



PARKS CANADA AGENCY
REQUEST FOR PROPOSALS

**For the Management, Operation and
Maintenance of Waterton Lakes Golf Course
Waterton Lakes National Park of Canada**

Waterton Lakes National Park, Box 200, Waterton Park, AB. T0K 2M0.

1.0 INTRODUCTION

- 1.1** This Request for Proposal (RFP) is an invitation to prospective proponents to submit proposals for the management, operation, maintenance and capital improvements of Parks Canada's owned Waterton Lakes Golf Course located in Waterton Lakes National Park. The Successful Proponent will be responsible for providing all personnel, labour, materials, tools, equipment, services and specialized skills required to plan, manage, operate and maintain the facilities and infrastructure in accordance with the RFP.
- 1.2** The objective of this RFP is to lease the existing 18-hole Golf Course and to provide an opportunity to a proven owner/operator to maximize the potential of this facility within Waterton Lakes National Park.

The Proponent's approach in responding to the requirements in this RFP should be guided by the following principles:

- A strong commitment to the protection of natural heritage and cultural heritage resources and environmental management;
- Complements and contributes to a unique and memorable national park experience for Canadians and international visitors; and
- Contributes positively to local and provincial economies by demonstrating innovation and creativity in attracting new markets, providing new services resulting in increased economic activity and spin-offs.

1.3 Definitions

- a. "Conflict of Interest" includes, but is not limited to, any situation or circumstance where, in relation to the RFP process the Successful Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage including, but not limited to (i) having or having access to information in the preparation to its Proposal, other than information that is property of the Proponent, that is confidential to Parks Canada and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or, could be seen to compromise the integrity of the open and competitive RFP process and render the process non-competitive and unfair;
- b. "Waterton Lakes National Park" or "Park" mean Waterton Lakes National Park of Canada;
- c. "Golf Course" means the Waterton Lakes Golf Course located in Waterton Lakes National Park of Canada;
- d. "Lands" means the land under the administration and control of Parks Canada that would be leased to the Successful Proponent;
- e. "Lease Agreement" means the Lease Agreement the Successful Proponent will be required to enter into with Parks Canada that grants the Successful Proponent the right to manage, operate, maintain and undertake capital improvements at the Waterton Lakes Golf Course;

- f. “Mandatory Requirements” means the minimum requirements that will be met in order for Proposals to be considered. Failure to meet Mandatory Requirements will render the Proposal non-compliant and no further consideration will be given to the Proposal;
- g. “Parks Canada” means the Parks Canada Agency, a body corporate established under Section 3 of the Parks Canada Agency Act, S.C. 1998, c.31;
- h. “Proponent(s)” means an individual or legal entity that submits a Proposal in response to this RFP;
- i. “Proposal” means all of the documentation submitted by a Proponent in response to this RFP;
- j. “Rated Criteria” means the Proposal response requirement established by Parks Canada against which Proponent Proposals will be evaluated. Rated Criteria do not include the Mandatory Requirements; and
- k. “Successful Proponent” means the Proponent that achieves the highest score in the RFP evaluation and selection process.

1.4 Parks Canada

Parks Canada is a separate Government of Canada agency that is legislatively charged with the management of Canada’s 49 National Parks, 168 National Historic Sites and 4 National Marine Conservation Areas. Parks Canada, as the steward of these heritage places, protects and presents them for the benefit and enjoyment of Canadians while ensuring that they remain unimpaired for present and future generations. All persons who deliver visitor opportunities, including those under contract with Parks Canada, are expected to provide services in a manner consistent with this mandate.

There are three mutually supportive areas within the Parks Canada mandate:

- Protection of heritage resources;
- Facilitation of opportunities for meaningful visitor experiences; and
- Fostering public appreciation and understanding about Canada's heritage.

In national parks, protection includes all those activities related to the protection of cultural and natural resources and natural processes.

Visitor experience is defined as the sum total of a visitor's personal interaction with protected heritage places and people, an interaction that awakens the senses, affects the emotions, stimulates the mind, and helps the visitor create a sense of attachment and commitment to these places.

Parks Canada aims to reach Canadians at home, at leisure, at school and in the communities through communication and education opportunities designed to increase awareness, understanding, and appreciation of the significance of Parks Canada’s heritage places and the importance of protecting and presenting them. Parks Canada

also strives to engage stakeholders and partners in the protection and presentation of Parks Canada's administered places.

All those who deliver visitor opportunities under contract with Parks Canada are expected to provide services in a manner consistent with this mandate.

For more information on Parks Canada go to our website at:
<http://www.parkscanada.gc.ca>.

1.4.1 Official Languages

The Successful Proponent shall endeavour:

- (a) to provide services to the public in both official languages of Canada; and
- (b) to provide that signs, notices and printed materials used for the purpose of informing the public are in both official languages of Canada.

1.4.2 Integrated Pest Management Policy

The main objective of the *Parks Canada Integrated Pest Management Guideline* (Guideline) is to provide operators on Parks Canada lands and waters with detailed information on management procedures and best practices for use, storage, handling and disposal of pesticides. It is developed to complement the *Parks Canada Integrated Pest Management Standard* (Standard), which aims at increasing awareness, compliance with applicable legislation and code of practice, and consistency in integrated pest management practices across the Agency, while reducing potential risk to human health and the environment. While the requirements of the Standard are to be complied with, this Guideline provides general guidance that should be considered when working with pesticides across the Agency.

1.4.3 Impact Assessment Act

The *Canadian Environmental Assessment Act 2012* has been replaced by the *Impact Assessment Act (IAA)* coming into force on **28 August 2019**. The new Act addresses key themes identified in an in-depth review of federal environmental assessment in Canada in 2016: public participation and transparency; engagement with Indigenous peoples; science, evidence, and knowledge; and regional and strategic assessments.

There are still two streams of federal assessment: Designated Projects in project list regulations and projects on federal lands. Parks Canada will continue to use our own process (pathway selection based on risk assessment) to meet obligations under the new IAA.

For more information, visit our website:

<https://laws.justice.gc.ca/eng/acts/1-2.75/page-1.html#h-1160082>

1.5 Waterton Lakes National Park

Waterton Lakes National Park is where the “Mountains meet the Prairie”. Waterton Lakes receives an average of approximately 490,000 visitors per year (average over the last 5 years). Located in southwest Alberta, three hours from Calgary, AB; one and one half hour from Lethbridge, AB; forty-five minutes from Pincher Creek, AB; thirty minutes from Cardston, AB and an hour from the Canada-United States border. With the Rocky Mountains to the west and Waterton Lake and the prairies to the east, Waterton Lakes National Park offers something for everyone.

