



Request for Proposal No: 2026-15-723

Published Date: July 9, 2026

Submission Instructions:

Electronic submissions only, shall be received by the Bidding system, no later than 2:00:59 PM (Alberta Time) on July 31, 2026

Request for Proposals:
Cardio Equipment for Wellness Centre
City of Cold Lake

Proposals must be received by the submission deadline outlined above, electronically, through the Bidding System. The closing time and date shall be determined by the Bidding System's clock. Late submissions are not permitted by the bidding system.

Proponents are cautioned that the timing of the Proposal submission is based on when the proposal is received by the Bidding System, not when a Proposal is submitted by the Proponent, as Proposal transmission can be delayed due to file transfer size, transmission speed etc. For these reasons, it is recommended that Proponents allow sufficient time to upload their Submission and attachment(s) (if applicable) and to resolve any issues that may arise.

The city will not accept Proposals by fax, email or hard copy.

This Request for Proposal (the "RFP") is issued by the City of Cold Lake (the "City"). This RFP consists of the following sections:

1. Part 1 – INVITATION AND SUBMISSION INSTRUCTIONS
2. Part 2 – GENERAL CONDITIONS OF PROPOSAL
3. Part 3 – Respondent Acknowledgement / SIGNATURE FORM
4. Appendix A – Scope of Work
5. Appendix B – RFP Response Requirements and Evaluation Criteria

Important Notice for this Opportunity

The City of Cold Lake has moved to a fully integrated online eProcurement Tool bids&tenders which allows vendors to view, register and submit bids entirely online in one quick, easy and convenient location.

- The Bid document(s) for this opportunity has been posted on <https://coldlake.bidsandtenders.ca> for viewing and downloading.
- Bid submission will be received online only, through the Bidding System.

There are no fees or charges for accessing or downloading City of Cold Lake Opportunities on bids&tenders.

Requirements:

1. Bidding System and Plan Taker

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity. Registering as a Plan Taker will enable the Proponent to download the Bid Call Document (without the watermark “Preview” on them), to receive Addenda/Addendum email notifications, to download Addenda and to submit their bid electronically through the Bidding System.

Proponents interested in this opportunity are invited to create a fee Bidding System Vendor account at <https://coldlake.bidsandtenders.ca> and click on the “Create Account” button. To register as a Plan Taker, click on the “Register for this Bid” button.

The opportunity can however be previewed with a watermark on it (only PDF’s), without creating a account.

The links provided below provide guide on how to create a Vendor account.

- <https://bidsandtenders.zendesk.com/hc/en-us/articles/360001984031-How-do-I-create-an-account-with-%20%20bids-tenders->
- <https://attendee.gotowebinar.com/recording/8673069059479882497>

Please note that any Bid(s) received from a Proponent that is not a registered as a Plan Taker for this particular Bid Call will be disqualified from the Competition.

2. Questions

Questions related to this Bid are to be submitted to the City Contact through the Bidding System only, by clicking on the “Submit a Question” button for the specific Bid opportunity.

3. Submission Confirmation

After a Bid is submitted, the Bidding System will send a confirmation email to the Proponent advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders at support@bidsandtenders.ca Late Bids will not be accepted.

4. Submission Format

Proponent should complete the online form(s) and upload the required documentation per each rated criteria section as set out, in PDF format or Excel format (if applicable). Proponents should not merge all documents into a single PDF; the documents should be split out as provided in the system for submission upload. If however, a Proponent needed to upload more than one (1) document per category or criteria, the documents should be combined into a single PDF file.

5. Addenda

Proponent(s) shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System by checking a box for each addenda and any applicable attachment.

If a Proponent submits their bid prior to the Bid closing time and date, and an addenda is issued, the Bidding System shall WITHDRAW the Bid submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the Bid. An incomplete status mean that the City has not received the Bid. The Bidder can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- i. make any required adjustments to their Bid; and
- ii. acknowledge the addenda; and
- iii. Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date.

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1. INVITATION TO PROPONENTS

This Request for Proposals (the “RFP”) is an invitation by the City of Cold Lake (the “City”) to invite qualified vendors to submit non-binding proposals to lease cardio equipment for the Wellness Centre. The detailed scope of work is described in Appendix A.

