



Bekendmaking van de minister van Huisvesting, Infrastructuur, Interne Diensten en Telecommunicatie

In aanmerking nemende dat:

- De percelen domeingrond te Sero Colorado **in volle eigendom toebehoren aan het Land**, e.e.a. zoals aangegeven op de bijbehorende tekening;
- Het Land Aruba is voornemens om de percelen domeingrond, gelegen te Sero Colorado, in beheer uit te geven ten behoeve van het beheer en onderhoud van de faciliteiten voor de “Baby Beach Tennis & Multi Court” via een openbare selectieprocedure. De uitvoering van deze procedure vindt plaats door middel van een ‘Request for Proposal (RFP)’, opgesteld en uitgevoerd door het Land Aruba, handelend via de Directie Infrastructuur en Planning (DIP), met betrokkenheid van A.T.A. als financieringsentiteit en, waar van toepassing, in een adviserende rol binnen de procedure;
- De beoordeling van de ingediende inschrijvingen zal plaatsvinden op basis van vooraf bekendgemaakte, objectieve en toetsbare criteria, zoals nader uitgewerkt in de RFP, waaronder in ieder geval:
 - Ervaring en expertise van de inschrijver in vergelijkbare projecten;
 - Kwaliteit en haalbaarheid van het voorgestelde managementplan;
 - Kosteneffectiviteit van het ingediende voorstel, mede in relatie tot de omvang van de werkzaamheden;
 - Naleving van toepasselijke wet- en regelgeving, waaronder milieueisen (compliance), alsmede relevante certificeringen;
- Gegadigden dienen zich aan te melden conform de voorwaarden zoals opgenomen in de RFP, welke beschikbaar is via de website van de Directie Infrastructuur en Planning (DIP), t.w. www.dip.aw, alwaar tevens de aanmeldingsformulieren kunnen worden gedownload;
- Aanmelding dient te geschieden via de DIP, **door digitale indiening via e-mail aan public.bidding@dip.aw**, binnen twintig (20) kalenderdagen na de datum van deze bekendmaking, waarbij de exacte datum en het tijdstip van sluiting in de RFP nader zijn gespecificeerd;
- De Hoge Raad op 26 november 2021 het zgn. ‘Didam-arrest’ (ECLI:NL:HR:2021:1778) heeft gewezen, waarin is bepaald dat overheden bij privaatrechtelijke uitgifte van onroerende zaken het gelijkheidsbeginsel moeten respecteren en mededingingsruimte moeten bieden door een openbare selectieprocedure, tenzij slechts één serieuze gegadigde op basis van objectieve, toetsbare en redelijke criteria in aanmerking komt.

wordt bekendgemaakt:

- Dat het Land voornemens is over te gaan tot uitgifte van percelen domeingrond in beheer, ten behoeve van het beheer en onderhoud van de faciliteiten voor de “Baby Beach Tennis & Multi Court” via een openbare selectieprocedure. Deze procedure wordt ingericht conform het gelijkheidsbeginsel, waarbij alle gegadigden op basis van vooraf bekendgemaakte, objectieve, toetsbare en redelijk te achten criteria een gelijke kans krijgen om mee te dingen;
- Dat het Land na afloop van de inschrijvingstermijn van twintig (20) kalenderdagen, te rekenen vanaf de datum van deze bekendmaking, de ingediende inschrijvingen zal beoordelen en vervolgens verdere stappen zal ondernemen in het kader van dit voornemen;



- Dat met deze bekendmaking het Land uitvoering geeft aan de richtlijnen voortvloeiende uit het arrest van de Hoge Raad d.d. 26 november 2021 (ECLI:NL:HR:2021:1778, het "Didam-arrest");
- Dat de volledige RFP, inclusief voorwaarden, beoordelingscriteria en procedurele instructies, beschikbaar is via de website van de Directie Infrastructuur en Planning (DIP), t.w. www.dip.aw;
- Dat inschrijvingen uitsluitend geldig zijn indien zij worden ingediend conform de instructies in de RFP, **binnen de daarin vastgestelde termijn** en door digitale indiening **via e-mail aan public.bidding@dip.aw**.

