

# Request for Development Proposals for

**21 Soundview Drive** (Section 4 Block 125 Lot 10)

AND/OR

**107 Cow Neck Road** (Section 4 Block 125 Lot 20)

**Incorporated Village of Port Washington North,  
Port Washington, New York**

**Issued By:**

**Incorporated Village of Port Washington North**

July 6, 2016

## **1. INTRODUCTION**

The Incorporated Village of Port Washington North (the “Village”), hereby requests proposals for the development of that parcel located in the Village of Port Washington North, Town of North Hempstead, New York designated on the Nassau County Land and Tax Map as Section 4, Block 125, Lots 10 and 20, respectively all as more particularly described as Exhibit “A” attached hereto (as “the Nassau County Tax Map”). The approximate square footage of the vacant land being offered is 8,300 square feet for 21 Soundview Drive and 6,675 square feet for 107 Cow Neck Road. Both vacant parcels are zoned Residence A, and each is a buildable lot for one residential home. However, all developers are encouraged to review the Port Washington North Zoning Board of Appeals decision hereto attached as Exhibit “B” as it pertains to 107 Cow Neck Road, Port Washington, New York. All other proposals that deviate from what has been previously approved will be considered by the Village.

All responding developers shall be solely responsible for any and all costs incurred by them in responding to this request for development proposals (“RFP”).

## **2. VILLAGE OF PORT WASHINGTON NORTH OVERVIEW**

The Village of Port Washington North is located in Port Washington, New York, Town of North Hempstead, County of Nassau. The Village of Port Washington North is a compact, suburban community of approximately 315 acres (0.5 square miles) located within the northwest portion of Nassau County and situated on the cow neck peninsula. According to the U.S. Census Bureau, the Village’s population totaled 3,154 persons in 2010. The Village is boarded by the Village of Sands Point, the hamlet of Port Washington, the Village of Baxter Estates and the Village of Manorhaven. The Village enjoys and benefits from its status as one of Long Island’s leading waterfront communities. The unique character of this 75 year old Village is its significant proximity to Manhasset Bay. The Village enjoys a variety of shopping areas and a variety of parks and recreational facilities. The Village is close to the Long Island Railroad and commuting to New York City is approximately 35 minutes by rail. Residents of this project would attend schools in the prestigious Port Washington Union Free School District. The Guggenheim Elementary School is 0.6 miles from the proposed development and Paul D. Schreiber Senior High School is 1.8 miles from the development.

## **3. ZONING AND PLANNING**

The Development Sites are located in the Residence A District. This District permits the as of right development of one family dwelling, houses of worship, public or private schools, libraries, museums and meeting halls. The dwelling may occupy up to 30% of the lot area. The Residence A Zone District allows for the construction of buildings up to 2.5 stories or 31 feet in height. The zoning district permits a front yard setback of 25 feet, a rear setback of 25 feet, and two side yards of a minimum of 15 feet each. It is recommended that any bidder review the Code of the Village of Port Washington North for further review of the zoning requirements for the zoning district and the Zoning Board of Appeals Decision on 107 Cow Neck Road, Port Washington, New York.

**4. THE DEVELOPMENT SITE(S):**

The Village of Port Washington North Zoning Board of Appeals issued a decision on or about June 5, 2005, where it gave conditional approval to develop 107 Cow Neck Road, Port Washington, New York. It is up to each individual bidder to due its own due diligence with regard to approvals that any new proposed development may require. The Village of Port Washington North lists the above decision for information only and makes no representations regarding additional approvals or re-approvals.

**5. THE DEVELOPMENT SITE: ADVANTAGES & OPPORTUNITIES**

The Development Site(s) present a unique opportunity in a unique suburban setting, close to the LIRR and close to New York City. The proposed sites are located in one of Long Island's most attractive shopping, dining, historic and cultural destinations. In addition, the properties are easily accessible to and from major regional highways, as well as major local thoroughfares. Access is provided from the Long Island Expressway, Northern State Parkway and Route 25A.

**6. PROJECT SCOPE & DEVELOPMENT OPTIONS**

A responding developer should submit a proposal in keeping with one of the below described options.

