

HARBORSIDE
at ATLANTIS

d/b/a “Atlantis Resort & Casino”

REQUEST FOR A PROPOSAL (RFP)

**Landscaping and Grounds Maintenance
Service**

Request for Proposal

Issued: 06/29/2026

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1. INTRODUCTION

RFP Scope and Purpose

Harborside at Atlantis (hereafter referred to as the “Resort”) is seeking proposals from qualified and experienced firms (Contractor) with demonstrated ability in providing sustainable Landscaping and Grounds Maintenance Services.

It is the intent of the Resort to enter into an agreement with the selected Contractor for Landscaping and Grounds Maintenance Services.

This Request for Proposal (“RFP”) is not an offer to contract or encumber Harborside Resort in any fashion. Acceptance of a proposal commits neither to Harborside Resort to award an agreement to any vendor, even if all requirements stated in this RFP are met, nor limits our right to negotiate. We reserve the right to contract any vendor for any reason in whole or part. Failure to answer any question in this RFP may subject that responder to disqualification. Failure to meet a qualification or requirement may not necessarily subject a responder to disqualification. The Resort also reserves the right to cancel this solicitation at any time without any liability.

The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and by use of any other means that may be necessary to determine the following:

- The actual conditions and requirements of the work.
- Any unusual difficulties that may be encountered in the prosecution of the work.
- The character and respective amounts of all classes of labor and material which the contractor may be required to furnish to complete all or any part of the work; and all circumstances and conditions affecting the work or its cost.
- The Proposer’s proposal must include all expenses that may incur to complete the services stipulated under the proposed contract.

2. ABOUT US

Harborside t Atlantis is one of five hotels within the Atlantis iconic brands of iconic oceanfront destination resorts located on Paradise Island in the Bahamas. The resort offers 349 contemporary comfort rooms and suites located a short distance from the main Atlantis property.

3. RFP SUBMISSION DIRECTIONS

This section contains instructions on governing the proposal to be submitted.

Intention to Submit a Proposal:

You must notify us of your intention to submit a proposal no later than **July 17, 2026; at 5:00pm EST.**

Notification must be made submitted Bid Lead via e-mail: Ivan.James@AtlantisParadise.com

With a copy to:

Lance Millage

Chief Financial Officer

Lance.Millage@AtlantisParadise.com

RFP Questions:

Any questions or comments regarding this RFP must be submitted via e-mail no later than **July 27, 2026, at 5:00pm EST.**

RFP Submission:

All notices of intent, questions, or submitted responses to the RFP must be sent by electronic communication to: Ivan.James@AtlantisParadise.com along with three (3) hard copies in an envelope labeled "SEALED BID" to the following address:

Ref: IHCL-IPM-002

c/o: Bruce Thomson

Atlantis Resorts & Casino

Executive Offices, The Coral

One Casino Drive, Paradise Island

P.O. Box N-4777

Nassau, Bahamas

Submitted responses are due no later than **July 31, 2026; at 5:00pm EST.**

Contact with any Resort Representative regarding this RFP without approval from the above name may result in exclusion from this process.

The following list can be used as guide to assist with the RFP submission process:

- | | |
|---|-----------|
| 1. Respondent Information | Segment 4 |
| 2. Service Level Requirements Responses | Segment 7 |

4. RESPONDENT INFORMATION

Table of Contents

Proposers must include a table of contents which lists sections and subsections with page numbers that follow the organization and sequence of their submission.

Introduction

The introduction should include the following items:

- A fully executed RFP along with cover sheet.
- The identity of the proposing Contractor and any partners or consultants included as part of the response.

- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing Contractor.
- A statement confirming the respondents have sole and complete responsibility for providing the services as defined in the RFP and any addends issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