The successful Proponent(s) will be invited to enter into contract negotiations with the City for the provision of the services. The anticipated contract start date is outlined in Section 1.3, Table 1, unless otherwise amended.

1.2. PROJECT OVERVIEW

1.2.1. Introduction

The intent of this Request for Proposals (“RFP”) is to select a qualified vendor to provide cardio equipment for the Wellness Centre

This Request for Proposals (RFP) outlines the requirements, expectations, and evaluation criteria for the provision of requested services. Proponents are encouraged to highlight their expertise, commitment to quality, and ability to address the requirements of deliverables.

1.3. SUMMARY (Table 1)

Item	Item	Description
1.	RFP Name ("the Contract")	Request for Proposals - Lease Cardio equipment for the Wellness Centre
2.	RFP Number	2026-15-7230
3.	Deadline to submit Proposals ("Closing")	Friday July 31, 2026 at 2:00:59 MST
4.	Number of Proposals to submit	Electronic Copies: 1
5.	Authorized Contact Person ("Authorized Contact Person")	Paul McWilliams, General Manager of Community Services
6.	Delivery Address ("Delivery Address")	The City's electronic bidding system at Bids and Tenders https://coldlake.bidsandtenders.ca/Module/Tenders/en (the "Bidding System"). This will allow the Proponent to submit their proposal electronically through the Bidding System.
7.	Contact Information	To contact the City in relation to this RFP, Proponents must initiate the communication electronically through the Questions and Answer function ("Submit a Question"), within the Bidding System.
8.	RFP Schedule (subject to change at the City's sole discretion) Issue Date of RFP July 9, 2026 Mandatory Pre-Tender Meeting NOT REQUIRED Deadline for Questions Thursday, July 14, 2026 at 04:00:00 MST Submission Deadline As per "Closing" Anticipated Award August 7, 2026 Contract Commencement Date August 14, 2026	

1.4. MANDATORY PRE-BID MEETING

- 1.4.1. There is no requirement for a mandatory pre-bid site meeting

1.5. RFP DOCUMENTS

- 1.5.1. The Proponent is responsible for ensuring that it receives all documents identified in the Table of Contents.
- 1.5.2. A submitted Proposal must be in Adobe PDF format, unless noted otherwise.
- 1.5.3. To be considered a Proposal must be:
- received by the Closing date and time,
 - submitted via bids&tenders™.
- 1.5.4. Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFP may result in the Proposal being rejected.
- 1.5.5. A Proposal must be in enough detail to allow the City to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

- END OF PART 1 -

PART 2 - GENERAL CONDITIONS OF PROPOSAL

2.1. REQUIREMENTS

- 2.1.1. All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply with or fulfill such requirements. Proposals not clearly demonstrating they substantially comply with or fulfill the mandatory requirements may not be considered.
- 2.1.2. All requirements utilizing the word “should” are desired and the Proponent’s response to such requirements may be considered in analyzing proposals.
- 2.1.3. All statements using the words “may” or “might” are in the City’s discretion.

2.2. SUBMISSION OF PROPOSAL

- 2.2.1. Electronic Proposals submission only, shall be received by the Bidding System. Hardcopy submissions not permitted.
- 2.2.2. Proposals must submit its Proposal through the Bidding System:
<https://coldlake.bidsandtenders.ca/Module/Tenders/en>
- 2.2.3. In order to submit a Proposal, the Proponent must have a Bidding System account and be registered as a plan taker for this RFP.
- 2.2.4. In the event of any technical issues, Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca prior to Closing.
- 2.2.5. Proposals must be fully uploaded, finalized and submitted in the Bidding System on or before Closing.
- 2.2.6. The time of receipt of Proposals shall be determined by the Bidding System web clock.
- 2.2.7. Late Proposals cannot be submitted through the Bidding System after the specific Closing date and time and therefore will not be considered.
- 2.2.8. Proponents are cautioned that the timing of submission is based on when the Proposal is received by the Bidding System, not when a Proposal is submitted by the Proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, Proponents are advised to allow sufficient time to upload their complete Proposal documents and to resolve any issues that may arise.

