

Request for Quotes (RFQ)
Town of Newstead
Municipal Planning Grant
Agriculture & Farmland Protection Plan

The Town of Newstead (hereinafter “the Town”) is seeking an engineering firm (hereinafter “Firm”) to assist in the process of drafting an Agricultural and Farmland Protection Plan (hereinafter “AFPP” or “Plan”). The objective of this Plan is to provide a reference guide for Town Officials of the Town’s farmland resources and an action plan to guide these Officials in steps that can be taken to support agriculture and retain farmland in the Town.

It is the intent of the Town Board of the Town to select the Firm that provides the best solution for the Town’s needs.

The Town reserves the right to amend this RFQ. The Town reserves the right to reject any or all of the proposals to generate the Plan (hereinafter “Proposal(s)”), or any part thereof, submitted in response to this RFQ, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the Town. The Town reserves the right to request additional information from any Firm. The Town reserves the right to award negotiated contracts to one or more Firm(s).

This RFQ is not intended and shall not be construed to commit the Town to pay any costs incurred in connection with any Proposal or to procure or contract with any Firm.

SCHEDULE

Firms should assume an approximately 12 to 18-month time commitment to draft the AFPP.

FUNDING

The AFPP is being funded by a grant from Erie County.

BACKGROUND

The Town is located in the northeastern corner of Erie County in Western New York. The Town is a rural community with approximately 40% of its area devoted to agriculture. This agricultural focus is part of the Town's heritage going back to its founding in 1823.

For decades, the Town struggled with its identity and attempts to maintain its agricultural and rural history. Steady slow growth has brought several industrial businesses to the area and along with it many new homes and residents. A decade ago, the Town Board took several measures to help guide the future of the Town. It developed its first Comprehensive Plan, bought vacant land through grant money for future use, started to expand its water districts, and purchased the rights to various abandoned railroads in the Town.

The Town of Newstead and Village of Akron Comprehensive Plan Update in 2018 included an analysis of Agricultural Planning. The results of the analysis were stated as follows:

Agriculture has been, and continues to be, one of the centerpieces of life in the Town of Newstead. The commercial development seen along NYS Route 5 and the increasing number of single-family detached homes being constructed are both relatively recent phenomena. For nearly 200 years agriculture and a “rural way of life” were mainstays in the community. Based on the feedback received from the public during the public meetings that were held as part of this comprehensive planning process, agriculture remains an important part of, and priority, for the community.

Good Land

Today, over 50% of the Town’s land is located in either Erie County Agricultural District #1 or #14 and, as displayed on Agriculture Map, the majority of the Town’s remaining agricultural parcels are classified as “Prime Farmland,” “Farmland of Statewide Importance,” or “Prime Farmland if Drained.” According to the Erie County Agricultural and Farmland Protection Plan, the agricultural parcels located within the Town of Newstead have some of the highest soil ratings in Erie County, with the majority of agricultural lands having soils that rate between 40.01 and 400.00 (the soil rating is based and the total acreage within the parcel of cropland in each of the soil categories multiplied by a weighting factor of: 2.0 for prime soils, 1.5 for prime soils when drained, and 1.0 soils of statewide importance).

The Erie County Agricultural and Farmland Protection Plan also noted that virtually all of the parcels within the Town of Newstead that are classified as agricultural have at least some cropland located on them - meaning that they are being actively utilized for farming. It should be noted that in many instances, some of the lands that are currently classified by the assessor as residential are actually both residential and agricultural. The distribution of land use types can be seen on the Land Use Map, which illustrates that agricultural and residential are the two most dominant land use types in the Town of Newstead.

An Economic Pillar

Agriculture continues to play a vital role in the Town of Newstead’s economy, both directly through the active production of fruits, vegetables, grains, and livestock and through the sales of the machinery, tools and equipment that are necessary for farmers to operate on a day-to-day basis. Farms in Newstead not only provide the farmers and landowners with employment/livelihood, they also employ seasonal field hands, providing a source of income and employment.

The farms in the Town that are located in Erie County Agricultural District #1 and #14 are offered a number of financial incentives that they otherwise would not receive. The agricultural district designation allows landowners the opportunity to receive reduced real property assessments based on the value of their land for agricultural production rather than on its value for development. Participating in the agricultural district program is completely voluntary. These tax incentives put more economic capital back into the hands of the farmers, strengthening their ability to continue farming and putting more money directly back into the Town of Newstead’s local economy.