The main highlights for Waterton Park are the Red Rock Parkway, Akamina Parkway, Bear's Hump hike, Waterton Lakes and the heritage presentation programs. Visitors can participate in a range of outdoor recreational experiences, such as back country or front country hiking and camping, boating, sailing, canoeing, kayaking, biking, picnicking, golfing, climbing, fishing, horseback riding, cross-country skiing, snowshoeing and sightseeing.

Visitor demographics include a high density of visitors in the months of June through September with a large percentage being families, regional and international visitors, and seniors.

The Townsite of Waterton Park has approximately 140 seasonal cottage leasehold properties whose occupants recreate in the park between April 1 and October 31 annually. There are approximately 50 year-round residents that are employees of Parks Canada and other commercial operations. There are two commercial accommodations that operate year-round and six commercial accommodations that are available seasonally. There are a number of other commercial entities ranging from cafes, restaurants, liquor store, grocery store, gift shops and chocolate shops that operate during the summer season.

The information found in 1.5.1 – 1.5.6 are reference documents of significance and designations for a Proponent considering operations in Waterton Lakes National Park.

For more information on Waterton Lakes National Park visit our website at: <https://www.pc.gc.ca/en/pn-np/ab/waterton/info>

1.5.1 Park Management Plan

Under the Canada National Parks Act, a Management Plan for a national park is prepared which provides clear direction for the management and operation of the park. Management Plans are Parks Canada's key accountability documents to Canadians providing long-term direction to protect heritage resources, facilitate opportunities for visitor experience and provide public outreach education.

1.5.2 Waterton Lakes National Park Community Plan (2000)

Located along the north shoreline of Upper Waterton Lake in Waterton Lakes National Park, the Waterton Community is a focal point for visitors to Waterton-Glacier International Peace Park World Heritage Site. Waterton National park protects for all time a unique and extraordinary diverse assemblage of physical, biological and cultural resources for the benefit, understanding and enjoyment of present and future generations of Canadians and other visitors. Growth in regional tourism, and economic changes place increasing demands upon the community. The role of this community plan is to guide community management; ensuring the Waterton Community continues to contribute to the national parks' mandate for years to come.

1.5.3 Waterton-Glacier International Peace Park

In 1932, the United States of America and Canada created the world's first International Peace Park: joining together Glacier National Park and Waterton Lakes National Park as the Waterton-Glacier International Peace Park (WGIPP).

At the time of inscription, the Peace Park commemorated the peace and goodwill our two nations share.

Today, Waterton Lakes National Park and Glacier National Park use peace and goodwill to work towards shared management: protecting the water, plants and animals that are found in the WGIPP. You will find the Waterton–Glacier International Peace Park an oasis of solitude and tranquility, a powerful setting for personal reflection on peace.

1.5.4 World Heritage Site

UNESCO designated Waterton-Glacier International Peace Park as a World Heritage Site on December 6, 1995.

A World Heritage Site is a place (such as a forest, mountain, lake, desert, monument, building or city) of special cultural or physical significance to the world.

To be listed, sites must be of universal value and meet at least one out of ten selection criteria. The protection, management, authenticity and integrity of the sites are also an important consideration.

1.5.5 Waterton Biosphere Reserve

The Waterton Biosphere Reserve (WBR), designated in 1979 by UNESCO, was Canada's second biosphere reserve and is one of only 18 biosphere reserves in Canada.

The WBR is a special place where people are encouraged to demonstrate innovative approaches to conservation and sustainable use to achieve the goal of conserving biodiversity while ensuring the continued growth of the local economy in an ecologically sustainable way.

1.5.6 International Dark Sky Park

In 2017, Waterton Lakes National Park and Glacier National Park of the United States were recognized by the International Dark Sky Association (IDA) as an International Dark Sky Park.

This is the first IDA designation in the world to cross an international border.

This joint effort recognizes the incredibly dark skies found at the two parks and makes a long-term commitment to protecting and preserving these high-quality conditions.

1.6 Description of Opportunity

Parks Canada Agency places the highest priority on protecting our special place for all Canadians, visitors and residents of Waterton Lakes National Park. Our vision is to provide visitors and residents with the opportunity to participate in a unique environment with many iconic vista's and impressive landscape views. Waterton Lakes Golf Course is one of Canada's oldest courses, inspired by Stanley Thompson and constructed from 1929 – 1939. The public course has much to offer with an 18-hole course that challenges and impresses players, as well club and cart rental, a pro shop, a practice green and a licensed clubhouse.

Service is a vital element in the delivery of an excellent visitor experience. Proposals will be assessed in their ability to provide customers with great golfing experience and quality service through an appealing variety of presentations.

The Golf Course is located northwest of community of Waterton Park along the entrance road.

There are number of structures located on the Land that will be available to the Successful Proponent.

1.6.1 Pro-shop

A small Pro-shop is available at the Golf Course and acts as the first point of contact for all visitors and players. The offer from this facility ranges from Tee-off reservations and registration, club and golf cart rental, sale of golf supplies and customer services for the Golf Course.

1.6.2 Staff Accommodation

A one-bedroom apartment unit attached to the pro-shop shall be used for the purposes of housing staff. The operators of the Golf Course, historically, have been fortunate to employ individuals from the local communities to support their operations. It is the responsibility of the Successful Proponent to provide staff accommodations should hire personnel from afar.

1.6.3 Clubhouse with Patio

The licensed Clubhouse and patio looks out over the 9th and 18th greens and currently offers a lunch and dinner menu. The Successful Proponent can present their offer in their proposal.

1.6.3 Maintenance building

Unfortunately, in 2017's Kenow Fire the maintenance building at the Golf Course was destroyed. The Waterton Lakes Golf Course has undertaken the reconstruction of the maintenance building through insurance funds provided by Parks Canada. The exterior of the structure is almost complete, and details are available with respect to the approved Building Permit to the Successful Proponent. The desired outcome is to have this structure completed for the 2021 Operating Season.

1.6.4 Equipment

Canada supports the reduction of greenhouse gases and would like the Successful Proponent to consider the use of electrically operated golf carts and other equipment necessary to operate and maintain the Golf Course as part of their inventory.

1.6.5 Access Road

The road to the Golf Course is paved to a gravel parking lot. The Successful Proponent, as part of 1.6.6 Capital Improvements, will design and construct a parking lot with an enhancement to the entry to the venue.