Procedure:

- Publicatie: de bekendmaking van het voornemen tot uitgifte van de percelen domeingrond wordt geplaatst op de officiële kanalen van het Land Aruba, waaronder de website van de overheid en de DIP, teneinde een passende mate van openbaarheid te waarborgen;
- Aanmeldingsperiode: gegadigden krijgen een termijn van twintig (20) kalenderdagen, te rekenen vanaf de datum van deze bekendmaking, om hun inschrijving in te dienen conform de voorwaarden zoals opgenomen in de RFP;
- Indiening: inschrijvingen dienen te worden ingediend uitsluitend conform de instructies in de RFP, door digitale indiening **via e-mail aan public.bidding@dip.aw**. Inschrijvingen die niet voldoen aan deze instructies worden niet in behandeling genomen;
- **Beoordeling:** de inschrijvingen zullen worden beoordeeld op basis van objectieve, toetsbare en vooraf kenbaar gemaakte criteria zoals uitgewerkt in de RFP, waaronder **ervaring en expertise** van de inschrijver, kwaliteit en haalbaarheid van het voorgestelde managementplan, kosteneffectiviteit van het ingediende voorstel, alsmede naleving van toepasselijke wet- en regelgeving (waaronder milieueisen) **en** relevante certificeringen, met toepassing van het criterium van de economisch meest voordelige inschrijving;
- Bekendmaking voorlopige gunning: binnen ongeveer zes (6) tot acht (8) weken na de sluitingsdatum van de inschrijvingsprocedure zal het Land Aruba de voorlopige gunning bekendmaken via dezelfde kanalen als de publicatie. Gegadigden worden tevens individueel geïnformeerd over de uitkomst van de beoordeling.

*Voorbehoud: deze bekendmaking geschiedt zuiver ter uitvoering van de richtlijnen voortvloeiende uit het hiervoor genoemde arrest van de Hoge Raad en is van uitsluitend informatieve, niet-bindende aard. Deze bekendmaking betreft dus geen rechtshandeling, noch is het de bedoeling hiermee enigerlei verwachting op te wekken dat, **indien machtiging bij landsverordening zal zijn verkregen of aan overige voorwaarden is voldaan**, enige rechtshandeling zal worden verricht.

Datum bekendmaking:



De Minister van Huisvesting, Infrastructuur, Interne Diensten en Telecommunicatie
Conform mandaat 117/26 voor deze
Waarnemend directeur DIP



**DIRECTIE
INFRASTRUCTUUR
EN PLANNING**

Request Date: april 21, 2026

Proposal Due Date: 11 mei, 2026, 15:00 (UTC-04:00)

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1 Purpose

The Ministry of Housing, Infrastructure and Telecommunications and the Ministry of Tourism, Transport and Labor invite qualified Bidders to submit proposals for the paid management of two refurbished public sports courts at Baby Beach, San Nicolas. These courts will be open to the public, not affiliated with any club or private property, and must remain freely accessible to all.

The courts hold historical importance for the San Nicolas community. Originally part of the ESSO Club, they were once well maintained, with lighting and dedicated staff. This legacy came to an end with the closure of Lago in 1985; however, the courts have remained a symbol of community, recreation, and healthy living.

Today, the refurbished tennis, pickleball, and multi-use courts offer renewed opportunities for residents and visitors of all ages to engage in sports, stay active, and connect with one another. In this context, Land Aruba seeks a Bidder capable of delivering a practical and well-structured management approach that ensures respectful use, cleanliness, and safety, while contributing positively to the Baby Beach and San Nicolas community.

This engagement is for a fixed term of one (1) year. The selected Bidder will be compensated for management services and shall not be permitted to commercially exploit the courts or charge users any fees or consideration for access, use, or activities. Upon expiry of the contract, no rights or entitlements to continued management shall arise. Any future arrangements may be reassessed based on performance and the operational development of the adjacent kiosk/restaurant.



Figure 1 Project Mock-up

1.1 Definitions

- A. Owner/Contracting Authority – Land Aruba (acting through the Directie Infrastructuur en Planning (DIP), as applicable)
- B. Funding Entity – Aruba Tourism Authority (A.T.A.)
- C. Bidder – The registered entity submitting a proposal according to this RFP.

For the avoidance of doubt, Land Aruba shall act as the sole contracting and awarding authority in respect of this RFP and the resulting management agreement. References in this RFP to “Land Aruba (DIP)” shall be understood as references to Land Aruba acting through the Directie Infrastructuur en Planning (DIP) in its relevant capacity.