Description of Company

- a) A brief historical perspective on your company (years in the business, growth via mergers and acquisitions, key industry innovations).
- b) Describe the Contractor's overall qualifications to fulfill the requirements of this RFP. Provide a listing of comparable facilities the Contractor has provided Landscaping and Grounds Maintenance Services within the last five (5) years.
- c) What are your company values and describe your corporate culture?
- d) Explain how you differentiate yourself from your competition.
- e) The company's full name, address, main telephone, and appropriate contact information including e-mail address.
- f) Attach a copy of your Company's Business License.
- g) Please list your Resources (equipment etc.) and manpower capabilities.
- h) Data describing the proposing Contractors current organization, ownership, legal entity designation (corporation, LLC etc.....), address, number of years in business, size of business, and services offered.
- i) Provide an organizational chart illustrating the structure of functions and positions within the organization.
- j) If privately held, list principals.
- k) Identify any business partnerships you have that could interfere with your potential obligations to the Resort.
- l) Describe your previous relationship with the Resort, if any, and the types of products and/or services previously provided.
- m) Include five (5) references that have contracted with the proposing Landscaping and Grounds Maintenance Services. Provide the following for each reference: name, title, name of organization, address, telephone number, email address, website address, as well as a brief description of the scope of services provided. Include letters of recommendation, client surveys, etc.
- n) Describe your preferred supplier relationships with respect to Landscaping and Grounds Maintenance Services specified and any other companies you may use. Include any additional industry-related partners that may not be listed but that would be meaningful to the Resort.
- o) Please describe your Business Continuity Plan.

5. SCOPE OF SERVICES & TERM

A. ATLANTIS NEEDS AND OBJECTIVES

THE SELECTED Contractor shall be responsible for providing Landscaping and Grounds Maintenance

Services. The selected Contractor will be the Harborside Resort at Atlantis's services provider with the designated status of **Preferred Landscaping and Grounds Maintenance Services Provider**.

SECTION 1 - SCOPE, EXPECTATIONS

1.1 SCOPE:

The Contractor shall furnish all labor to perform all work for the said Landscaping and Grounds Maintenance Services for Harborside Resort grounds. Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials.

Services to be rendered include but are not limited to the following:

- a) Maintenance of turf and groundcover areas, mowing and edging
- b) Removal of litter and debris from turf, planter beds, fence lines, parking lots, beaches, pool decks and street curbs
- c) Pruning of trees and shrubs under 12' Feet tall to the standard of Harborside Resort Paradise Island
- d) Application of pesticides/fertilizers
- e) Daily inspection and maintenance of irrigation systems
- f) Replacement of plant material
- g) Other work as needed and dictated by Harborside for landscape improvements

1.2 GENERAL LANDSCAPING AND EXPECTATIONS:

This property is to be serviced with adequate staffing according to occupancy levels. Areas to be serviced:

Harborside Hotel Grounds, pool deck, entry, parking lots and marina.

The Contractor shall:

- a) Furnish all labor and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- b) Not post signs or advertising material anywhere on Harborside Resort Paradise Island premises or improvements thereon
- c) Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing as well as proper uniforms to identify the contract labors as those of the Contractor
- d) Perform grass mowing, edging, trash & debris removal, and power blowing of lawn areas.
- e) Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers, and lawn area.
- f) Ensure that each facility site is free of debris, weeds, insect infestation.

- g) Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- h) Reduce mowing frequency if a drought period is determined to exist and approved in advance by Harborside Management and provide a revised mowing schedule for approval prior to implementing the schedule change.
- i) Inspect existing irrigations systems in certain locations
- j) Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to Harborside Management.
- k) For special events and activities, the Hotel representative may request additional landscape maintenance items or request a change/modification to the schedule.
- l) Adjust and setting to automatic irrigation controllers monthly to maintain healthy turf growth.
- m) Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at Contractor's expense.
- n) Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by Harborside Management prior to work.
- o) Respond to all emergencies within 2-4 hours of notification.
- p) Perform all work in a professional skillful manner using quality equipment and materials.
- q) Have a full-time staff employee that is licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- r) Secure any gated or doored areas that require landscaping services after services are completed.
- s) Record and report employee's attendance daily and adjust billing as needed for absences or short hours in schedule.

Harborside Management shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

SECTION 2 – MOWING, PRUNING AND PLANT BED MAINTENANCE

2.1 MOWING:

- a) All turf areas covered by this contract shall always be maintained in a first-class manner. The quality of turf will be determined by density, color and uniformity. The work required shall include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications.
- b) All areas of St. Augustine grass shall be mowed with a rotary mulching mower to a height of 3.0 - 4.0 inches at a minimum of once a week during optimal growing conditions. Any deviation from this schedule will be determined and instructed by the landscape management of Harborside Resort Paradise Island.
- c) All areas of Zoysia grass shall be mowed with either a reel mower or rotary mower at a height of 0.5-2.0 inches at a minimum of once a week during optimal growing conditions. Any deviation

from this schedule will be determined and instructed by the landscape management of Harborside Resort Paradise Island.