1.6.6 Capital Improvements

1.6.6.1 Maintenance Building

Completing construction of maintenance building to replace the structure lost in the 2017 Kenow wildfire. Insurance funds made available for this construction, receipts will be provided with respect to what has been spent and any outstanding contracts that may need to honored for the completion.

- 1.6.6.2** Clubhouse
Successful Proponent can present their vision for improvements to the Clubhouse that would demonstrate innovation and creativity in attracting new markets, providing new services resulting in increased economic activity and spin-offs.
- 1.6.6.3** Landscaping and Entry
Landscaping and improving the aesthetics of the entry and parking area.
- 1.6.6.4** Site services and Utilities
Electrical services are provided by FortisAlberta. Natural gas services provided by Chief Mountain Gas. The Successful Proponent will responsible for all charges for service and utilities at current market rates.
- 1.6.6.5** Site Furnishing
The Successful Proponent will use furnishings and landscaping materials that are compatible with the existing natural environment while allowing complete uninterrupted involvement with Park experiences.

2 **LEASE**

Parks Canada will enter into a Lease Agreement with the Successful Proponent for the purposes set out in the Sample Lease Agreement attached, forming Schedule “A” of this RFP, for a term up to 25 years. The Successful Proponent will be required to pay an annual rent for the right to manage, operate, maintain and complete capital improvements of Parks Canada’s owned Waterton Lakes Golf Course and associated infrastructure.

Parks Canada will meet with the Successful Proponent, upon award of the Lease, in the first year and then at an annual meeting on the second Tuesday of April each year to discuss operations, calendar of events, hours and recapitalization projects occurring on-site during the upcoming season. Parks Canada expects the Successful Proponent to provide regular service during May- September visitor season at a minimum.

The Successful Proponent shall open for business fully fixtured, stocked and staffed no later than the 21st of May, 2021 and thereafter continuously, actively and diligently carry on, on the whole of the Land through the term, the business as described in this RFP, all to the satisfaction of the Superintendent.

2.1 Conditions to be met

The Successful Proponent will be required to meet the following:

2.1.1 Management, Operation and Maintenance

The Successful Proponent will be responsible for providing all personnel, labour, equipment, materials, tools, services and specialized skills required to manage, operate and maintain the facilities and infrastructure in accordance with the Lease Agreement.

2.1.2 Natural Resource Protection

The Successful Proponent will co-operate with Parks Canada in providing access to

the Lands for ecosystem-based monitoring and management, visitor safety programs, forest fire protection and law enforcement patrols and investigations in support of heritage resource protection. Parks Canada will provide the Successful Proponent with reasonable notice and activities will be coordinated so as not to interfere with Golf Course activities.

2.1.3 Environmental Management

For the Golf Course, the Successful Proponent will put in place the Audubon Cooperative Sanctuary Program or a similar program that meets the approval of the Superintendent.

2.1.4 Golf Association Membership

2.1.4.1 The Successful Proponent shall be a member of the Alberta Golf Association and participate in the pilot program 'Youth on Course in Alberta', as well as hold a membership with Canadian Professional Golf Association in good standing or having a CPGA Professional in good standing on staff within 5 years of the commencement of the Lease.

2.1.4.2 The Successful Proponents will ensure that they participate in public relations activities that promote the golf course, including but not limited to, hosting and golfing with media and special guests and participating in trade activities.

3.0 TERMS AND CONDITIONS OF RFP

3.1 Proponents to Obtain Request for Proposal Only Through Parks Canada

Proponents considering themselves qualified for this opportunity and intending to submit a Proposal should obtain the RFP only from the Government of Canada Buy and Sell website.

3.2 All New Information to Proponents by Way of Addenda

If for any reason Parks Canada determines it is necessary to provide additional information relating to this RFP, such information will be communicated to Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Parks Canada will issue all addenda to and provide a copy to Proponents either by fax, email or courier.

3.3 Inquiries and Requests for Additional Information

Any request for clarification or additional information concerning this RFP must be **addressed in writing** to:

Parks Canada,
**Proposal – Waterton Lakes Golf Course, Waterton Lakes
National Park, Alberta**
Please Quote RFP # PCAWLNP2021GC001
Rachel Fernandes-Ubell
PO Box 200
Waterton Park, AB
ToK 2M0
rachel.fernandes-ubell@canada.ca

To ensure that all Proponents receive equal information, the request and response to requests for clarification and information will be provided to all Proponents who have requested a RFP document. The identity of the group or individual asking for clarification or information will not be revealed. The deadline for requests for clarification or information and Parks Canada's response is ten (10) working days prior to the deadline for submission of proposals.

3.4 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

3.5 Amending or Withdrawing Proposals Prior to the Proposal Submission Deadline

At any time prior to the Proposal submission deadline, a Proponent may amend or withdraw a submitted proposal. The right of Proponents to amend or withdraw includes amendments or withdrawals wholly initiated by Proponents and amendments or withdrawals in response to subsequent information provided by addenda. Any amendment should clearly indicate what part of the Proposal the amendment is intended to replace.

A notice of amendment or withdrawal must be sent to the address set out above prior to the Proposal submission deadline and must be signed by an authorized representative of the Proponent. Parks Canada is under no obligation to return amended or withdrawn Proposals.

3.6 Limitations of Liability

The Proponent shall not hold Parks Canada or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives liable for any error or omission in any part of this RFP. While considerable effort has been made to ensure that all information contained in the RFP is accurate, Parks Canada does not represent or warrant that the information contained in this RFP or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP.

Parks Canada and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives shall not be liable to the Proponent or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives for any losses (including damage for loss of anticipated profit), expenses, costs, claims, damages, including incidental, indirect, special or consequential damages, or liabilities arising out of or by reason of or attributable to this RFP or arising out of, submitting a Proposal, requesting clarification, the communication on any information contained in the Proposal to any party, including the public, or due to Parks Canada's acceptance or non-acceptance of the Proposal received, or as a result of the termination of this RFP.

3.7 Proponents to Bear Own Costs

Each Proponent is responsible, at its own cost, for conducting its own independent

research, due diligence, travel and any other work or investigations or seeking any other independent advice necessary for the preparation of the Proposal and, if selected, for entering into the Lease Agreement.

3.8 Clarification of Proponents' Proposals

Parks Canada reserves the right to seek clarification and supplementary information relating to the Proposal from Proponents after the Proposal submission deadline. The response received by Parks Canada from the Proponent shall, if accepted by Parks Canada, form an integral part of that Proponent's Proposal. Parks Canada reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals.

