491	13	8	Upland cap in a wooded Catskill foothill setting.
New Paltz Landfill, Ulster County 99 Clearwater Rd., New Paltz, NY 12561	13	11	Open cap in Wallkill Valley agricultural/Shawangunk Ridge context.
Village of Mamaroneck Taylor's Lane Landfill, Westchester County Taylor's Ln., Mamaroneck, NY 10543	8	8	Small urban/coastal cap.
North East Town Landfill, Dutchess County 41 Reagan Rd., North East, NY 12546	15	13	Rural open-valley cap in the Harlem Valley / Taconic foothill matrix.
Town of Philipstown Landfill, Putnam County Land Gate Rd., Cold Spring / Philipstown, NY	13	21	Cap in forested Hudson Highlands ridge landscape. Steep slope
Town of Rhinebeck Landfill, Dutchess County 350 Stone Church Rd., Rhinebeck, NY 12572	10	42	Small rural cap east of the Hudson River.
Town of Wallkill Landfill, Orange County Tarbell Rd. & Banke Rd., Wallkill, NY 10941	23	16	Large cap in an open Orange County valley/suburban-agricultural setting with solar infrastructure.
Town of Woodstock Landfill, Ulster County 100 W. Saugerties Rd., Woodstock, NY 12498	19	63	Moderately large cap in a wooded Catskill foothill landscape.

Baseline Data and Monitoring Methodology Used

HVRC used a GEM5000 gas analyzer to measure landfill-gas composition and a FlowWing differential-pressure device to obtain preliminary vent-flow measurements. The RESPONDENT shall review the available baseline data, assess its suitability for design, and identify any additional measurements required to support system sizing, performance evaluation, and final design.

A. GEM5000 Quality Control Procedures.

Baseline landfill-gas monitoring included instrument calibration before use or verification using certified, NIST-traceable gas standards; purging of sampling lines between vents; use of moisture filtration; stabilization of instrument readings before data recording; and electronic storage of time-stamped methane, carbon dioxide, oxygen, temperature, pressure, and other relevant measurements.

B. Landfill-Gas Vent Sampling.

Landfill-gas samples were collected through safe sampling ports or tubing inserted sufficiently within each vent, generally approximately 3 to 4 feet where vent configuration and safety conditions allowed, to reduce the potential for ambient-air dilution. Measurements indicating excessive air intrusion, unstable conditions, or other data-quality concerns shall be flagged, repeated where practicable, or qualified in accordance with the approved data-validation procedure.

C. Environmental and Site Conditions.

Monitoring records shall include the sampling date and time, ambient temperature, barometric pressure, recent or ongoing precipitation, and other relevant environmental or operational conditions needed to interpret temporal and site-specific variability in landfill-gas concentration and flow.

(Historic LFG Data Provided as Excel Book in RPF PACKAGE).

Appendix B: Post-Closure Monitoring and Maintenance Materials

(Provided as [Landfill Name] PCMMM in RPF PACKAGE).

Appendix C: Quality Assurance Project Plan and Management Plan (QAP/MP)

(Provided as QAP/MP in RPF PACKAGE).

Appendix D: Cost Proposal Template

Required budget/cost template to be completed by RESPONDENTS, including costs by phase, task, staff, materials, equipment, subcontracted work, contingency, and data quality expectations

(Provided as Cost Proposal Template Excel Book in RPF PACKAGE).

Appendix E: Required Proposal Forms and Certifications

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

1. Statement of non-collusion.
2. Certificate of Compliance with NYS Sexual Harassment Law.
3. Certification of Compliance with the Iran Divestment Act.

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

4. Hold Harmless Agreement.

E-1. 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:

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.

- (1) 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.
- (2) 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 RESPONDENT)

Title: _____

Company: _____

Date: _____

E-2. 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 RESPONDENT)

Title: _____

Company: _____

Date: _____

E-3. 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 subcontractor 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 subcontractor 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 nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed: _____

(Authorized Signature)

Name: _____

(Legal Name of RESPONDENT)

Title: _____

Company: _____

Date: _____

E-4. HOLD HARMLESS AGREEMENT

Note – this is for informational purposes only. You are not required to submit this unless you are selected.

To be Approved by Your Attorney.

The DESIGN AND CONSTRUCTION RESPONDENT (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/DESIGN AND CONSTRUCTION
RESPONDENT _____

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: _____