- d) Trash and debris within the maintenance area shall be collected prior to each mowing.
- e) All grass clippings which are visible after mowing shall be collected and removed from the Job Site as necessary with each mowing.
- f) Mowing shall be done with equipment appropriate for the areas being mowed. Mower blades shall be kept sharpened and all mowers shall have the mowing heights set to the same height. All cuts must be level.
- g) Due care shall be exercised to prevent grass clippings from blowing into swimming pools, fountains, high traffic pathways, ponds or left to wash into the storm drainage system with each mowing.
- h) Mowers shall be operated to avoid contact with trees, shrubs, and plants and to avoid damage to the irrigation system.
- i) All road edges, parking spaces, plant beds, tree rings, sprinklers, valve boxes, transformers, utility boxes and poles, signs and other above ground appurtenances shall be edged and trimmed with each mowing.
- j) Trimming and edging shall be done with due care to avoid damage to above items and with caution around guests and other workers.

2.2 PRUNING:

- a) All ornamental plants shall be hand pruned as needed to always maintain a neat and natural appearance. Power hedge trimmers are not to be used without prior approval and direction from the Landscape Management of Harborside Resort Paradise Island. Landscape Management will direct all pruning objectives.
- b) Trees and Palms >12' in height shall be trimmed and pruned no less than TWO (2) times per year to maintain a neat appearance, maintain clearance and to encourage proper growth patterns. All seed pods shall be trimmed along with the palm fronds trimming.
- c) Trees and Palms <12' shall be trimmed and maintained free of hanging fronds and seedpods as needed and shall be checked weekly.
- d) All trimmings and debris shall be removed from the Job Site and deposited into clients dumpsters.

2.3 PLANT BED MAINTENANCE:

- a) All PLANT BEDS covered by this contract shall always be maintained in a first-class manner. The work required shall include all labor, supervision, equipment, tools and materials to complete the work specified in accordance with professional horticultural and ornamental practices.
- b) All weeds are to be removed from the plant beds, mulch areas, curbing, pavement, and tree rings on a continual basis.

SECTION 3 - FERTILIZATION, WEED, AND PEST CONTROLS

- The principles of an Integrated Pest Management (IPM) program shall be followed when applicable.

- The pest management program shall introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations.
- Scouting and treatments are performed year-round with treatments on an as needed basis to keep the lawn 95% free of weeds and turf damaging insects/fungus problems.
- In line with IPM practices all pest control products utilized will be the least harsh product available to effectively control the pest.
- Reports of findings will accompany treatments and visitations and be submitted to Landscape Management; pest problems will be addressed within 5 days of discovery.
- All necessary treatments will have a follow up inspections and treatments scheduled as per label recommendations.

3.1 FERTILIZATION:

All TURFGRASS areas shall be fertilized THREE (3) times per year using a complete balanced blend of quality commercial granular fertilizer during the months of February, May, and October. All PLANTS BEDS shall be fertilized FOUR (4) times per year during the months of March, May, October, and December. All TREES AND PALMS shall be fertilized TWO (2) times per year during the months of April, and October with a granular fertilizer.

- a) All fertilizer applications will be discussed and scheduled with Harborside Management prior to application.
- b) Fertilizer will be provided by Harborside Resort Paradise Island
- c) Plant Growth Regulators (PGR) may also be applied to slow the growth of certain areas during summer months
- d) All products will be applied by qualified, trained staff in accordance with VP of Landscaping's direction.
- e) Granular fertilizer/PGR shall be distributed by hand or mechanical spreader.
- f) Liquid fertilizer/PGR shall be applied by a calibrated sprayer in optimal working condition
- g) Rates of Fertilizer/PGR shall be designated by product label.
- h) Supplemental applications may be required and will be determined by plant health and growing conditions

3.2 WEED CONTROLS:

The Contractor will be responsible for weed control, including spot treatment, in TURFGRASS, PLANT BEDS, TREE RINGS, CONCRETE, SIDEWALKS, ROADWAYS, CURB LINES, PAVERS, FENCE LINES, ROCK WALLS AND BEACHES.

- a) Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant TURFGRASS.
- b) Applications of pre and post emergence weed controls will be applied at times, if warranted, to control weeds without damaging the desirable turf grass or plant material.
- c) Weeding shall be done regularly to always keep landscape and turf areas free of weeds.
- d) Post chemical control of weeds, unsightly dead weeds will be manually removed.

3.3 PEST CONTROLS:

An employee of Contractor that is versed in the recognition, diagnosis and treatment of all major ornamental diseases and pests shall inspect the site on a weekly basis. Insecticides and fungicides shall be applied only under the direction of a licensed applicator. Application shall be as often as necessary to help prevent and control insect and disease damage to shrubs. Rates and timing shall follow manufacturer's recommendations.