**7. OPEN PROPOSAL**

The Village of Port Washington North seeks proposals from bidders to purchase aforesaid land. The interested bidder may submit alternative plans to those that have previously been approved. The site(s) have been previously approved for the construction of one (1) single family home (subject to Zoning Board of Appeals Decision on 107 Cow Neck Road) on each site. However, the Village will entertain alternative proposals from the bidders. Furthermore, the bidder should state in their proposal the length of time it will take them to close this transaction. The Village will take into consideration the bidders anticipated closing date as a factor in awarding a particular bidder. The developer should have experience in constructing single family homes and interested parties should submit there experience including but not limited to past construction that they have been involved with. In addition, The Village of Port Washington North will accept alternative proposals that may be suitable for the area, but may need additional variances, site plan review and or other approvals from the Zoning Board, Planning Board and/or Board of Trustees. The Village of Port Washington North will entertain alternative proposals that benefit the Village of Port Washington North and its residents. The ideal development should be neighborhood friendly and conforms to the goals and character of the Village.

**8. CONVEYANCE OF DEVELOPMENT SITE AND CONSTRUCTION :**

Village shall convey and winning bidder shall accept marketable title to the land free and clear of all liens and encumbrances. The developer shall be responsible to obtain all building permits. The selected developer should refer to the Village Code for specifications and regulations. Said selected developer shall demonstrate to the satisfaction of the Village that they have the financial means to close the transaction and obtain the financing needed to complete the purchase of the property. Additionally, the bidder should demonstrate that they have the financial capabilities to complete the construction pursuant to its proposal and site plan.

**9. PURCHASE PRICE**

The purchase price for the Development of **21 Soundview Drive, Port Washington, New York** is \$ \_\_\_\_\_

Which should be payable as follows:

\_\_\_\_\_ percent of the purchase price the sum of \$ \_\_\_\_\_ at contract by bank cashier's check, certified check to be held in escrow pending the closing of the transaction.

The balance of the purchase price the sum of \$ \_\_\_\_\_ shall be paid at the closing by bank cashier's check, certified check wire transfer

TOTAL PURCHASE PRICE: \$ \_\_\_\_\_.

AND/OR

The purchase price for the Development of **107 Cow Neck Road, Port Washington, New York** is \$ \_\_\_\_\_

Which should be payable as follows:

\_\_\_\_\_ Percent of the purchase price the sum of \$ \_\_\_\_\_ at contract by bank cashier's check, certified check to be held in escrow pending the closing of the transaction.

The balance of the purchaser price the sum of \$ \_\_\_\_\_ shall be paid at the closing by bank cashier's check, certified check wire transfer

TOTAL PURCHASE PRICE \$ \_\_\_\_\_

## **10. RESPONSE AND PROPOSAL CONTENT**

Developers are also required to submit the following information in sufficient detail to enable the Village to give consideration to their proposals.

### **A. Qualification of Developer**

1. A detailed narrative statement describing the previous experience of the developer and project team, especially with regard to projects that are relevant to the development proposed here.

2. Examples of relevant projects undertaken by the proposed developer, including the dollar value of the development and the name, address, and telephone number of the proposed builder.

Relevant qualifications and experience should include a range of development experiences, with particular importance placed on, but not limited to, the following:

- Development and construction of single family home(s).
- Specific experience of the developer and development team to site development on Long Island or a similar suburban community
- The team should demonstrate architectural and engineering design experience with (i) out of the ground development and (ii) government review and approval, including with Town, County, and State agencies involved in the pre-construction and construction permitting and approval process for new or redeveloped homes

3. A statement of the names, the experience, of the project team members, including, if applicable, architects, engineers, contractors, real estate management firms, attorneys, financial advisor, and accountants. If this team has worked together before, please indicate length of this association.

4. A statement by three (3) references indicating the proposing developer's qualifications for selection.

### **B. Site Planning and Design**

1. Provide a conceptual design or preliminary elevations for the contemplated development including, without limitation, façade, layout, and layout of residential uses.

2. A proposed timetable for the design and construction period, and anticipated occupancy date(s). Include in the schedule time for permitting, appropriate governmental approvals, etc.