Environmental/Rural Character Protection

Farming also serves to protect two of the Town's defining characteristics. This includes its pristine natural environment (wide-open landscapes, numerous uninterrupted views of the Onondaga Escarpment, forested lands, creeks/streams, etc.) and its rural character. Farming/agriculture has guided development in the Town of Newstead throughout its history. Where farms exist -sprawling residential subdivisions with curvilinear streets and massive commercial developments characterized by box stores surrounded by large swaths of concrete and asphalt- do not. Based on the feedback received from the public, this is a good thing; Newstead residents place a high value on their rural way of life, with many of them deliberately choosing to reside within the Town to avoid living in the typical suburban setting found further west, and closer to the City of Buffalo. In fact, the types of development that residents noted above is what they don't want in their community.

Erie County Agricultural Districts #1 and #14, which encompass much of the undeveloped land in the Town, includes large portions of the of the Murder Creek and Tonawanda Creek stream corridors. Rural landscapes such as farm fields, woodlands, picturesque farmhouses create an identity for the community. Taking steps to preserve and protect agriculture in the Town of Newstead is, by extension, taking steps to ensure that a way of life is being preserved, an economic pillar remains structurally sound, and the ability of the Town to continue to contribute toward meeting the food access needs of the Town, the County, and the region is being sustained.

Furthermore, the Town of Newstead and Village of Akron Comprehensive Plan Update, included the following recommendations for the Town:

- The Town should apply to NYS Agriculture and Markets for a grant to complete an agricultural protection plan (to build upon the County Farmland and Agricultural Protection Plan).
- This Plan would help with identifying the tools needed to successfully help protect agricultural land and the farming taking place on that land (e.g., Purchase of Development Rights, Purchase of Agricultural Easements, Transfer of Development Rights, etc.). This Plan will help to identify impediments to farming in the Town and help farmers with the marketing and planning necessary to keep their lands in active use.
- A voluntary Agricultural easement program could be investigated (would need State Legislation to accomplish).
- The Town can investigate zoning revisions that would allow certain commercial activities that may be compatible with agricultural uses, by special use permit and site plan review, within the Rural Agricultural zoning district. Agricultural tourism could be formally allowed by this zoning update.
- An Agricultural Protection Overlay District may also be needed to protect agriculture from incompatible adjoining uses.
- The Town and County could help investigate grant programs and opportunities for farmers.

In furtherance of these objectives, the Town applied for and received grant funding from Erie County to create an AFPP.

SCOPE OF WORK

Firms should provide a cost proposal and proposed schedule to the Town for all the tasks necessary to develop a comprehensive AFPP including but not limited to:

- The Town will establish an Agricultural Advisory Committee that will be responsible for overseeing the preparation of the AFPP and for providing guidance on the direction of the AFPP. The Firm will work with this Committee to ensure that the AFPP reflects local needs and desires and coordinate with the NYS Department of Agriculture and Markets.
- The Firm will conduct a kick-off meeting with the Town's Agricultural Advisory Committee to initiate work on the AFPP. The Firm will work with this Committee to facilitate information gathering/sharing and help build broader support for the AFPP during its preparation. It is anticipated that the Firm will meet with the Committee up to three additional times. Coordination will occur throughout the process by the Firm. This first meeting with the Committee will accomplish the following:
 - Obtain an agreement on the duties and expectations of the Advisory Committee
 - Confirm the plan of work
 - Provide the Firm with up-to-date copies of all reports, data, and studies relevant for the AFPP
 - Review the proposed schedule for developing the AFPP, including the schedule for future Committee meetings
 - Review the public participation and stakeholder engagement plan
 - Establish/discuss a preliminary list of issues and opportunities and vision for farming in the Town.
- Based on the approved public participation plan, the Firm will then conduct two meetings with the public, which will include:
 - One meeting conducted early in the planning process, once some data is collected and analyzed, to gather comments on existing issues and opportunities for farming and agriculture in the Town. Information gathered at this meeting will also help in developing goals and objectives for the AFPP.
 - The second meeting occurring right before the preliminary draft of the AFPP is completed to vet the findings and proposed recommendations.
- Throughout the process, the Firm will work with the Advisory Committee to post information on the Town's website to help ensure that citizens and other interested parties are kept up to date. They will also work with the Committee to coordinate the issuance of press releases to the media and on other ways of "getting the word out" for public meetings. If the budget allows, the Firm will develop and distribute a survey to further gauge public support for agricultural protection.
- Working with the Advisory Committee, the Firm will identify stakeholders and other parties of interest, such as farmers, agricultural related business owners, agricultural tourism related businesses, specialty organizations, County representatives, agricultural agencies/organizations, etc. Based on the direction of the Advisory Committee, stakeholders will either be interviewed individually to gather input on the needs and desires regarding agriculture in the Town or a meeting with all stakeholders will be held. This will occur early in the planning process in conjunction with the first public meeting noted above. Stakeholders will also be consulted later in the planning process to ensure that the

Firm has a solid understanding of the issues and opportunities that exist for farming in the Town and that the Town is heading in the right direction with the goals and recommendations of the draft AFPP.