3.4 PALM INOCULATION:

Contractor will be responsible to treat palm trees on property for Lethal Yellowing. The program requires treating all palms against this disease THREE (3) times a year.

SECTION 4 – IRRIGATION

The work required shall include all labor, supervision, equipment, and tools to complete the work specified in accordance with professional irrigation practices. The system operation will be inspected a minimum of ONE (1) time per month for proper timing, water usage, coverage, and ability to sustain the landscape/turf in a healthy condition.

- a) A monthly report of the irrigation service is to be sent to the Harborside Management
- b) All irrigation parts for repairs will be provided by Harborside Resort Paradise Island or billed by "Contractor" on an as needed basis.
- c) Preventative maintenance practices will be performed to ensure the irrigation system is always working properly.
- d) Any necessary repairs to the irrigation system must be immediately addressed and repaired by the contractor before leaving the site for the day. Approval will be obtained from Landscape Management before repairs are made.
- e) Repairs or replacements will be performed at the "Contractor's" expense to correct damage by the "Contractor".
- f) Routine maintenance will be performed weekly and includes clearing away grass, debris and other impurities that may hinder the operation of the irrigation system.
- g) Valve boxes and heads are to be edged, clean and flush to the ground always to ensure they are visible, functioning and out of the way of mowers.

SECTION 5 – MULCH APPLICATION

All mulched areas will be replenished at least twice a year depending on needs. All mulch will be provided by Harborside Resort Paradise Island to the "Contractor".

- a) Mulching applications will be performed in a manner as to not disrupt routine maintenance and will be integrated into the daily routine until completed, no longer than 6 weeks

- b) Labor for the mulch applications will be provided by the “Contractor” at no additional expense.
- c) All mulched areas will be maintained at 2-3” of mulch.
- d) Mulch is not to be applied up against the trunk of trees or the stems of the plants as to not suffocate or bury the plant material.
- e) Mulched areas around the property are to be maintained weed free and well defined along their edge.

SECTION 6 – TIME AND ATTENDANCE

The contractor must have a system of keeping their employees’ times and attendance. This will be reported daily, weekly, and monthly to Harborside Management. Payments will be made only for the time and attendance the contractor’s staff works on property. Adjustments to payments will be made if staffing levels are not kept to the agreed upon terms within the contract. Extra staff may be requested from time to time and will be compensated for accordingly.

This agreement will be for the entirety of Harborside Resort Paradise Island and its encompassing property. The contractor’s staff will be assigned to work where they are needed and will not be solely dedicated to specific areas.

B. SERVICES

At a minimum, the following services are required to be provided:

- 1. A vendor with experience willing to provide continuous and exceptional services.
- 2. A vendor that can guarantee quality, dedicated resources, and customer service.
- 3. A vendor with quick turn-around times and able to accommodate last minute request.
- 4. A vendor with competitive pricing.
- 5. A vendor that can bring value to Harborside.
- 6. Provide at one (1) experienced full-time Director, a full-Time Manager and sufficient qualified support staff dedicated to carrying out the Contractor’s service obligations. These personnel shall be responsible for delivering quality services.
- 7. Provide an efficient communication response team to liaise with Harborside staff for the purpose of any inquiries.

C. ADDITIONAL REQUIREMENTS

- 1. Contractor shall bill their services directly to the Resort for services rendered.
- 2. Any discounts being provided by must be reflected on the invoice.
- 3. Interdepartmental facility support.

D. CONTRACTOR EMPLOYEES

- 1. Contractor employees working at the Resort must be able to speak, read and write utilizing the English Language.

2. Contractor will be responsible for all background checks for the Contractors Personnel including criminal history and drug screening. The Contractor shall also ensure that all employees possess all necessary medical clearances, training and/or licenses that may be required as per Governmental laws, agencies, rules, or regulations. Resort may require that certain documents be presented to Resort prior to the employee's assignment at Resort.
3. The Contractor is responsible for providing adequate orientation, training and supervision of all Contractor employees working at the Resort. Resort will require that the Contractor hold a one-hour (1hr.) orientation session for new employees to be held at the Resort. As Resort representative may attend all or part of these orientations; All Contractor employees will be required to adhere to the Resort's policies for business Ethics as well as the Contractor's own Policies & Procedures.
4. All Contractor employees must always present themselves in a professional manner and will be required to wear a uniform while working at the Resort.
5. Resort reserves the right to require the Contractor to remove and replace any employee who conducts or presents his or herself in a manner detrimental to the operation of the Resort.