In the event that Parks Canada receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by Parks Canada to be inaccurate, incomplete or misleading, Parks Canada reserves the right to revisit the Proponent's compliance with the Mandatory Requirements and/or adjust the scoring of the Rated Criteria.

3.9 RFP Incorporated into Proposals

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

3.10 No Incorporation by Reference by Proponent

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of the Proponent's Proposal.

3.11 Proposals to be Retained by Parks Canada

Parks Canada will not return the Proposal or any accompanying documentation submitted by a Proponent.

3.12 Selection of the Successful Proponent

Parks Canada anticipates that the Successful Proponent will be selected within approximately 30 days of the Proposal submission deadline. Notice of selection by Parks Canada to the Successful Proponent will be in writing. The Successful Proponent shall execute a Lease Agreement in the form attached to this RFP as Schedule "A" Sample Lease Agreement. This provision is solely to the benefit of Parks Canada and may be waived by Parks Canada at its sole discretion.

A Proponent who submits conditions, options, variations or contingent statements to the terms set out in the Sample Lease Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified. Parks Canada acknowledges the need to add transaction-specific particulars to the Sample Lease Agreement, but Parks Canada will not otherwise make material changes to the form of the Sample Lease Agreement. Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Sample Lease Agreement.

3.13 Failure to Enter into Lease Agreement

If the Successful Proponent fails to execute the Lease Agreement or satisfy any other applicable conditions within thirty (30) days of Parks Canada informing a Proponent

that the Proponent is the Successful Proponent, Parks Canada may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Successful Proponent.

3.14 Notification to Other Proponents of Outcome of RFP Process

Once the Successful Proponent and Parks Canada execute the Lease Agreement, the other Proponents will be notified by Parks Canada in writing of the outcome of the RFP process, including the name of the Successful Proponent, and the award of the Lease Agreement to the Successful Proponent.

3.15 Debriefing

Proponents may request a debriefing after receipt of a notification of the award of the Lease Agreement to the Successful Proponent. All requests must be in writing to Parks Canada and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent RFP opportunities.

3.16 Proponent not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Lease awarded pursuant to this RFP without first obtaining the written permission of Parks Canada.

3.17 Reserved Rights of Parks Canada

Parks Canada reserves the right to:

- (a) Make public the names of any or all Proponents, including Proponent team members;
- (b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- (c) Assess a Proponent's Proposal on the basis of:
 - (i) Information provided by references;
 - (ii) The Proponent's past performance on previous contracts awarded by Parks Canada;
 - (iii) The information provided by a Proponent pursuant to Parks Canada exercising its clarification rights under this RFP process; or
 - (iv) Other relevant information that arises during this RFP process;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Disqualify any Proponent whose Proposal contains information that in the sole opinion of Parks Canada is a misrepresentation or inaccurate or misleading;
- (f) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (g) Cancel the RFP process at any stage;
- (h) Cancel the RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (i) Refuse conditional Proposals;
- (j) Offer other visitor experiences in this location that could complement and not compete with the golfing experience;

- (k) Disqualify any submission that is substantially incomplete or does not follow the format outlines;
- (l) Accept any Proposal in whole or in part; or;
- (m) Reject any or all Proposals.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and Parks Canada shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from Parks Canada exercising any of its express or implied rights under this RFP.

By submitting its Proposal, the Proponent authorizes the collection by Parks Canada of the information set out under (d) in the manner contemplated in that subparagraph.

3.18 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the federal laws of Canada. By submitting a Proposal, the Proponent attorns to the exclusive jurisdiction of the Federal Court of Canada.

4.0 SUBMISSION PROCEDURES AND DEADLINES

4.1 Submissions

Proposals must be submitted in the following method:

A Proponent must submit three (3) numbered copies in each marked envelope as follows:

- The items identified under the Mandatory Requirements shall be submitted in a separate sealed envelope labelled “Mandatory”;
- The items identified under the Experience, and Operating and Environmental Proposal shall be submitted in a separate sealed envelope labelled “Experience, Operating and Environmental Proposal”;
- The Financial Proposal items shall be submitted in a separate sealed envelope labelled “Proposed Rent”.

The three marked packages shall be placed in one single large envelope and submitted to the address stated in 4.6.

Proposal submissions must include the following:

- Completed proposal form
- Completed business plan
- Security deposit in the amount of \$500.00
- Site Certificate

Proposals not accompanied by the above documents will be considered incomplete and rejected.

Instructions for preparing and submitting proposals are provided in this document.

This Request for Proposals is NOT an invitation for tender or otherwise an offer. Furthermore, no contract or legal obligation shall bind Her Majesty unless

Her Majesty notifies the successful proponent in writing, and the proponent signs the Lease as described herein with Her Majesty.

It is anticipated that there may be modifications to the proposals **AFTER** the submission date, and Her Majesty specifically reserves the right to negotiate modifications to proposals in order of descending acceptability.

Her Majesty reserves the right to cancel this Request for Proposals at any time, without any liability to Her Majesty.

Each proponent should be fully familiar with the conditions relating to the service to be performed, shall inspect the site, and be thoroughly familiar with the Lease. Failure to do so will not relieve the successful proponent of obligations to enter into the Lease, or to render the services set forth in the proposal.

Proposals shall be submitted on the proposal form (attached) provided herein, together with a security deposit in the form of a certified cheque, money order, bank draft or bid bond in the amount of Five Hundred Dollars (\$500.00), made out to the Receiver General for Canada. Certified cheques, money orders and bank drafts must be drawn on a bank to which the Bank Act applies. Bid bonds must be issued by a firm and in a form acceptable to Her Majesty.

Proposals will be evaluated after the closing date of the submission of proposals, after which an announcement will be made to the successful candidate, if a proponent is selected, approximately 30 days of the Proposal submission deadline.

Her Majesty reserves the right to negotiate modifications to any proposals.

Security deposits will be returned to unsuccessful proponents within fourteen (14) days after the selection and official notification that a proponent has been selected.

If a proponent is selected, the successful proponent must execute a Lease and return said Lease to her Majesty within ten (10) days of receipt of the lease.

If the successful proponent withdraws the proposal within the time limited for acceptance (ten days), the security deposit may, at the option of Her Majesty and without prejudice to any of Her Majesty's rights at law or in equity, be forfeited to Her Majesty.

All information supplied by proponents will be held in strict confidence pursuant to the terms of the Access to Information Act and the Privacy Act.