- 2.2.9. Uploading large documents may take significant time, depending on the size of the files and your internet connect speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and times of the submission are governed by the bids&tenders™ web clock.
- 2.2.10. The Bidding System will send a confirmation email to the Proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone 1-800-594-4798, or email to support@bidsandtenders.ca.
- 2.2.11. The City is not responsible for files which do not open, errors in uploading, misplaced or incorrectly delivered proposals.
- 2.2.12. Fax Proposals will not be considered.
- 2.2.13. The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the City under this RFP by electronically signing the online form through the Bidding System. Responses submitted that do not include an electronically signed Signature Sheet will not be considered.
- 2.2.14. The law applicable to this RFP is the law in force in the Province of Alberta.
- 2.2.15. All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- 2.2.16. Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the City be responsible for these costs.
- 2.2.17. Proposals should adhere to the format as set out in Appendix B.

2.3. COMMUNICATION, QUESTIONS AND INQUIRIES BETWEEN PROPONENT AND CITY

- 2.3.1. Unless otherwise instructed by the City, only inquiries directed to the Authorized Contact Person at the Delivery Address and Contact Information set out in Part 1, Section 1.1 will be considered.
- 2.3.2. The Proponent cannot rely on any oral advice or representations made by the City.
- 2.3.3. The City will not accept delivery of written communication:
- 2.3.4. The City reserves the discretion to reject, refuse to accept, or otherwise disregard communication sent by a means other than that authorized above.

- 2.3.5. It is the Proponent's responsibility to confirm that the City receives any communication. The City accepts no responsibility for lost, misplaced or undelivered communications.
- 2.3.6. All communications regarding this RFP should be sent to the Authorized Contact Person, the City will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Authorized Contact Person, which may issue written addenda.
- 2.3.7. Only questions and inquiries concerning this RFP including questions related to facilities, the RFP Documents or other documents and information, discrepancies, omissions, ambiguities and conflicts directed to the City in the manner set out in Part 1, Table 1, and that are received no later than the date set out in item 8 of Part 1, Section 1.1 may be responded to by the City.
- 2.3.8. To ensure consistency and quality of information, the City may issue via its Bidding System to all Proponents questions and responses to questions relevant to the interpretation of this RFP, without revealing the source of the inquiries. All responses will be issued in the form of an addendum. The decision to issue or not issue an addendum is entirely at the discretion of the City. Information obtained from any other source is not official and the Proponent should not rely on it.

2.4. PROPOSAL PRICES

- 2.4.1. All prices proposed shall be in Canadian Currency. If not stated otherwise, the City will assume that prices quoted are in Canadian funds.
- 2.4.2. Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated.
- 2.4.3. Goods and Services Tax (GST) shall not be included in quoted prices.
- 2.4.4. Unless specified otherwise by the Proponent, the City will assume the Proposal to be firm for acceptance within 60 days of Proposal closing.
- 2.4.5. The costs and work description shall be written in common language with descriptions manageable to a lay person.

2.5. DELIVERY

- 2.5.1. Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.

2.5.2. The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.

2.5.3. RFP Process Timeline set out in Part 1, Table 1.

2.6. GENERAL

2.6.1. The City may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.

2.6.2. The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the City, or any other authority to enable the Proponent to do all things necessary to perform the Contract according to the provisions of the Contract.

2.6.3. Each Proponent warrants that the products and services it will supply to the City conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.

2.6.4. Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

2.6.5. Any references in the RFP to statutes or regulations or to any City bylaws are deemed to include the most recent amendments thereto or replacements thereof.

2.6.6. The successful Proponent hereafter shall be referred to as the “Proponent” as the context requires.

2.7. COMMITMENT

2.7.1. Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the City of Cold Lake.

2.7.2. Further, the City shall remain entitled to obtain services similar or identical to the Services from third parties.