## **Economic Feasibility and Financial Disclosure**

1. An estimate of construction costs and a detailed development budget.
2. A detailed “Sources and Uses” Statement clearly identifying the amount of debt and equity financing by source, along with evidence of the firm’s ability to obtain or provide the necessary financing proposed in the development budget (including both construction financing and long-term financing). Responding developers should secure the participation of financial institutions in the preparation and submission of the firm’s response to the RFP.
3. Evidence of financing demonstrating the financial ability of the developer to purchase the Development Site and complete the proposed development.
4. Disclosure of terms and sources for all debt must be included, along with identification of the lender and the lender’s contact information. A commitment letter from a lending institution is highly desirable.
5. Evidence of the responding developer’s ability to make the equity down payment.
6. Bank and credit reference contact name, telephone and email address.

## **Purchasing Entity**

1. Name of purchasing entity.
2. Business type of purchasing entity (e.g., corporation, general partnership, limited partnership, limited liability company, not-for-profit corporation, etc.), and state of formation. If a foreign entity, please provide date the entity became qualified to conduct business within the State of New York. List of principal shareholders, members or partners, if any, that is persons who own five (5%) percent or more of equity in the purchasing entity. For all persons, or group of persons that own an interest equal to or greater than fifty (50%) percent of the purchasing entity (a “Controlling Interest”), please provide a list of all other entities which are related to the purchasing entity by virtue of such persons or group of persons’ ownership of a Controlling Interest in such entities.
3. List all other entities to which the purchasing entity is related by reason of fifty (50%) percent or more of common ownership, whether by a Controlling Interest or otherwise.
4. List any parent corporation, and all affiliates and subsidiaries of the purchasing entity.
5. If any member of the developer’s project team (including any related entity or person) or any principal of the developer’s project team or its related entities is involved

in any litigation that would have a material adverse effect on the proposed project, the purchasing entity's financial condition or the financial condition of said entity's principals, please describe the nature and details of such litigation.

6. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities, or any other business with which such entities, persons or principal(s) have been connected, have ever been involved, as debtor, in a bankruptcy, creditors rights or receivership proceeding or sought protection from creditors, please indicate and provide details of same.

7. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities has ever been convicted of a felony or misdemeanor (other than minor traffic offenses), or if any such related person or principal ever held a position or ownership interest in any firm or corporation convicted of a felony or misdemeanor, please indicate and provide details of same.

8. If any member of the developer's project team (including any related entity or person) or any principal(s) of the developer's project team or its related entities are a party to any pending criminal proceeding (other than minor traffic offenses), or if any such related persons or principal(s) held positions or ownership interests in any firm or corporation that is currently a party to a pending criminal proceeding (other than minor traffic offenses), please indicate and provide details of same.

9. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities, or any other concern with which such entities, person or principal has been connected with or cited for a violation of Federal, State or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices, please indicate and provide details of same.

10. For each principal (including, in the case of corporations, officers and members of the board of directors) of the purchasing entity, please provide name, title, social security number and other business affiliations.

11. If any of the principals listed in the preceding item number 10 above has ever held elected or appointive public positions, please indicate and provide details of same.

12. If any of the principals listed in the preceding item number 10 are employed by any Federal, State or local government or any agency, authority, department, board, or commission thereof or any other governmental or quasi-governmental organization, please indicate and provide details of same.

### **C. Conflicts of Interest**

To the best of your reasonable knowledge, please disclose any actual or apparent conflict of interest that may exist between any of your employees or subcontractors (including any

immediate family members thereof) intended to be utilized on the development project and any employee of the Project Sponsors and any elected officials of the Village (including any immediate family members thereof). If a potential conflict exists, please disclose all information related to the potential conflict.

### **Pending Litigation; Deal Termination**

Please disclose any pending litigation and/or action by any oversight body that could have any adverse material impact on your ability to develop the Development Site pursuant to the requirements of this RFP. Likewise, please disclose any prior contract or development opportunity terminated for any reasons, and provide a detailed explanation for the termination.