4.2 Deadline for Submission of Proposals

Proposals must be received on or before the closing date and time. The deadline for submission of Proposals is:

Monday, February 8th, 2021 at 15:00 Mountain Daylight Saving Time

It is the responsibility of Proponents to ensure their Proposals are received at the required address before the closing date and time. **Proposals received after the closing date**

and time indicated in this RFP will not be accepted and will be returned unopened to the Proponent.

4.3 Extension of Proposal Submission Deadline

Parks Canada may, at its sole discretion, extend the Proposal submission deadline for a reasonable amount of time.

4.4 Late Proposals

Parks Canada will return Proposals delivered after the stipulated closing date and time, unless they qualify as a delayed Proposal as described below.

4.5 Delayed Proposals

A Proposal delivered or received after the closing date and time but before the awarding date may be considered, provided the Proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Parks Canada are:

- (a) a CPC cancellation date stamp; or
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label that clearly indicates that the Proposal was mailed before the bid closing date.

Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of Proposals are not acceptable reasons for the Proposal to be accepted by Parks Canada.

Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

Proposals must be received on or before the exact date and time stated in this Request for Proposal. Proposals received after this date may not be considered however, if it is determined to be in the best interest of the Crown, Her Majesty reserves the right to evaluate late proposals in the event that other proposals received are not satisfactory.

4.6 Address for Submission of Proposals

Faxed submissions will not be considered. Email submissions will not be considered. Proposals shall be clearly marked as:

Solicitation Number: PCAWLNP2021GC001

Proposals shall be addressed to:

Parks Canada,
Proposal – Waterton Lakes Golf Course, Waterton Lakes National Park, Alberta
Please Quote RFP # PCAWLNP2021GC001
Rachel Fernandes-Ubell
PO Box 200
Waterton Park, AB
T0K 2M0

5 EVALUATION OF PROPOSALS

5.1 The proposals submitted will be evaluated against the criteria outlined below. The proposal must contain sufficient information, in the form of a business plan (See Section 7.0) to convince the evaluation committee of the feasibility for success of the operator. Proposals will be evaluated by an internal evaluation committee and/or a private consultant. The Lease may be awarded to the proponent with the highest score.

5.2 Criteria to be used in the evaluation and awarding of the Lease:

- a. Total Points =100
- b. Proposals must achieve the minimum points required in each category in order to be deemed complete.

5.3 Evaluation Categories

5.3.1 Evaluation Category One: Service to the Public and Lease Operations 45 points (minimum 25 points required).

a. Experience of Proponent

Relevant experience in the operation of a golf facility, employing staff, and providing direct service to the general public and demonstrating innovation and creativity in attracting new markets.

b. Commitment of Proponent

Degree to which the proponent is invested in the operation. Investment includes financial contributions in support of the operation and direct involvement in the daily operation and overall management of the Lease.

The proponent, or an employee with full management authority (financial, operational and staffing) will be present during operating hours, a minimum of 50% during each one-week period. Contingency plans should be in place when the proponent is absent from site.

The quality of marketing materials and any submitted plans will be evaluated for both quality and effectiveness.

c. Staff Experience

Experience and accreditation of key staff, and auxiliary staff in operation of the Lease. An identified training plan for all staff must be in place.

d. Provision of Bilingual (English/French) Service to the Public

Ability and commitment of the proponent to ensure that service is available in both Official Languages. A full time bilingual staff member is a definite asset and will result in higher points; however other creative solutions to ensure that bilingual service is provided will also be considered. No proposal will be rejected solely on the basis of the inability to guarantee bilingual staffing 100% of the time; however, proponents must demonstrate their commitment to working together with Parks Canada in providing an Active Offer of Bilingual Services. Parks Canada may assist in the translation of written materials such as menus.

- e. Transportation of Goods and Staff
Operational plan which ensures staff and necessary goods will be in place each day prior to opening and that adequate back-up arrangements are in place to guarantee uninterrupted service to the public during regular operating hours.
- f. Service Offer
Quality, value, creativity, and a range of different types of services for the proposed operations will be assessed to appeal to a wide range of visitors.
- g. Environmental Stewardship
Proponent demonstrates commitment and support for environmental responsibility through their operational practices and selection of products and materials.

5.3.2 Evaluation Category Two: Return to the Crown 20 points (minimum 10 points required).

a. Land Rent

The Request for Proposal is for the term of 25 years commencing on the 1st of April, 2021 and the Land Rent for the first ten (10) years is set by Parks Canada and described below. For the remaining fifteen (15) years a proposal of 'Return to the Crown' will be evaluated and granted points based on the best Return to the Crown; with the caveat that the period from the 1st of April, 2031 to the 31st day of March, 2041 will be an offer greater than four (4) % of the average annual Gross Revenue and for the period from the 1st of April, 2041 to the 31st day of March, 2046 will be an offer greater than six (6) % of the average annual Gross Revenue.

THE LESSEE COVENANTS AND AGREES TO PAY yearly and in every year to Her Majesty, at the office of the Superintendent, an annual land rent in an amount equal to the greater of a combination of percentage of annual Gross Revenue and Capital Improvement Fund; and Base Rent for a period commencing on the 1st day of April, 2021 and ending on the 31st day of March, 2046:

Two (2) % of the annual Gross Revenue on revenue for the first ten (10) years for the period commencing on the 1st day of April, 2021 and ending on the 31st day of March, 2031 and the Lessee will, at minimum, deposit an additional two (2) % of Gross Revenues on an annual basis into a Capital Improvement Fund (see terms for the Fund below) for the first ten (10) years commencing on 1st day of April, 2021 and ending on 31st day March, 2031.

1. The Lessee shall establish and manage a separate Capital Investment Fund to be drawn down on to complete capital improvement projects approved in writing by the Superintendent.
2. The Lessee will provide detailed written costs for proposed and actual expenditures from the Capital Improvement Fund.
3. The Lessee acknowledges and agrees that at the end of the ten-year period, any funds remaining in the Capital Improvement Fund shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

4. The Capital Improvement Fund will be shown as a separate item in the financial statements.
5. The Lessee acknowledges and agrees that any investment income on the Capital Improvement Fund shall remain in the Capital Improvement Fund.

— % of the annual Gross Revenue on revenue for the period of the agreement commencing on 1st day of April, 2031 and ending on 31st day of March, 2041.

— % of the annual Gross Revenue on the revenue for the period of the agreement commencing on the 1st day of April, 2041 and ending on the 31st day of March, 2046

and

for the first five (5) year period of the Lease, the annual Base Fee for each year of the period is agreed to be the sum of \$ 10,000.00 (ten thousand dollars). For the sixth and every subsequent year, the annual Base Fee for each year shall be four (4) % of the average annual Gross Revenue during the previous five (5) year period adjusted annually (“Base Fee”), all hereinafter called the (“Land Rent”).