E. TERM

The term of the contract is intended to be for a period of Four (4) Years.

F. INSURANCE

The selected Contractor shall be required to maintain in force adequate commercial general liability, errors and omissions, automobile, and other forms of insurance (as more particularly set forth in the Insurance Requirement section below), in each case with insurers reasonably acceptable to the Resort, with policy limits sufficient to protect and indemnify the Resort and its parents, subsidiaries and affiliates at every tier, and each of their officers, directors, agents, employees, subsidiaries, partners, members and controlling persons, from any losses resulting from your or your agents, servants or employees conduct, acts, or omissions. The insurance policies and coverage described above shall recognize Contractor's insurances as primary and non-contributory over any insurance, self-insurance, deductible or retention carried by the Resort, shall not reduce or limit the Contractor's obligation to indemnify or the Resort's ability to make claims arising from this Agreement, and shall cover claims regardless of where they are made in the world. The Resort shall be listed as additional insured under such policies, and you shall forward a certificate of insurance verifying such insurances upon the Resort's written request, which certificate will indicate (if available from the insurance company at no cost to Contractor) that the Resort will be immediately notified in writing of any notice of termination.

INSURANCE REQUIREMENTS

Contractor, at Contractor's expense, shall procure and keep in force and effect at all times during the Term and any extension thereof, the following insurance cover with insurers acceptable to the Resort, in such form and with only such restrictions and exclusions as the Resort may approve, and all such insurance cover must be in accordance with all relevant laws of the Commonwealth of The Bahamas:

1. **Commercial General Liability**—Commercial General Liability Insurance written on an occurrence basis in the name of Contractor with the Resort, Note Vendor’s insurance policy is to include “The Resort Parties are Brookfield Hospitality Properties LLC, BREF Bahamas, Ltd, Atlantis Resort SPE Limited, Atlantis Holdings (Bahamas) Limited, Island Hotel Company Limited, Paradise Enterprises Limited, Brookfield Hospitality Management LLC, Marriott International, Inc., Residences at Atlantis Development Limited, Residences at Atlantis Condominium Association Limited, Harborside at Atlantis Development Limited and Harborside at Atlantis Management Limited, along with their parent, related and affiliated companies at every tier, and the officers, directors, employees, agents, representatives, successors and assigns of each of the foregoing entities. In addition, I agree that any claim, demand, or action against any other entity alleged to have owned, operated, marketed Atlantis Resort or any affiliated entity or venue on Paradise Island, The Bahamas ("the Resort"), or that is alleged in any way to be responsible for any claim related to my stay at the Resort, such other entity shall be deemed a "Resort Party" entitled to the same rights, protections, immunities and benefits of "Resort Parties" including but not limited to the forum selection agreement contained herein.” AS ADDITIONAL INSURED). Such insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of all operations and activities pertaining to the Agreement and shall include coverage for: blanket contractual liability, personal injury, broad form property damage, cross liability and severability of interest. The limit of insurance shall not be less than \$2,000,000 for each occurrence and \$5,000,000 in the aggregate. Limits can be satisfied by a combination of primary and excess umbrella liability insurance.
2. **Automobile** (if Applicable)—Automobile liability insurance with respect to licensed vehicles which are owned, non-owned, leased or hired to be used in connection with the agreement, with limits of not less than \$1,000,000 inclusive per occurrence against bodily injury, death and property damage.

General Terms and Conditions of Insurance:

1. **Additional Insured**—all policies of insurance must name Resort and its specified affiliates as additional insureds.
2. **Waiver of Subrogation**—Contractor and Contractor’s insurer shall have no right of subrogation against Resort or its affiliates.
3. **Notice of Cancellation**—Each of the policies of insurance required to be provided and maintained shall contain an agreement by the insurer to the effect that it will not cancel the policy prior to its expiration except upon 30 days prior written notice to Resort.
4. **Breach of Warranty**—Contractor and Contractor’s insurer agree that any insurance afforded to the Resort or its affiliates under all such policies shall not be invalidated by any act or neglect by Contractor, whether such act or neglect is a breach or violation of any warranties, declarations or conditions of Contractor’s policies.
5. **Worldwide Territory Coverage**—Commercial General Liability and Media Content Errors &

Omissions insurances shall include worldwide territory coverage.

The insurance coverage and policy limits required will not mitigate Contractor's obligations to indemnify, defend and hold harmless the Resort for claims made or suits brought which result from, or are in connection with Contractor's performance under this Agreement.