The management agreement resulting from this RFP shall be entered into exclusively between the selected Bidder and Land Aruba.

The Aruba Tourism Authority (A.T.A.) acts solely as Funding Entity in support of tourism-related objectives. For the avoidance of doubt, A.T.A. has no role in the management, control, or allocation of Government land and does not act as contracting or awarding authority in respect of this RFP. Any involvement of A.T.A. in the evaluation process shall be strictly advisory and non-decisive in nature. All decisions regarding the evaluation, selection, and award remain exclusively with Land Aruba (DIP). A.T.A. shall not be a party to the management agreement and shall have payment obligations only, if and to the extent applicable, under a separate agreement or payment arrangement with the selected Bidder, without assuming any operational, supervisory, or contractual responsibility in relation to the management of the courts.

No rights may be derived by the selected Bidder against A.T.A. from this RFP or the management agreement with Land Aruba.

1.2 Schedule

N	Bidding activities	Key Dates
1	Public RFP Announcement	April 21., 2026
2	Deadline for submission of proposals (via email)	Mei 11, 2026, 15:00 (UTC-04:00)
3	Public Proposal Opening	Mei 11, 2026, 15:01 (UTC-04:00)
4	Tentative project awarding	Juli 7, 2026

All proposals shall be submitted exclusively by electronic mail (e-mail) to public.bidding@dip.aw

All proposals and supporting documents shall be submitted in English or Dutch.

Submission by electronic mail (e-mail) shall constitute a valid method of submission for the purposes of this RFP.

The deadline set out above constitutes the final submission deadline. **Proposals received after this date and time shall be rejected and shall not be considered.**

1.3 General Obligations

The selected Bidder shall be fully responsible for the proper and timely execution of the management services in accordance with this RFP, the management agreement to be entered into with Land Aruba (DIP), and all applicable laws and regulations. The selected Bidder shall indemnify and hold harmless Land Aruba (DIP) and A.T.A., including their respective officers and employees, against any and all third-party claims, damages, liabilities, and costs (including reasonable legal fees), to the extent arising from or attributable to the acts or omissions of the selected Bidder, its personnel, or any subcontractors in connection with the performance of the services, including but not limited to: (i) damage to or loss of movable or immovable property; (ii) personal injury or death; (iii) environmental damage or violation of applicable environmental or safety regulations; and (iv) failure to comply with the requirements set out in this RFP. Where such claims arise, the selected Bidder shall, upon request, assume the defense of Land Aruba (DIP) and/or A.T.A. and bear all reasonable costs of such defense, and **Land Aruba (DIP) and/or A.T.A. shall have the right, but not the obligation, to appoint their own counsel at the selected Bidder's expense.**

The selected Bidder shall ensure that the courts, equipment, and surrounding areas are maintained in a clean and orderly condition throughout the contract period.

2. Scope of Work

The tennis and multi-use courts are located adjacent to each other, with a restaurant in between (currently in the design phase). For the avoidance of doubt, the restaurant facility does not form part of the scope of this RFP or the management services to be provided by the selected Bidder. The area is exposed to coastal conditions, including sun, wind, and salt, which must be taken into account in maintenance planning and execution.

Site Overview:

The facility consists of two distinct court areas designed to accommodate a variety of sports and recreational activities:

- Court 1 – Lower Court - Tennis Court Area
 - 1 full-size tennis court
 - 2 pickleball courts (lined within the tennis court area)
- Court 2 – Upper Court Multi-Use Court
 - Basketball
 - Volleyball
 - Futsal (small soccer)

Bidders are invited to submit a custom management proposal that includes, but is not limited to:

1. Daily operational oversight, including installation and removal of sports equipment
2. Maintenance and cleanliness of courts and surrounding areas
3. User coordination and fair access management
4. Incident and damage reporting to Land Aruba (DIP)
5. Optional: scheduling system or organized play coordination

2.1 Daily Operational Oversight

The selected Bidder shall be responsible for implementing and maintaining operational procedures that ensure fair, safe, and inclusive public access to the courts. The following requirements apply:

1. Booking Management System

- a. The selected Bidder shall develop and maintain a simple, user-friendly booking management system for public use.
- b. No fees shall be charged to users for booking or court usage.
- c. Users may not charge or be charged for any activity conducted on the courts.