2.8. LIMITATION OF LIABILITY

- 2.8.1. In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 2.8.2. In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$5,000,000.00) dollars.
- 2.8.3. In no circumstances will a Proponent be entitled to special damages.
- 2.8.4. The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$5,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

2.9. ACCEPTANCE OR REJECTION

- 2.9.1. The City reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the City's allocated budgets or if the scope of the City's requirements changes.
- 2.9.2. A Proposal may be rejected on the basis of the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 2.9.3. As it is the purpose of the City to obtain a Proposal most suitable to the interests of the City and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.
- 2.9.4. The City reserves the exclusive right in its sole discretion:
 - to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
 - to accept the Proposal in part or in its entirety;
 - to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - to reject all Proposals and to invite new Proposals for the services required;
 - to increase, decrease, delete, or vary any portion of the work;
 - to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;

- to reject Proposals which have conditions attached, which are not authorized by the RFP; and
- to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

2.10. ASSIGNMENT OF CONTRACT

A Proponent shall not, without the prior written consent of the City, which consent may be withheld at the sole discretion of the City, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of the Contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the City with evidence satisfactory to the City that the assignee can comply with the provisions of the Contract.

2.11. ACCESS TO INFORMATION ACT (ATIA)

The City acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The City acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The City is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the City will be subject to the provisions of this legislation.

2.12. PERFORMANCE AND EXCUSABLE DELAYS

2.12.1. The Proponent may be evaluated periodically throughout the course of work or at the end of the project as the case may be. The City will work with the Proponent to set key performance indicators (KPIs), which may have financial implications for not meeting certain KPIs. Any evaluations will be shared with the Proponent with the goal of immediate and permanent resolution of any problems and concerns.

2.12.2. The City and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

2.13. ENVIRONMENTAL CONSIDERATIONS

2.13.1. Proponents are advised that the City has a policy to support the purchase of products and services that will minimize any negative impact on the environment. The City recognizes that procurement decisions by its employees can make a

difference in pursuit of improving environmental performance. The City will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

2.14. CLARIFICATION

- 2.14.1. The City reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

2.15. NEGOTIATION

- 2.15.1. The City reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the City and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the City may, in its discretion, contact other Proponents whose Proposals are considered by the City suitable for the project and attempt to conclude a formal agreement with them.

2.16. RIGHT TO TERMINATE

- 2.16.1. Any of the following occurrences or acts will constitute an event of default by the Proponent under the RFP and any resulting contractual agreement:
- 2.16.2. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the City has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the City in its discretion may extend the time period for rectification or terminate the agreement;
- 2.16.3. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent party; or
- 2.16.4. the appointment of a Receiver for the Proponent.
- 2.16.5. Notwithstanding anything contained herein, the City may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the City is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the City or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.

2.16.6. The City in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Proponent upon giving 7 days notice to the proponent.

2.17. NO COLLUSION

2.17.1. Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.

2.17.2. Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

2.18. CONFLICT OF INTEREST

2.18.1. By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

2.18.2. Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.

2.18.3. If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

2.19. EXECUTION OF FORMAL AGREEMENT

2.19.1. This RFP represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The City will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the City. Only the execution of a written contract will obligate the City in accordance with the terms and conditions of that contract.

2.19.2. If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.

2.19.3. The complete RFP together with and subject to all the provisions contained therein, along with the City's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

2.20. CREDIT CHECKS

2.20.1. The City reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Proponent that will, in the City's opinion, protect the City's interests and/or demonstrate that the Proponent's or Proponent's business is financially sound. Failure to comply with such requests may result in a Proposal being rejected.

2.21. ACTS & REGULATIONS

2.21.1. The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Proponent's obligations under a Contract, including, without limitation the following:

- City of Cold Lake applicable bylaws
- Workers' Compensation Act
- Labour Relations Code
- Occupational Health and Safety Act
- Public Health Act
- Environment Protection and Enhancement Act
- Employment Standards Act
- Safety Codes Act

2.21.2. The Proponent as the Contractor shall abide by all rules and regulations adopted by the City and communicated from time to time in writing to the Proponent during the term of Contract.

2.21.3. If the Proponent is of the opinion that the associated costs to the Proponent to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Proponent is responsible, the Proponent may elect to terminate the contract in accordance with terms of contract herein or to

proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Proponent should bear.