- The preliminary vision for agriculture and the goals and objectives will be provided to the Advisory Committee for their review and comments. Revisions will be made based on feedback from the Committee. The Firm will provide the Town with a comprehensive overview of the existing conditions of agriculture and farming in the community. Based on the findings of the analysis of data, as outlined above, an Implementation Strategy will be developed that outlines how to implement the goals, recommendations and strategies identified in the Analysis and Recommendations Section of the AFPP. The recommended actions will be prioritized in a matrix to determine what can be reasonably accomplished, responsible parties and partners, and potential funding sources.
- Timeframes for completing the actions will also be estimated as short-term, intermediate, and long-term priorities, with the long-term category to include actions that may be needed for specific projects in the future, or alternatives for actions that are not achieving their anticipated goal.
- A final component of the Implementation Strategy is the establishment of a process to evaluate the community's progress toward implementing the recommendations of the AFPP and ensuring that the Town of Newstead Agricultural and Farmland Protection Plan remains up-to-date and relevant. The Firm will include a recommendation for the continuance of the Agricultural Advisory Committee to act in the capacity of an Implementation Committee, whose duty will be to monitor the implementation of the Plan, report to community leaders annually on its progress and identify implementation items to be pursued for the coming year at budget time.
- Finally, a draft Agriculture and Farmland Protection Plan will be presented for review by the Advisory Committee. The plan must include: (1) the location of any land or areas proposed to be protected and an analysis of the following factors concerning any areas and lands proposed to be protected: value to the agricultural economy of the municipality; open space value; consequences of possible conversion; and level of conversion pressure on the lands or areas proposed to be protected and (2) a description of activities, programs, and strategies, including efforts to support the successful transfer of agricultural land from existing owners to new owners and operators, especially new and beginning farmers, intended to be used by the Town to promote continued agricultural use, which may include but not be limited to revisions to the Town's comprehensive plan. Once review is completed and any recommended changes are made, the final AFPP will be submitted to the Town Board for their review and potential adoption of the plan.

PROPOSAL CONTENT

The Proposal should address the following areas below:

- Key staff with titles, firm role, and office location for those assigned to the project.
- Project understanding - A written description of the Firm's understanding of the project and the tasks involved and the process, and how the Firm will meet the deliverables.
- Project approach - A proposed schedule/timeline for the initiation to the completion of the final plan.

- Firm's qualifications and written statement of qualifications that clearly and concisely identifies the experience of all individuals that will be working on the Plan and also states the specific individual(s) that will be delivering public presentations and responsible for deliverables.
- Experience with similar projects involving agricultural land use, farmland protection, and land use and zoning that pertains to rural and agricultural experience, energy sector planning and zoning issues, GIS mapping, and agricultural economic development planning.
- Experience working with proposed sub-consultants, if any.
- Ability to meet the project schedule.
- Methodology used to assure quality control and assurance.
- Project cost proposal (SEPARATELY SEALED ENVELOPE)- proposed budget which clearly states the personal service costs to complete the project as well as other anticipated costs such as office supplies, printing, and travel.

The top-ranked firms may be requested to prepare and give oral presentations.

The contract will be a lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses. Proposals must include a breakdown by cost and man hours for the categories outlined. For the purposes of the cost proposal submittal, the following categories should be delineated, showing a lump sum amount and man hours for each category:

- Records Review
- Mapping
- Public Engagement
- SEQR
- Drafting of Plan
- Reimbursables
- Hourly Personnel Rates

As a supplement to the cost proposal, a schedule of billable rates for all key personnel and subconsultants (Principal-in-Charge, Project Manager, primary personnel, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the Firm's Overhead & Profit rate that is to be added to each hourly rate.

COMPLIANCE WITH LAWS/AGREEMENTS

By submitting a proposal, the Firm is agreeing to comply with the provisions of the Intermunicipal Agreement between the Town and Erie County, a copy of which is attached hereto and made a part hereof.

By submitting a proposal, the Firm represents and warrants that it is familiar with all federal, state, and local laws and regulations and will conform to said laws and regulations.

PROPOSAL SUBMITTAL AND EVALUATION

Interested Firms can submit a proposal and quote/cost proposal to Town Supervisor Dawn Izydorczak no later than January 24, 2025. Proposals should be submitted either by email to dawn@townofnewstead.com or by mail to: Town of Newstead, Attention Town Supervisor, P.O. Box 227, 5 Clarence Center Rd, Akron, NY 14001. Please call (716) 542-4573, option 5 with any questions.