The Lessee shall pay the Base Fee in two equal instalments in advance of, on or before the 1st day of April and October in each year of the Period. On the date of execution of this Lease, the Lessee shall pay the Base Fee prorated up to the first instalment date. Each year within ninety days (90 days) following the Lessee’ Fiscal Year End, the Lessee shall pay any balance owing on the Land Rent accompanied by financial statement from the Lessee indicating the annual Gross Revenue for the said fiscal year.

b. Ability to meet financial requirements

The proposal must demonstrate that the proponent is financially capable of providing the proposed services and comply with the terms of the Lease; including supporting documentation from financial institutions and suppliers where appropriate.

The proposal must also demonstrate that the proposed operation is financially sustainable and presents the proponent with a reasonable chance of success. Standardized industry ratios and related analysis will be used to judge business plan submissions.

5.3.3 Evaluation Category Three: References and Reliability 25 points (minimum 10 points required).

a. References

A minimum of four references shall be provided, each of whom is familiar with the past business operations of the proponent. At least one reference must be able to discuss the financial abilities of the proponent to meet the requirements of the Lease. The proponent’s ability to manage staff, organize and run a service operation, and deal with the general public in a courteous and professional manner under potentially stressful conditions will be evaluated. (Reference 7.0 Business Plan Outline)

- b. Reliability
Evidence from previous businesses and/or employment which demonstrate the proponent's ability to complete all aspects of complex projects in a thorough and timely manner.

5.3.4 Evaluation Category Four: Quality of Information and Proposal 10 points (Minimum 5 points required).

- a. Quality of Proposal
The proposal should be presented in a clear, organized and logical manner and demonstrate that the proponent has a clear understanding of the requirements necessary for the provision of the service ensuring that all issues are addressed. Her Majesty reserves the right to request additional information.

Each criterion shall be assessed and points awarded based upon the information provided.

Rating Category	Percentage of Available Points in each
Exceptional	85 – 100%
Very Good	70 – 85%
Good	60 – 70%
Acceptable	50 – 60%
Not Acceptable	Points will not be awarded if the submission fails to address the identified criteria to a minimum acceptable level (50%)

A completed proposal must demonstrate the proponent's ability to satisfy the evaluation criteria.

6 BRIEFING SESSION

- 6.1** A mandatory briefing session will be held at the Waterton Lakes Golf Course, Waterton Lakes National Park, Alberta at 1 p.m. on Wednesday, January 13th, 2020 (Please note the meeting will be weather dependent and COVID-19 restrictions permitting – meeting could be moved online) to review the proposal specifications, and to answer any questions proponents may have regarding this Request for Proposals. An additional briefing session may be scheduled if Her Majesty deems it necessary. In order for a proposal to be considered complete and merit consideration, **all proponents or their representatives must attend this briefing session.**
- 6.2** Site Certificate will be provided to all Proponents that attend the Briefing Session that shall be included in the Proposal Package as confirmation of attendance.

7 **BUSINESS PLAN**

This business plan will represent the proponent's general submission and should include (at a minimum): a clear identification of the proponent's vision and concept for the delivery of services; complete operational, marketing and financial plans; staffing information; product information (e.g. service offer); and any other information that may assist Her Majesty in making a realistic assessment of the proponent's capabilities. The information may be provided in various forms, including but not limited to: written descriptions, historical background, scale drawings, photographs, artists' renderings, material samples etc.

The following outline may be used in the preparation of a submission. Sections B, C, G and H are mandatory requirements.

- a. Description of current business operations of proponent
 - History/start-up of businesses
 - Legal status and particulars
 - Samples of marketing materials
- b. Business Objectives (**shall be included in proposal**)
 - Objectives should be clear, measurable and realisticMay relate to, gross sales, profits, or other performance measures
- c. Management Abilities (**shall be included in proposal**)
 - Proponent's background
 - Practical and/or related experience
 - Qualifications of proponent and key employees
 - Organizational structure and reporting relationships.
 - Include a current curriculum vita
- d. Physical Facilities and Equipment
 - Description of equipment to be supplied by proponent and used in operation
- e. Internal Operations
 - Security and loss prevention plan
 - Transportation of goods and staff
 - COVID – 19 mitigations
 - Emergency Response Plan
- f. First Year Operating Plan
 - Required services or additional proposed services
 - Hours of operation
 - Quality control measures
 - Staff training and certification plan
 - A general marketing approach
- g. Financial Plan (**shall be included in proposal**)
 - Financial statements (if available) for the last five years of operation
 - Forecasted financial statements, including an Income Statement, Cash Flow Statement and Balance Sheet.

- First year statements should be presented based on the season, with the exception of the Balance Sheet which can be presented on a year-end basis.
- All forecast assumptions must be provided
- Statement of personal financial affairs
- Planned capital investment, financial requirements
- Sources of financing
- Availability of financing and other resources

h. References **(shall be included in proposal)**

- Letter from insurance institution(s) in support of proponent's ability to obtain commercial general liability insurance.
- Letter from financial institution(s) supporting proponent's ability to obtain financing
- Two additional business references (bank, lawyer, accountant, business associate etc.)

i. Throughout the business plan it would be appropriate for the proponent (where applicable) to address the following issues:

- Environmental stewardship
- Protection and safety of people and facility,
- Commitment to providing service in both official languages
- Reliability (ability to ensure uninterrupted service on a daily basis)
- Safety (visitor and employee safety and emergency action)
- Any experience serving or working with Indigenous communities.

8. RESPONSIBILITIES OF LESSEE

8.1 Parks Canada expects the successful proponent to provide regular service for the visitor season from the May - September 08h00 to 20h00 **at a minimum**. Events and activities do occur outside of these hours and the proponent is encouraged to offer service at other times. Parks Canada will meet with the successful proponent each year on the second Tuesday in April to discuss a calendar of events, programs and hours of planned operation for the upcoming regular visitor season.

8.2 Provide a detail of services to be offered and provides an overall value for money experience, as determined by the Field Unit Superintendent, must be maintained during the Lease. The offer shall strive for a balance of popular items and alternatives. Preference may be given to Lessees that propose appropriate service offer options. Range of service offer items must demonstrate fair and competitive pricing. Quality and value of the service offer will be assessed from time to time during the Lease by Parks Canada. All pricing must receive the prior written approval of the Field Unit Superintendent.