2.22. PERFORMANCE

2.22.1. The successful proponent by entering into contract with the City, confirm their commitment and ability to comply with legislative requirements and industry standards and specifically to the following:

- That the Proponent will follow all policies and procedures of the City;
- That the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- The City's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the City to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the City for any losses, including fines or legal expenses, arising from health and safety liability.

2.23. INSURANCE REQUIREMENTS

2.23.1. The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in the forms satisfactory to the City, the following insurance policies:

2.23.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include a cross liability clause;

- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
- Proponents Equipment Floater Endorsement for full replacement costs.

2.23.1.2. The said insurance policies shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.

2.23.1.3. The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the City of the above-mentioned insurance policy at inception of the Contract and at each renewal date there after or when requested by the City.

2.23.1.4. The Proponent as the Contractor and not the City shall be responsible for any deductible that may apply in any of the said insurance policies.

2.23.1.5. The insurance requirements detailed here are considered to be the minimum required by the Proponent. These limits may be exceeded by the Proponent without consultation with the City.

2.23.1.6. All policies of insurance shall include as additional insured the City of Cold Lake, its Officers, administrators, assigns, employees, agents and Proponents. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the City of Cold Lake being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.

2.23.1.7. The Proponent covenants and agrees to indemnify and hold harmless the City, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

2.24. USE OF PREMISES

2.24.1. The Proponent shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads etc.) caused during the provision of services under the Contract.

2.24.2. The Proponent shall not jeopardize the security of any premises and shall conform to any security procedures established by the City.

2.25. REFERENCES

2.25.1. Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the following information, should be included with the Proposal:

- Name, location and brief description of the work; and
- Name of client, their telephone number.

2.25.2. The City reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation to determine if a Proponent is compliant with this RFP.

2.25.3. The City will not enter into a contract with any Proponent whose references, in the opinion of the City, are found to be unsatisfactory.

2.26. LENGTH OF CONTRACT

2.26.1. The successful Proponent will be invited to enter into contract negotiations with the City for the provision of the Service. The length of the contract will be for the duration of the project as stipulated in Part 1, Section 1. 3, Table 1 or as mutually agreed.

2.27. FUNDING

2.27.1. The Proponents acknowledge that the City cannot make financial commitments beyond the City's current fiscal year or, to the extent that the Services are associated with grant funding, beyond such grant. The Proponents therefore agree that the City may terminate the Contract for the provision of Services on thirty (30) days' notice to the Proponent if the City's approved annual budget does not provide sufficient funding or, if applicable, sufficient grant funding is not maintained, and such termination shall not constitute an event of default on the part of the City.

2.28. OCCUPATION HEALTH & SAFETY

2.28.1. For the purposes of the Occupational Health and Safety Act, the Proponent is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- “A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected.

2.29. CITY PROVIDED INFORMATION

- 2.29.1. All information provided to the Proponent including quantities or any other figures are accurate to the best of the City’s knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures or quantities may vary, and the City will not guarantee that this information is correct. Reliance on this information shall be at the Proponent’s own risk.
- 2.29.2. No claim shall be made by the Proponent on account of any loss of anticipated profits resulting from any excess or deficiency in the estimated figures or quantities. The City of Cold Lake reserves the right to terminate or to cancel any or all portions of the work and no claim shall be made on account of any loss of anticipated profits resulting from any cancellations or terminations in this Contract.

2.30. FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

2.31. CITY OF COLD LAKE BYLAWS

Copies of the applicable Bylaws are available online via City of Cold Lake website www.coldlake.com for the information of the Proponents. Proponents acknowledge and agree that the City may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

- END OF PART 2 -

PART 3 - SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions for Submitting Proposal, General Conditions of Proposal, Special Conditions of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the CITY OF COLD LAKE to contact any of the listed references submitted in their Proposal response.