2. Public Access Rules

- a. The courts are intended exclusively for free public use.
- b. Instruction, coaching, or any form of paid service is strictly prohibited.
- c. No cover charges, membership fees, or other commercial activities are permitted.
- d. Organized play or group activities must remain inclusive, non-commercial, and accessible to all.

3. Equipment Handling

- a. The selected Bidder shall be responsible for the installation and removal of sports equipment required for tennis, pickleball, basketball, volleyball, and futsal.
- b. All equipment must be properly stored after use to maintain safety and tidiness and to prevent damage.

4. Fair Usage Management

- a. The selected Bidder shall implement a system to limit play sessions to one (1) hour per user or group to ensure equitable access for all participants.
- b. Compliance with public-use guidelines and rules shall be monitored and enforced throughout the duration of the contract.

5. Oversight and Reporting

- a. The selected Bidder shall maintain daily oversight of all court operations and promptly report any incidents, damages, safety concerns, or misuse to Land Aruba (DIP), with a copy to A.T.A. in its capacity as Funding Entity.
- b. The selected Bidder shall submit monthly reports detailing activities, observations, maintenance actions, and compliance to Land Aruba (DIP), with a copy to A.T.A. in its capacity as Funding Entity.

6. Utilities

- a. Water and electricity services required for court operations shall be provided and covered by Land Aruba (through DIP, as applicable).
- b. There is no possibility for a Setar hard-wired connection at the site.

- c. If the selected Bidder requires communication capabilities for operational purposes, this shall be achieved through cellular connection or wireless solutions at the selected Bidder's own arrangement and cost.

7. Office Location

- a. An office location for operational purposes will be provided by Land Aruba (DIP), in coordination with A.T.A. as Funding Entity.
- b. If the selected Bidder has an alternative, cost-effective solution for office space that meets the operational requirements, it may propose this as an optional or alternative solution in its management plan.

2.2 Maintenance, Cleaning, and Communication

Periodic area maintenance may be arranged and funded by A.T.A., including complete cleaning of both courts and surrounding areas at approximately 45-day intervals. However, the selected Bidder is responsible for basic maintenance and daily cleaning, ensuring the courts remain safe, tidy, and welcoming between scheduled maintenance visits.

This includes:

- Sweeping and trash removal
- Equipment tidiness and storage
- Monitoring for damage, misuse, or potential safety hazards
- Immediate reporting of any issues to Land Aruba (DIP), with a copy to A.T.A. as Funding Entity.

The selected Bidder shall maintain open and proactive communication with Land Aruba (DIP) throughout the contract period, and shall keep A.T.A. informed as Funding Entity.

2.3 Management Plan Guidance

To support a comprehensive and effective proposal, Bidders are encouraged to address the following areas in their management plan:

- a. User Access & Scheduling: Strategies to ensure fair, organized, and transparent public use of the courts
- b. Community Engagement: Ideas to promote inclusive use across age groups and local organizations
- c. Equipment Handling: Procedures for the setup, storage, and maintenance of sports equipment
- d. Safety & Incident Protocols: Plans for handling accidents, vandalism, and emergencies
- e. Monitoring & Reporting: Proposed monthly reporting format and communication approach with Land Aruba (DIP)
- f. Environmental Awareness: Waste management practices and protection of nearby natural areas, minimizing environmental impact during daily operations
- g. Staffing & Supervision: Roles, schedules, and qualifications of personnel involved

2.4 Contract Terms

- a. The management agreement will be for a fixed duration of one (1) year.
- b. The management agreement shall be entered into exclusively between the selected Bidder and Land Aruba (DIP). A.T.A. shall act solely as Funding Entity and shall not be a party to such management agreement. A.T.A. shall have payment obligations only, if and to the extent applicable, under a separate agreement or payment arrangement with the selected Bidder. Any breach of the management agreement with Land Aruba (DIP) shall constitute a material breach under any separate agreement or payment arrangement with A.T.A., entitling A.T.A. to suspend and/or terminate payments without further notice, **in accordance with such separate agreement or arrangement.**
- c. The selected Bidder will be compensated solely for management services and is strictly prohibited from **commercially exploiting the courts or charging users any fees or consideration for access, use, or activities.**
- d. The management agreement does not grant any rights or privileges for continued or permanent management beyond the stipulated contract term.
- e. Within the contract period, the courts will be enhanced, and a restaurant facility is expected to be constructed between the two courts. For the avoidance of doubt, the management of the restaurant does not form part of the scope of this RFP or the resulting management agreement. The completion of the restaurant facility shall not affect the duration or validity of the management agreement.
- f. The management agreement to be entered into between the selected Bidder and Land Aruba (DIP) may include additional terms and conditions, including but not limited to provisions relating to performance, reporting, liability, termination, and compliance, provided that such provisions are consistent with the scope and principles set out in this RFP.