This RFQ/RFP does not commit the Town to award a contract, to pay for any costs incurred in the preparation of a Proposal, or to pay for any costs incurred in the preparation of a contract for services. The Town reserves the right to: 1) accept or reject any or all Proposals received, for any reason, 2) cancel, in part or in whole, this RFQ/RFP, 3) re-solicit Proposals in the event no response is deemed acceptable, and 4) to waive any irregularities or informalities in proposals received after notification to Firms affected.

The Town reserves the right to invite any or all Firms for an interview before making a final selection. Such an invitation does not commit the Town to pay any costs incurred in participating in said interview.

NOTIFICATION OF AWARD

The Town will notify the successful Firm verbally, followed by a written confirmation. The Town will notify each Firm whose proposal is not selected in writing (either by email or postal mail). The successful Firm will submit a final scope of work and agreement/contract to the Town, for Town Board authorization. An agreement defining all project terms and conditions and responsibilities of the successful Firm is subject to review and approval by the Town Attorney and the Town Board.

CONTRACT

After selection of the successful Firm, a formal written contract will be prepared and will not be binding until signed by both parties and approved by the Town Attorney.

INDEMNIFICATION AND INSURANCE

The Firm accepts and agrees that language in substantially the following form will be included in the contract between the Firm and the Town:

“In addition to, and not in limitation of the insurance requirements contained herein the Firm agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Town, the Firm shall defend, indemnify, and hold harmless the Town, its officers, employees, and agents from and against the Firms’ proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the Town may sustain, be subject to, or be caused to incur because of or as a result of:

a) any wrongful act, error, or omission of the Firm or third parties under the direction or control of the Firm; or

- b) any willful misconduct of the Firm or third parties under the direction or control of the Firm; or
- c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Firm or its sub consultant. Nothing contained herein shall create or give to third parties any claim or right of action against the Town or the Firm beyond such as may legally exist without regard to this provision.”

Upon execution of any contract between the Firm and the Town, the Firm will be required to provide proof of applicable insurance coverage. Insurance coverage in amount and form shall not be deemed acceptable until approved by the Town Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Firm accepts and agrees that language in substantially the following form will be included in the contract between the Firm and the Town:

All deliverables created under this Agreement by the Firm are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Firm hereby assigns to the Town all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the Town to obtain in its name copyrights, registrations and similar protections which may be available. The Firm agrees to assist the Town, if required, in perfecting these rights. The Firm shall provide the Town with at least one copy of each deliverable.

The Firm agrees to indemnify and hold harmless the Town for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Firm agrees to enable the Town’s continued use of the deliverable, or to modify or replace it. If the Town determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Firm in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall become and remain the property of the Town.

STATEMENT OF RIGHTS/UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Firm agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Town and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the Firm to enter into an agreement with the Town for the required services;

- By submitting a proposal, the Firm agrees and understands that the Town is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Town, its elected officials, officers, employees or agents, shall not be binding against the Town, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Town Attorney;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Firm(s) for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Firm;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Firms;
- To select the proposal that best satisfies the interests of the Town and not necessarily on the basis of price or any other single factor;
- To interview the Firm(s);
- To request or obtain additional information the Town deems necessary to determine the ability of the Firm;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Firm, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the Town for the expenses of preparation. The Town assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the Town reserves the right to apply the case law under New York State General Municipal Law § 103 regarding bidder responsibility in determining whether a Firm is a responsible vendor for the purpose of this RFP process; and
- The Town is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

NON-COLLUSION

The Firm, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the Town, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

CONFLICT OF INTEREST

All Firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town. Further, all Firms must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the Town. The existence of a conflict shall be grounds for termination of a contract.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the Town have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

PROJECT DELIVERABLES

Digital copies of interim and final products will be provided as part of each submission. Deliverables are anticipated for each of the following categories:

- Public Participation Plan
- Summary Report of Public Meetings
- Summary of Stakeholder Interviews
- Synthesis of Goals and Objectives
- GIS Inventory and Mapping
- Preparation/Printing of any maps for public engagement/public participation needs.
- Draft Written Analysis/Draft Recommendations
- Draft Farmland Protection Plan
- Executive Summary
- Final AFPP

FINAL PRODUCT

As part of the final product the following are anticipated to be submitted to the Town:

- Eight (8) printed copies of the Final Report and Executive Summary
- Digital Final Report and Digital Executive Summary (PDF and MS Word) formats;
- All GIS shapefiles and any other electronic documentation this includes Shapefiles, Geodatabases, CAD files, GPS raw data, standalone tables, layer files, and any other spatial information prepared during the project.
- Output products including digital maps (Map Documents, PDFs, JPEGs, CAD files, etc.), hardcopy maps, etc.