If the RFP is being conducted through bids&tenders the Proponent will only need to acknowledge and agree to the Terms and Conditions through the Bidding System.
Physical signature form will not be required.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

- END OF PART 3 -

APPENDIX A – SCOPE OF WORK

1. SCOPE OF WORK

The City seeks to enter into a lease agreement for commercial-grade cardio equipment for the Wellness Centre.

2. PROJECT OBJECTIVES

2.1. Provide High-Quality Cardio Equipment

Ensure Wellness Centre users have access to modern, reliable, and commercial-grade cardio equipment that meets industry standards and user expectations.

2.2. Enhance the User Experience

Improve member satisfaction by offering a diverse selection of cardio equipment with contemporary features, accessibility options, and user-friendly technology.

2.3. Maintain Equipment Reliability and Safety

Minimize equipment downtime through preventative maintenance, timely repairs, and equipment replacement as required under the lease agreement.

2.4. Cost Efficiency

Obtain a cost-effective leasing solution that balances equipment quality, service levels, and long-term value for the City.

2.5. Support Wellness Centre Operations

Ensure the leased equipment aligns with the Wellness Centre's needs, capacity requirements, and operational goals and provide equipment that incorporates current fitness technology, performance tracking, connectivity features, and software updates where applicable.

2.6. Vendor Support

Secure responsive customer service, maintenance support, training, and warranty coverage throughout the lease term.

3. SAFETY

Health and safety are paramount on all work undertaken for the City.

The Proponents on the City of Cold Lake's list of safety screened Proponents (available at www.coldlake.com) should mention that in their proposal. Proponents not on the list are encouraged to complete the process prior to submission of the proposal. This will allow quick processing of the proposal by minimizing unnecessary submission of safety paperwork.

4. DELIVERABLES

The Proponent will deliver, at minimum:

4.1. Cardio Equipment Supply

- 4.1.1. Commercial-grade treadmills, ellipticals, stationary bikes, and other cardio machines as specified within this Appendix A.
- 4.1.2. Equipment must meet safety, durability, and accessibility standards suitable for public use.

4.2. Installation and Setup

- 4.2.1. Delivery, assembly, and installation of all equipment at the Wellness Centre.
- 4.2.2. Proper calibration and testing to ensure safe and efficient operation.

4.3. Maintenance and Support

- 4.3.1. Routine preventative maintenance to ensure equipment reliability.
- 4.3.2. On-call service for repairs, replacement of faulty parts, and technical support.

4.4. Training and Orientation

- 4.4.1. Staff training on proper equipment operation, safety protocols, and basic troubleshooting.
- 4.4.2. Provision of user manuals and operational guides.

4.5. Software and Connectivity Features

- 4.5.1. Installation of any digital or software features associated with the equipment (e.g., heart rate monitors, performance tracking, networked consoles).
- 4.5.2. Regular software updates and support as required.

4.6. Warranty and Liability Coverage

- 4.6.1. Provision of warranty documentation covering parts and labor for the duration of the lease.
- 4.6.2. Assurance of compliance with all local safety regulations and standards.

4.7. Replacement and Upgrades

Replace equipment that becomes non-functional beyond repair or that is obsolete during the lease term.

5. WORK SCHEDULE

All Proponents will be required to submit a detailed schedule including all project tasks as well as incorporating and highlighting key project milestones outlined below.

The City of Cold Lake would like to adhere to the following schedule for this project:

Project Milestone	Date
Project award to Proponent	August 7, 2026
Equipment Delivered	August 14, 2026

6. EQUIPMENT

The Proponent shall provide at their own expense all of the equipment necessary to provide the Goods and perform the Services.

All personal protective equipment must meet or exceed current WCB and OH&S regulations and requirements.

7. TRANSPORTATION

The City will not be responsible for transportation of the Proponent's personnel to and/or from any work site. This includes any transportation required between work sites during the working period. Proponent's personnel will not be permitted to ride in or on the City vehicles.

8. SOURCING

The Proponent shall provide only original equipment manufacturer Goods during the term of the Agreement. The City will not accept refurbished, remanufactured or used Goods.

9. PERSONNEL

The Proponent shall only use qualified and experienced personnel during the term of this Agreement.