2.5 Environmental Protection & Waste Control

Water Runoff Management

All cleaning activities must be conducted in a manner that prevents water runoff from reaching the beach or nearby natural habitats.

Eco-Friendly Products

Only environmentally safe cleaning products shall be used. These must be free of harsh chemicals that could harm local flora, fauna, or marine life.

Waste Control

The selected Bidder must implement a strict waste management strategy that includes recycling and efficient garbage disposal. It is essential to ensure that no waste, debris, or runoff reaches or contaminates the nearby beach area.

Protected Flora

The selected Bidder must recognize and respect the surrounding protected *Mangel* (mangrove) species, specifically including *Avicennia germinans* (Black Mangrove), *Laguncularia racemosa* (White Mangrove), and *Rhizophora mangle* (Red Mangrove), as listed in the Landsbesluit bescherming inheemse flora en fauna (AB 2017 no. 48). Any destruction, disturbance, or pollution of these plants is strictly prohibited.

3 Proposal Guidelines & Requirements

The selected Bidder is fully responsible for the proper execution of all services outlined in this RFP and their management plan. This includes:

- a. Strict adherence to all specifications and environmental guidelines
- b. Ensuring that no damage is caused to the court surface, equipment, or surrounding areas
- c. Performing all cleaning activities during early morning hours, preferably before 10:00 AM, to avoid surface damage due to high temperatures
- d. Taking all necessary precautions to prevent contamination from fuel, chemicals, or runoff
- e. Maintaining professionalism, reliability, and responsiveness throughout the contract period

If damage occurs due to negligence or failure to follow instructions during the execution of cleaning or management duties, the selected Bidder shall be held liable for repairs or replacement at its own cost. The selected Bidder shall not be held responsible for damage caused by users of the facility outside of scheduled management activities.

3.1 Insurance

To support the responsibilities set out in this RFP, the selected Bidder shall, at its own cost and expense, procure and maintain for the full duration of the contract the following insurance coverage with a reputable insurer licensed to operate in Aruba:

- a. **Commercial General Liability Insurance** with a minimum coverage of Afl. **1,000,000 per occurrence** and Afl. **2,000,000 in the aggregate** per policy year. Bidders are encouraged to propose higher limits where available.
- b. **Personal Accident Insurance** covering personnel engaged in the performance of the services, with a minimum coverage of **Afl. 100,000 per incident**.
- c. **Motor Vehicle Liability Insurance**, where applicable.

The Commercial General Liability Insurance shall, at a minimum:

- i. cover **third-party bodily injury (including death) and property damage**;
- ii. include coverage for **environmental damage** arising from or in connection with the performance of the services (including, but not limited to, runoff or improper use of cleaning substances);
- iii. include **contractual liability**, to the extent insurable, covering the indemnification obligations assumed under this RFP and the management agreement, including liability arising from failure to comply with the requirements set out in this RFP;

- iv. name Land Aruba (DIP) and A.T.A., including their respective officers, employees, and representatives, as additional insureds with respect to liability arising out of or in connection with the performance of the services;
- v. be primary and non-contributory with respect to any insurance maintained by Land Aruba (DIP) and/or A.T.A.;
- vi. include a waiver of subrogation in favor of Land Aruba (DIP) and A.T.A., to the extent permitted by law;
- vii. remain in full force and effect for the entire duration of the contract.