## **7. SELECTION CRITERIA**

Each responding developer will be evaluated based on the information submitted, on follow-up interviews, and on information gathered upon investigation into the developer's integrity, reputation and past performance. Submitted proposals will be judged based on the following factors:

### **A. Vision for the Development Project and Consistency with RFP**

Overall appeal of development plan, and vision and consistency with the objectives set forth in this RFP.  
Identification of relevant issues, constraints, and challenges in carrying out the proposed development vision.  
Strength and feasibility of financing and development strategy.

### **B. Development Team Experience and Qualifications.**

Competitive advantage in executing the contemplated financing and development strategy.  
Demonstration of key strengths, skills and competencies.  
Successful completion, marketing and lease-up of comparable projects.  
Operating capabilities and experience with small-scale buildings.  
Experience working with a variety of financing tools in complex capital structures.  
Quality of past projects, including, without limitation, architectural design quality.  
Demonstrated ability to overcome expected and unexpected challenges.  
Timeliness of performance on past projects.

**C. Financial Capacity.**

Financial soundness and integrity.

Demonstrated ability to finance or otherwise fund the redevelopment project.

Demonstrated ability to pay the down payment amount.

Demonstrated ability to obtain debt and equity for past projects.

Ability and willingness to provide sufficient capital to complete necessary pre-development activities and the proposed development plan.

**11. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA AND SUPPLEMENTS**

Proposals should provide a clear and concise demonstration of the responding developer's capability of satisfying the requirements and objectives of this RFP. Proposals need not be elaborate or costly, but should be prepared in a professional manner. Proposals may include any background or other supporting information that the responding developer feels important, and must include, at a minimum, the response requirements listed in Article 10 of this RFP.

The Village will not be limited solely to the information provided by the responding developer, but may utilize other sources of information useful in evaluating the capabilities of the developer and the proposal. Special or unique capabilities or advantages of the developer should be clearly stated in the proposal.

**A. SUBMISSION REQUIREMENTS**

**1. Required Submissions**

a) Two (2) originals plus six (6) copies of each proposal must be submitted to Palma Torrisi, Village Clerk, on or before the closing date of September 2, 2016 in sealed envelopes or packages and clearly marked as to their contents.

b) One (1) complete electronic copy of the proposal, submitted on a Microsoft Windows compatible CD.

The package must be sealed and marked RFP Materials: Purchase of Property, and be delivered to the Village Clerk at Village of Port Washington North Village Hall located at 3 Pleasant Avenue., Port Washington, New York 11050. Telephone number 516-883-5900 X1.

**2. Administrative**

a) An officer authorized to make a binding, contractual commitment for the firm submitting a proposal, shall sign each proposal.

- b) Acknowledgement of all addenda issued by the Project Sponsors shall be included in each proposal.
- c) Additional information or modifications to proposals may be requested from any prospective developer.
- d) Oral, facsimile, telegraphic, electronic mail or mail-gram proposals will not be accepted.
- e) Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be accepted.
- f) Failure to submit a proposal in the manner described above may result in the proposal being rejected as unresponsive.

**B. PROPOSAL ACCEPTANCE**

To be considered, responding developers shall submit a complete, written response to this RFP, including any addenda issued in response to questions and inquiries. It is essential that each developer adhere to these guidelines and the proposal contents listed hereof. Failure to do so may be grounds for rejection of the proposal.

The Village will review submissions, and responding developers will be notified in writing of acceptance.

**C. SUBMISSIONS**

No materials submitted in response to this RFP will be returned. Instead, all information contained in the RFP, including the RFP itself, and all developer responses shall property of the Village. The RFP is not to be distributed or reproduced other than for the purpose of formulating the developer's response to the RFP.

**D. MODIFICATION TO RFP; ADDENDA AND SUPPLEMENTS TO THE RFP**

The Village reserve the right (i) to amend, modify, or withdraw this RFP, (ii) to revise any requirements this RFP, (iii) to require supplemental statements or information from any responding developer, (iv) to accept or request any or all responses hereto, (v) to extend the deadline for submission of responses thereto, (vi) to negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) to cancel this RFP, in whole, or in part, if the Project Sponsors deem it to be in their best interest. The Village may exercise the foregoing rights at any time without notice and without liability to any responding developer or any other party for their expenses incurred in the preparation of the responses hereto or otherwise. As stated elsewhere herein, responses to this RFP will be prepared at the sole cost and expense of the responding firm(s).