10. COMMUNICATIONS

The Proponent should designate one (1) primary and one (1) back-up person as the Proponent's representatives responsible for the Proponents work under this RFP.

The Proponent should provide the names and telephone numbers, including emergency/after-hours numbers of such persons and should keep this information current with the City throughout the contract term.

11. TITLE TO AND ACCEPTANCE OF WORK / DATA OWNERSHIP

11.1. Proponent warrants that title to work and Products covered by any payment

made by the City to the Proponent will pass to the City, at the time of payment, free and clear of all claims, interests and encumbrances.

- 11.2.** Proponent further warrants that Products stored at the Site and for which payment has been received, shall not be removed from the Site and shall be kept secure and protected.
- 11.3.** Payments made by City shall not be construed as an acceptance that the Work, Products, or any part thereof is complete, is satisfactory or is in accordance with the Contract Documents.
- 11.4.** All data will become the sole property of the City without restrictions on future use, duplication, modification, and dissemination. The Respondent shall have no vested rights to the completed work and may not sell or reuse it without the City's permission. The project data furnished to the Respondent for use in rendering project services shall remain the property of the City and shall be returned on termination of the agreement. The Respondent may not distribute, sell or otherwise use data without the permission of the City.

12. BUSINESS LICENSE

The Proponent must obtain a City of Cold Lake Business License for the duration of the Term. This must be provided when agreement is signed. The Proponents on the safety screened list already have the City's business license and they are not required to submit again.

13. MANAGEMENT AND ADVISORY SERVICES

13.1. Payment:

Payment for Services will be paid as per the fees agreed in the contract.

13.2. Value Added and Services:

It is understood that each Proponent may bring different project approaches to the proposal and offer unique services as part of the project team. It will be important that the Proponent clearly articulate these services and associated costs.

13.3. Progress Meetings:

The successful Proponent shall work with the City Representative to create a regular meeting schedule for discussion and updates on the equipment performance. Proponent to attend meetings upon request from City Representative.

14. PROPONENT QUALIFICATIONS & PROJECT TEAM

The Proponent must be able to show that it has at least five (5) years of proven satisfactory performance and experience in projects of a similar size and scope and shall maintain a qualified team.

14.1. Proponents must demonstrate:

- Excellent customer service.
- The ability to repair equipment quickly and efficiently.
- Open and clear communication.

14.2. The Proponent shall retain a project team consisting of the following personnel:

14.2.1. Project Manager

The project manager should be capable of managing and addressing all of the concerns that arise with the leased equipment.

14.2.2. City Project Team

14.2.2.1. The following personnel will act as representatives for the City of Cold Lake:

14.2.2.2. Project Principal: Paul McWilliams, General Manager of Community Services.

14.2.2.3. Project Manager: Heather Miller, Manager of Programs & Services

14.2.2.4. Other Personnel: The City may assign other support staff as deemed necessary.

15. EQUIPMENT REQUIRED

The proponent shall include the following required equipment and breakdown within their proposal:

Number of Units Required	Equipment Type
2	Recumbent Exercise Bike with 24" screen
4	Upright Exercise Bike with 24" screen
4	Crosstrainer with 24" screen
8	Treadmill with 24" screen
4	Stairmaster with 24" screen
2	Performance Row
2	Arc Trainer with 24" screen

- END OF APPENDIX A -

APPENDIX B - RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

1. FORMAT AND OUTLINE OF RESPONSES

- 1.1. All responses are to be submitted in electronic form only.
- 1.2. Electronic RFP responses are to be in PDF (.pdf) format only. Where multiple files are submitted, the submission must include an index of all files.
- 1.3. Responses to each section shall be marked with the corresponding identifier.