8.3 Golf Course Service

8.3.1 Provide eighteen (18) hold green fee play for general public. Provide a public reservation system which is acceptable to the Superintendent which allows golfers to reserve times by phone or online reservations basis. Provide service intentions on

the separation of Tee times.

- 8.3.2** Provide annual golf membership privileges for members, such that arrangements shall be subject to the review and approval of the Superintendent.
 - 8.3.3** Provide practice facilities which may include a driving range.
 - 8.3.4** Provide a limited number of scheduled tournament packages such that they do not unreasonably limit use by the general public.
 - 8.3.5** Provide rental equipment in the form of clubs, pull carts and electric powered carts in sufficient quantities to meet public demand.
 - 8.3.6** Allow the use of and provide the storage for, privately owned golf carts on Waterton Lakes Golf Course for a fee to be comparable to those prevailing in the market area.
 - 8.3.7** Provide score cards free of charge for the golfing public.
 - 8.3.8** Provide an on-course host marshalling system to assist in keeping the play flowing smoothly during peak periods, and to maintain general security and an acceptable level of conduct on the golf course.
 - 8.3.9** Provide a starter system which permits an orderly flow of players onto the golf course during peak periods.
 - 8.3.10** Provide a certified golf course Operator each and every year of the term; and shall be a Canadian Professional Golf Association (CPGA) golf pro by year five (5).
- 8.4** Food and Beverage Service
- 8.4.1** Provide food and beverage services both indoors and patio service, at the Golf Course Clubhouse.
 - 8.4.2** Provide alcoholic beverage services in accordance with Alberta Gaming, Liquor and Cannabis Control Board requirements.
 - 8.4.3** Provide food services that meet Alberta Health Services requirements at prices comparable to those elsewhere in the market area.
 - 8.4.4** Keep all vending machines either indoors or screened if outdoors.
 - 8.4.5** Ensure that all equipment and sanitation procedures meet all pertinent Provincial and Federal Health Regulations.
- 8.5** Service to the Public
- 8.5.1** In each and every year of the period of the term, the Lessee shall be open to the public at times mutually agreed to in writing by the Superintendent and the Lessee.
 - 8.5.2** Submit to the Superintendent for review, proposed prices for annual memberships, green fees, rental of electric carts, pull carts, golf clubs, storage and track fees and

golfing lessons. In approving the rate and fee increases, the Superintendents will take into consideration changes in the consumer price index; prevailing rates and fees for similar facilities and equipment in the market area; and projected revenue, expenditures and cash flow information which support or substantiates any rate and fee increases which are in excess of those for similar facilities and equipment in the market area.

8.6 Staff accommodation

Provide at its own expense, all required staff accommodation. A one-bedroom apartment unit attached to the pro-shop may be used for this purpose. No additional staff accommodation shall be provided on site, except that at such time as renovations to the clubhouse are undertaken, additional staff accommodation facilities may be incorporated into the design which are acceptable to the Superintendent.

8.7 Marketing Plan

Provide a Marketing Plan as part of this Request for Proposal process; and review and submit proposed marketing plan annually on the second Tuesday of March at the annual meeting.

8.8 Acceptable levels of experience and training in service offer or related business operations must be demonstrated by the Lessee and staff.

8.9 Be responsible for daily cleaning and maintaining clean conditions throughout the operating day in the areas of the Lease.

8.10 Clean, sort, package and identify all recyclable materials and place in the area designated by Parks Canada.

8.11 The Lessee is responsible for security requirements of facilities, equipment and users at all times.

8.12 At its own expense, employ a sufficient number of suitable persons to supply all services, maintenance and improvements required by the Lease and shall be responsible for the selection, training and availability of all staff. Lessee will ensure that all staff maintain a professional appearance and are neatly attired in clean, functional clothing or uniforms which shall include nametags in both Official Languages (English/French). Lessee shall ensure that all its employees display a positive attitude about the business customers, Parks Canada and its partners.

8.13 An on-site supervisor shall be identified at all times and have authority to act on behalf of the Lessee.

8.14 Provide a cash register and all other equipment required to operate the Waterton Lakes Golf Course and maintain all equipment in a good and clean condition satisfactory to Parks Canada.

8.15 Provide off-site storage for stock that cannot be held in on-site designated storage area.

- 8.16** Changes to the Golf Course will be by mutual agreement between the Lessee and Parks Canada.
- 8.17** Lessee may develop and use a method of determining the extent to which customers are satisfied with the level of service they experience. The Lessee will share this information with Parks Canada.
- 8.18** Clubhouse, Pro-shop and Staff Accommodation shall remain as a non-smoking area; designated smoking area can be proposed. The only exception to this is for Parks Canada authorized formal sacred ceremonies by Indigenous people. Parks Canada will give notification of such ceremonies to the Lessee.
- 8.19** No contaminants, pollutants, toxic, dangerous, hazardous substances or materials as defined under any applicable statutes, regulations, by-laws, ordinances, requirements or orders imposed by any competent authority, shall be used, emitted, discharged, stored or disposed of except in strict compliance with such statutes, regulations, by-law, ordinances, requirements or orders.
- 8.20** Lessee will provide monthly or daily till receipts at the request of Parks Canada. Lessee will prepare and submit once per year an annual report that will include financial records and operational issues and recommendations. This report will form the basis of an annual meeting, held on the second Tuesday of March, to discuss all aspects of the Lessee.
- 8.21** Financial records shall be maintained according to Canadian Generally Accepted Accounting Principles (GAAP).
- 8.22** Lessee will be required to install and maintain a Point of Sale machine in the service area at their own cost.
- 8.23** Lessee will ensure that staff and necessary goods will be in place each day prior to Golf Course opening and that adequate back-up arrangements are in place to guarantee uninterrupted service.
- 8.24** Lessee will provide timely service to customers, and have a system in place to handle those periods when the number of customers exceeds optimum capacity (tour groups).
- 8.25** Lessee shall obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain.
- 8.26** Lessee will comply with all terms and conditions of the Lease.
- 8.27** Lessee will be responsible for the cost and payment of the following utilities: water, sewer, garbage, electricity and natural gas.

9 RESPONSIBILITIES OF PARKS CANADA AGENCY

- 9.1** Provide a list of equipment, furniture and trade fixtures currently available to the Successful Proponent that are to a standard acceptable to Parks Canada Agency and

the Lessee. The Lessee is responsible to identify any problems with equipment and notify Parks Canada. Qualified repair persons shall be used for all repairs to ensure code compliance.