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all developers who received and/or responded to the initial RFP.

## **E. CANCELLATION OF THE RFP; REJECTION OF ALL PROPOSALS**

The issuance of this RFP and the submission of responses to it to the Village shall not obligate the Village in any manner. Legal obligations will only arise upon the execution of the Land Disposition Agreement described herein.

As stated above, the Village may, in their sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the Project Sponsors.

## **12. ORAL PRESENTATIONS**

The Village, in their sole discretion, may invite one or more developers to make oral presentations to clarify submitted proposals.

## **13. LAND DISPOSITION AGREEMENT**

A. It is anticipated that once a developer is selected, the Village and the selected developer shall enter into a letter of intent (the "Letter of Intent"), which shall outline the basic business and legal terms for development and later operation of the Development Site.

B. Following execution of the Letter of Intent as described above, the Village and selected developer shall enter into a contract known as a "Land Disposition Agreement" (LDA), setting forth the full terms and conditions of sale of the Development Site. The Village Board must approve said agreement by its adoption of a resolution to that effect. The LDA, will, upon its execution, require the selected developer to submit a down payment.

C. The selected developer will also be required to pay all of the fees for the sale of the land including but not limited to the transfer tax.

## **14. RIGHTS RESERVED BY THE PROJECT SPONSORS**

The Village reserves the right in their sole discretion to recommend the awarding of a contract related to this RFP based upon the written proposals received by the Village without prior discussion or negotiation with respect to those proposals. All portions of this RFP will be considered part of the contract and will be incorporated by reference. Any contract awarded by the Village in connection with the RFP will be subject to approvals as required by applicable Federal, State or local laws, rules, regulations and ordinances.

As part of the evaluation process, the Village specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP.

The Village also reserve the right to refuse to approve any such drawings, plans or specifications that are not suitable or desirable, in their sole opinion, for aesthetic or functional reasons; and, in so reviewing such drawings, plans and specifications, they shall have the right to take into consideration, but shall not be limited to, the suitability of the site plan, architectural treatment, building plans and elevations, materials and color, construction details, access, and parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, design of streetscape, and the harmony of the plan with the surroundings.

The Village reserves the right to request additional information from any or all prospective developers if necessary to clarify information contained in the proposal.

## **15. FURTHER CONDITIONS, TERMS AND LIMITATIONS**

This RFP is subject to the specific conditions, terms and limitations stated below.

A. Each developer response must be authorized by the responding developer and a principal of the firm that comprises the development team. If the response is being made by a corporation or a limited liability company, it must be authorized by the corporation's board of directors or the limited liability company's manager, and must be executed by an authorized agent of the responding corporation or limited liability Company, as the case may be. If the response is being made by a partnership, it must contain the names of the partner(s), and it must be executed by a partner with the authority to execute such response on behalf of the partnership. All signatures must be accompanied by a printed name and title.

B. The property shall be disposed of in "as is" condition, and the Village make no representations whatsoever as to the physical condition of the property site or the structures thereon or its suitability for any specific uses.

C. The proposed development shall conform, and be subject, to the provisions of applicable Village zoning regulations and any and all other applicable Federal, State and local laws, regulations and ordinances, as the same may be amended from time-to-time.

D. Valid permits and approvals, as required by applicable Federal, State and local departments and agencies, shall be obtained by the selected developer prior to commencing onsite work.

E. The continuation of negotiations with a responding developer will depend upon satisfaction of the review requirements described in this RFP, and will be subject to a collective review by the Village. The property shall be conveyed pursuant and subject to the provisions of an LDA between the Village and selected developer, subject to any required Federal or State approval.

F. No transaction will be consummated if any principal of the responding developer with whom the Village has commenced negotiations is in arrears, or in default upon any debt, lease, contract or obligation to any of the Project Sponsors, including, without limitation, real

estate taxes and any other municipal liens or charges. The Project Sponsors reserve the right not to review any proposal by any such developer.