2. PROPOSAL SUBMISSION REQUIREMENTS

- 2.1. Please include the following information in sufficient detail in the Proposal submission for the rated requirements to be evaluated and scored and ensure that the following outline and numbering provided is used for ease of reference by evaluators:
 - 2.1.1. Mandatory Requirements
 - 2.1.2. Corporate Experience and Qualifications
 - 2.1.3. Proposal must include
 - 2.1.3.1. Cover letter signed by an authorized officer
 - 2.1.3.2. Understanding of the project and proposed approach
 - 2.1.3.3. Detailed methodology and work plan
 - 2.1.3.4. Project team and roles
 - 2.1.3.5. Schedule and milestones
 - 2.1.4. Financial Proposal including detailed Fee Breakdown
 - 2.1.5. Relevant references
- 2.2. Proponents shall submit a proposal containing the following:
 - 2.2.1. Mandatory Requirements (Pass/ Fail): These shall be included at the end of the Proposal in an attachment labelled 'Mandatory Requirements'.
 - 2.2.1.1. WCB: Proponent must submit their most recent WCB Certification.
 - 2.2.1.2. Insurance: Provide evidence from your insurance company confirming your ability to secure insurance as described in Part 2, Section 2.25.
 - 2.2.2. Signature Form: Submission must include the Signature Form PART 3, of this RFP. Or if the RFP is being conducted through bids&tenders Proponents must agree and sign off within the Bidding System.
- 2.3. Submission Deadline: Submission must be received on or before the closing deadline, as stated in the "INSTRUCTIONS FOR SUBMITTING PROPOSAL".

3. PROPOSAL FORMAT

3.1. Proponents are required to organize their submissions according to the subject headings and in the order listed below:

3.1.1. Mandatory Requirements: As per Appendix B (Article 2.2)

3.1.2. Cover letter signed by an authorized officer

3.1.3. Understanding of the project and proposed approach

3.1.4. Detailed methodology and work plan

3.1.5. Engagement approach

3.1.6. Project team and roles

3.1.6.1. Proponents to identify the Project Manager for these Services. The proposal should include qualifications and experience. A resume must be provided for this role; the resume should include, but is not limited to, qualifications, education, experience, capability, and current workloads.

3.1.6.2. If a change to this list is required after the project is awarded, the Proponent must submit a written request to the City to authorize for the change. Any proposed replacement of a key staff member must have, in the opinion of the City, equivalent or better qualifications than the original staff member.

3.1.7. Schedule and milestones

3.1.8. Company Experience: Provide a summary of the Proponent's organization, evidence of expertise and strength of organization.

3.1.9. References: References must adhere to the requirements in Part 2.

3.1.10. Fee Breakdown: Breakout the fees in the following order:

- 1) All prices proposed shall be in Canadian Currency. If not stated otherwise, the City will assume that prices quoted are in Canadian funds.
- 2) Provide unit rates in Canadian dollars, exclusive of GST
- 3) Pricing will include all costs necessary to complete the full scope of the Service. The City will not be responsible for any additional costs or surcharges not identified.

If proposals contain more pages than identified above, only the pages to the identified limit will be reviewed. Appendix's do not count toward the page limit.

4. EVALUATION AND NEGOTIATION AND AWARD

- 4.1. Selection of the Successful Proponent pursuant to this RFP will be made based on value of their quotation, additional information requested and other factors relevant to the City. The responses shall be evaluated based on the matrix shown below.

A. Mandatory Requirements	Pass/ Fail
B. Corporate Experience and Qualifications	20
C. Methodology and Work Plan	30
D. Engagement approach	20
E. Project team	15
F. Financial proposal	15
TOTAL	100
G. Innovation and Value-Added Solutions – Bonus Points	5

- 4.2. The steps involved in the proposal evaluation and final selection are listed below:

4.2.1. Step 1 – Initial Review of Mandatory Requirements

Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements shall be disqualified.

4.2.2. Step 2 –Criteria Review

Step 2 will consist of an internal review of all compliant Proposals to determine the best overall Proponent based on the rated criteria as set out in the RFP. References provided may be used to re-evaluate and validate the Proposal submission.

4.2.3. Step 3 – Potential Interview

The top-ranked Proponents from Step 2 may be required to participate in an interview process. If an interview is required by the City, Proposals will be re-evaluated.

4.2.4. Step 4 – Selection

The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the City

Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent, no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.

Proponents should note that if the parties cannot execute a contract, the City may invite the next Proponent to enter into negotiations. In accordance with the process rules of this RFP process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

- END OF APPENDIX B -