Proof of the required insurance coverage, including certificates of insurance evidencing the above requirements, shall be submitted prior to contract signing. The selected Bidder shall maintain such coverage in full force and effect at all times during the term of the contract and shall ensure that any cancellation, material amendment, or lapse does not result in a gap in coverage, including by securing replacement coverage meeting the requirements of this RFP. The policies shall not be cancelled, materially amended, or allowed to lapse without at least thirty (30) calendar days' prior written notice to Land Aruba (DIP) and A.T.A. Failure to obtain or maintain the required insurance coverage shall constitute a material breach and may result in suspension of the services and/or termination of the contract.

3.2 Pricing

The price shall be for one (1) year of management and shall include the management plan, labor/manpower, and all materials required to manage the courts, and shall include all applicable taxes and levies under Aruban law (including BBO/BAVP and BAZV, as applicable). The price shall be all-inclusive.

The bid price shall remain firm and valid for sixty (60) calendar days from the date of submission. The selected Bidder must **maintain the insurance required for the performance of the services as set out in Section 3.1.**

The selected Bidder shall submit monthly invoices to A.T.A. for the agreed management fee. A.T.A. will process payments within thirty (30) calendar days of the invoice date, subject to the terms of the separate agreement or payment arrangement between A.T.A. and the selected Bidder, and subject to satisfactory performance under the management agreement with Land Aruba (DIP). Any payments by A.T.A. shall be made solely in its capacity as Funding Entity. **For the avoidance of doubt, all operational control, supervision, and contractual responsibility remain exclusively with Land Aruba (DIP).**

For the avoidance of doubt, this RFP does not create any direct payment obligation on the part of A.T.A.

This RFP includes certain payment-related provisions (including invoicing and payment timelines); however, such provisions shall not constitute any direct or binding payment obligation on the part of A.T.A. All detailed payment terms, conditions, and related financial arrangements shall be governed exclusively by a separate agreement between A.T.A. and the selected Bidder.

3.3 Bid submittals

Bidders submitting proposals should include the following information:

- a. Entity name, address, and contact details.
- b. The entity's proof of Chamber of Commerce (KVK) not older than three (3) months.
- c. Proof of registration with the Tax Department ('persoonsnummer') and proof of good tax behavior or proof of request thereof.
- d. Relevant experience in sports facilities or public space management
- e. Filled bidding form
- f. Detailed management plan
- g. Proposed monthly fee
- h. Any additional services or innovative solutions

The proposal shall be directed at:

Directie Infrastructuur en Planning (DIP)
ATT: R. Maduro
Sabana Blanco no. 68
public.bidding@dip.aw

The submission period for proposals shall be twenty (20) calendar days from the date of publication of the public announcement. The exact submission deadline is specified in Section 1.2 (Schedule).

3.4 Evaluation Criteria

Proposals will be evaluated in accordance with the following criteria:

- a. Experience and Expertise (30%): Demonstrated track record in managing sports courts or similar facilities.
- b. Management Plan (40%): Quality, clarity, and feasibility of the proposed approach to court management.
- c. Cost-Effectiveness (20%): Value offered for the proposed fee, considering the scope and quality of services.
- d. Compliance and Certifications (10%): Adherence to applicable local laws and regulations, including environmental requirements, as well as possession of relevant certifications.

The contract shall be awarded to the Bidder submitting the most economically advantageous proposal, as determined based on the above evaluation criteria.

The selected Bidder will be required to sign (i) a management agreement with Land Aruba (DIP) and (ii) a separate payment arrangement and/or agreement with A.T.A., as Funding Entity.

Land Aruba (DIP) reserves the right to accept or reject any proposal, and to proceed with or cancel the award process and/or the intended award **at any stage, without incurring any liability whatsoever.**

3.5 Bidding Form Application

The undersigned:

Name of Bidder (legal entity): _____

Registered address: _____

Chamber of Commerce (KVK) number: _____

Duly represented by: _____

In his/her capacity as: _____

Hereby undertakes, by signing below and in accordance with this RFP, to perform the services:

"Baby Beach Tennis & Multi Court Management"

For the Monthly Amount of: Afl _____

Amount in words (Aruban Florins): _____

The Bidder declares that this offer is submitted in accordance with this Request for Proposals (RFP) and agrees to remain bound by this offer for a period of sixty (60) calendar days from the submission deadline.

Date: ____ - _____ - 2026

Name of Bidder: _____

Name of Authorized Signatory: _____

Capacity of Authorized Signatory: _____

Signature: _____