- 9.2** Any additional equipment, furniture and trade fixtures required will be the responsibility of the Lessee.
- 9.3** Parks Canada will maintain the water and sewer lines from the Golf Course to Park facilities.
- 9.4** Parks Canada will empty the garbage can as part of their regular route through the Park.
- 9.5** Parks Canada will not be responsible for loss of any articles left in the custody of the Lessee or for the loss of any goods or merchandise left on the premises.

10.0 FACILITY INFORMATION

Legal description:

Lot number Nine (9) within Sec. 36, Tp 1, Rng 30 West of the 4th Meridian and the N ½ Sec 25, Tp 1, Rng 30 West of the 4th Meridian in Waterton Lakes National Park of Canada in the Province of Alberta, as said parcel is shown on a plan of record number 75846 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office for the South Alberta Land Registration District at Calgary under number 9410232.

ATTACHMENTS

Request for Proposals

Waterton Lakes Golf Course, Waterton Lakes National Park, AB

PROPOSAL FORM INSTRUCTIONS

1. Section 1 of the Proposal Form shall be completed by applicant and included in the package submission.
2. Submissions must indicate the proponent's official Name and Business address.
3. All spaces in the proposal must be legibly filled in. Any alterations must be initialled by the person(s) executing the Proposal on behalf of the proponent. The initials must be immediate to the alteration or correction.
4. Submissions must indicate in the area provided in the Proposal document, the proposed return to the Crown the proponent is prepared to pay for the right to provide the service proposed and to enter into the Lease
5. Submissions must indicate in the space provided in the Proposal document, the amount of annual Land Rent the applicant is prepared to pay Her Majesty.

THE PROPOSAL

PARKS CANADA

CLOSING DATE: February 8th, 2021

LOCAL TIME: 15:00 hrs.

1. Proposal for the Provision of Services at Waterton Lakes Golf Course, Waterton Lakes National Parks of Canada.

2. Proposal Documents:
 - (a) Request for Proposals
 - (b) Attachments to Request for proposals

3. I/ WE

(Official Name of Company/Lessee)

(Business Address for the purpose of this Proposal)

having made or caused to be made, an inspection of the site of the Waterton Lakes Golf Course and having examined the documents listed in item 2 above, do hereby propose to enter into a Lease for the right to manage and operate the facilities outlined in item 1 above in strict accordance with the proposal documents and such further details and instructions as may be supplied from time to time and to pay to Her Majesty the Queen in Right of Canada, in consideration of said right, the following:

The Request for Proposal is for the term of 25 years commencing on the 1st of April, 2021 and the Land Rent for the first ten (10) years is set by Parks Canada and described below. For the remaining fifteen (15) years a proposal of 'Return to the Crown' will be evaluated and granted points based on the best Return to the Crown; with the caveat that the period from the 1st of April, 2031 to the 31st day of March, 2041 will be an offer greater than four (4) % of the average annual Gross Revenue and for the period from the 1st of April, 2041 to the 31st day of March, 2046 will be an offer greater than six (6) % of the average annual Gross Revenue.

THE LESSEE COVENANTS AND AGREES TO PAY yearly and in every year to Her Majesty, at the office of the Superintendent, an annual land rent in an amount equal to the greater of a combination of percentage of annual Gross Revenue and Capital Improvement Fund; and Base Rent for a period commencing on the 1st day of April, 2021 and ending on the 31st day of March, 2046:

Two (2) % of the annual Gross Revenue on revenue for the first ten (10) years for the period

commencing on the 1st day of April, 2021 and ending on the 31st day of March, 2031 and the Lessee will, at minimum, deposit an additional two (2) % of Gross Revenues on an annual basis into a Capital Improvement Fund (see terms for the Fund below) for the first ten (10) years commencing on 1st day of April, 2021 and ending on 31st day March, 2031.

6. The Lessee shall establish and manage a separate Capital Investment Fund to be drawn down on to complete capital improvement projects approved in writing by the Superintendent.
7. The Lessee will provide detailed written costs for proposed and actual expenditures from the Capital Improvement Fund.
8. The Lessee acknowledges and agrees that at the end of the ten-year period, any funds remaining in the Capital Improvement Fund shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.
9. The Capital Improvement Fund will be shown as a separate item in the financial statements.
10. The Lessee acknowledges and agrees that any investment income on the Capital Improvement Fund shall remain in the Capital Improvement Fund.

— % of the annual Gross Revenue on revenue for the period of the agreement commencing on 1st day of April, 2031 and ending on 31st day of March, 2041.

— % of the annual Gross Revenue on the revenue for the period of the agreement commencing on the 1st day of April, 2041 and ending on the 31st day of March, 2046

and

for the first five (5) year period of the Lease, the annual Base Fee for each year of the period is agreed to be the sum of \$ 10,000.00 (ten thousand dollars). For the sixth and every subsequent year, the annual Base Fee for each year shall be four (4) % of the average annual Gross Revenue during the previous five (5) year period adjusted annually (“Base Fee”), all hereinafter called the (“Land Rent”).

The Lessee shall pay the Base Fee in two equal instalments in advance of, on or before the 1st day of April and October in each year of the Period. On the date of execution of this Lease, the Lessee shall pay the Base Fee prorated up to the first instalment date. Each year within ninety days (90 days) following the Lessee’ Fiscal Year End, the Lessee shall pay any balance owing on the Land Rent accompanied by financial statement from the Lessee indicating the annual Gross Revenue for the said fiscal year.

I/We propose to pay the return to the Crown as indicated above for the duration of the Lease.

4. The undersigned agrees that the above proposal is irrevocable for a period of sixty (60) days following the Closing Date.
5. I/We understand and agree that this proposed Lease covers the right to manage, operate and maintain the Waterton Lakes Golf Course, Waterton Lakes National Parks of Canada commencing April 1, 2021 and ending March 31, 2046, in accordance with the terms and conditions contained in the documents listed in

item 3 herein and further, if my/our proposal is accepted, it is agreed that I/we will execute a Lease based on the terms and conditions of the documents listed in item 2, herein, within ten (10) days of acceptance of this proposal.

It is understood that proposals that are not accompanied by the above documents will be considered incomplete and will be rejected.

Dated at _____ this _____ day of _____ 2021

(seal)

(Company Name if applicable)

(Title of Officer of the Company)

If a partnership, the proposal shall be signed by all partners. If a company, the proposal shall be signed by the legally appointed signing officer(s) under the company's seal, and an extract from the Minutes of a Director's meeting shall be attached.