G. No commission for brokerage or any other fee or compensation shall be due or payable by the Village, and the submission of a proposal will constitute the responding developer's undertaking to indemnify and hold the Village harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the responding developer, the selection of the responding developer's submission and an invitation to the responding developer to respond to this RFP, the conditional designation of a responding developer pursuant to this RFP, or the sale of a property site.

H. The Village shall not be obligated to pay, nor shall they in fact pay, any costs or losses incurred by any responding developer at any time, including any costs incurred by the responding developer in connection with the responding developer's response to this RFP.

I. This RFP does not represent any obligation or agreement whatsoever on the part of the Project Sponsors, which may only be incurred or entered into by written agreement, subject to any applicable Federal or State approval.

J. Selection of a responding developer's proposal will not create any rights on the responding developer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the Deed, all related documents are fully executed and approved. The terms of the Deed, after execution, shall govern the relationship between the Village and the selected developer. In the event of any variance between the terms of this RFP and the Deed, the terms of the Deed.

K. The Village reserve the right, in their sole and absolute discretion and at any time, to reject any or all proposals, to withdraw this RFP, to negotiate with one or more responding developer, and/or to negotiate and dispose of the property site on terms other than those set forth herein (including, without limitation, to parties other than those responding to this RFP). The Project Sponsors likewise reserve the right, at any time, to waive compliance with, or to change any of the terms and conditions of, this RFP, or to entertain modifications or additions to the selected proposal.

L. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualifications of any responding developer, will be within the sole and absolute discretion of the Village.

M. The Village advises all responding developers that there is no legal obligation on the part of the Village to use the proposals submitted pursuant to this RFP as a basis for negotiation with such responding developers.

N. This RFP and any agreement resulting therefrom are subject to all applicable laws, rules and regulations promulgated by any Federal, State or local authority having jurisdiction over the subject matter thereof, as the same may be amended from time-to-time.

O. Responses to this RFP are to be valid and irrevocable for a period of one hundred twenty (120) days following the final date of submission of proposal set forth herein. The period may be extended by written mutual agreement between the Project Sponsors and the selected developer.

**16. ADMINISTRATIVE INFORMATION**

**A. ISSUE DATE**

The issue date of this RFP is July 7, 2016 via publication at the Village of Port Washington North website, at Village Hall and publication through the official newspaper of the Village of Port Washington under “Bids & RFPS” and by distribution to interested developers via email.

**B. ISSUING OFFICE**

This RFP is issued by the Village of Port Washington North.

**C. DEVELOPMENT SITE VISIT**

A developer may visit the site upon written request to the Village Clerk and upon appointment only.

**D. CLOSING DATE FOR RECEIPT OF PROPOSALS**

The closing date for receipt of proposals is **2:00 p.m., Friday, September 2, 2016**. Respondents submitting their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt on or before the time and date stated above by the individual stated below.

**E. WHERE TO SUBMIT PROPOSALS**

All proposals whether mailed, sent by delivery service, or hand delivered, must be delivered to:

Palma Torrisi, Village Clerk  
Village of Port Washington North  
3 Pleasant Avenue Port Washington, New York 11050

**F. PUBLIC OPENINGS OF PROPOSALS**

Proposals will not be opened publicly.

**G. EXPENSES INCURRED BY DEVELOPER**

The Village shall NOT be responsible for any cost incurred by any proposing developer in preparing and submitting a proposal or any requested supplemental information in response to the RFP.

**H. DURATION OF PROPOSAL**

As indicated above, proposals are to be valid and irrevocable for a period of one hundred and twenty (120) days following final date for submission of proposals.

**I. PUBLIC INFORMATION ACT NOTICE**

Respondents should give specific attention to identifying those portions of their proposals that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why such material, upon request, should not be disclosed by the Village under the Freedom of Information Law of the State of New York.

**J. COMPLIANCE WITH THE LAW**

By submitting an offer in response to this RFP, the proposed developer selected for an award agrees that it will comply with all Federal, State, County and local laws, rules, regulations and ordinances applicable to its activities and obligations under this RFP and any applicable contractual agreements.