If this Agreement allows the Contractor to subcontract any work or services to be completed under this Agreement, then Contractor shall require the subcontractor(s) to maintain the same level and quality of insurance as is required of the Contractor under this Agreement.

The Contractor shall be responsible for providing the Resort certificates of insurance, evidencing that all the required insurances under this Agreement are in place, including any subcontractors' insurance.

G. INDEMNITY

The selected Contractor agrees that it will indemnify, defend, and hold the Island Hotel Company Limited dba Atlantis Resort & Casinos and their agents and employees harmless from suits, causes of action, or claims of damages arising out of or related in any way to the work performed under this Contract with results in injury to any person and /or property.

6. NOTICES

- (a) This RFP has been complied with in good faith. The information contained within is selective and subject to the Resort's updating, expansion, revision, and amendment.
- (b) The Resort reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and /or the services which are outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.
- (c) Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the Resort and any other party, save for a formal written contract, properly executed by both parties.
- (d) Responses to this RFP will become the property of the Resort and will form the basis of negotiations of an agreement between the Resort and the apparent successful respondent.
- (e) The Resort is not liable and will not be responsible for any costs incurred by any Contractor(s) for the preparation and delivery of the RFP responses, nor will the Operator be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the Resort.
- (f) The Resort reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
- (g) A single response to the RFP may be deemed a failure of Completion (RFP), and in the best interest of the Resort, the RFP may be cancelled.
- (h) Contractors may withdraw a proposal that has been submitted at any time up to the proposal's closing date and time. To accomplish this, a written request signed by an authorized representation of the Contractor must be submitted to the RFP Contact. The Contractor may submit another

proposal at any time up to the proposal closing date and time.

- (i) As a result of the selection of a Contractor to supply products and/or services to the Resort, the Resort is neither endorsing nor suggesting that the Contractor's services are the best or only solution. The Contractor agrees to make no reference to the Resort in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the Resort.
- (j) Any information contained in the proposal that is deemed propriety must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored.
- (k) All materials submitted in response to this RFP become the property of the Resort. Selection or rejection of a response does not affect this right.
- (l) The Resort will not be liable for any error in Contractor proposals. Vendors/Firms will not be allowed to alter proposal documents after the deadline for proposal submission. The Resort reserves the right to make corrections or amendments due to errors identified in proposals by the Resort or the respondent. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Contractors are liable for all errors or omissions contained in their proposals.
- (m) A bid bond is not required.
- (n) A performance bond is not required.
- (o) All proposals and related material shall become the property of the Resort upon delivery and shall be subject to public inspections at the conclusion of the selection process.
- (p) This RFP and the selected Contractors submittals, including all provisos, warranties, commitments, and representations set forth therein, will be binding upon the selected Contractor and at the Resorts option, may be incorporated into any Operator contract with the Contractor.
- (q) The Resort shall not be liable under any circumstances for cost incurred by the Contractor in the preparation, revision, or presentation of any proposal in response to this RFP.

7. SERVICE LEVEL REQUIREMENTS AND QUESTIONS

(a) **Performance Guarantee**

Please describe your company's Performance Guarantee to Harborside Resort, and your re-dress policy.

(b) **Key Performance Indicator (KPI) Tracking**

What KPI's does your company have to offer to Harborside Resort to track and report on performance, and customer service?

(c) **Contract Term**

Can you satisfy the contract term? What would be your terms and conditions?

8. EVALUATION OF BIDS

To help guide you in the preparation of your bid, Atlantis will evaluate Bid submittals on the following basis:

- (a) **80%** weigh towards overall customer experience, pricing, equipment, and services to Atlantis; and

- (b) **20%** weigh towards understanding and meeting the needs of Atlantis.

9. TECHNOLOGY AND INNOVATION

(a) **Innovation Focus**

What has been your company's focus area for new product/chemicals and innovation in the last 3 – 4 years?

(b) **Industry Changes**

What aspects of the industry does your company expect to change the most in the next 2 – 3 years?

(c) **Best Practices – Acquisition and Supply Chain Costs**

What best practices in Landscaping and Grounds Maintenance Services can your company offer the Resort that will reduce waste and expenses?

Right to Reject Request for Proposals

The Resort reserves the right to reject any or all proposals at any time without penalty. The Resort reserves the right to refrain from contracting with any Contractor. The release of this RFP does not compel the Resort to enter a contract. The resort may elect to proceed further with this project by interviewing other proposers or proceeding with an award.