



City of Summerside Tender
Fiber Rack Termination LDA7



THE CITY OF SUMMERSIDE
TENDER
Fiber Rack Termination LDA7

Due to the current Coronavirus / Covid 19 Pandemic crisis the City of Summerside will not be proceeding with public Tender openings.

Emails with subject clearly marked "**Fiber Rack Termination LDA7**" will be received by jmuttart@city.summerside.pe.ca before 1:00 pm AST on Friday May 6, 2022.

Tender results will be e-mailed to the Bidder immediately following the review of the Tender by the City of Summerside Staff responsible for the Project.

For technical information, please contact:

To: Jason Muttart, Jason.muttart@city.summerside.pe.ca



THE CITY OF SUMMERSIDE

TENDER

Fiber Rack Termination LDA7

1.0 TENDER INTRUCTIONS

- 1.1 Tender forms must be completed, signed, and dated.
- 1.2 The City of Summerside reserves the right to accept or reject any or all bids.
- 1.3 Tenders must be clearly marked "**Fiber Rack Termination LDA7**".
- 1.4 The lowest priced or any Tender may not necessarily be accepted.
- 1.5 Late Tenders will not be accepted.
- 1.6 Emailed Tenders will ONLY BE ACCEPTED at jmuttart@city.summerside.pe.ca
- 1.7 Tenders to be signed ONLY by authorized personnel.

2.0 BIDDER'S RESPONSIBILITY

It shall be the responsibility of each Bidder:

- 2.1 To acquire, from online or other sources as specified, any document (including any applicable copyright seal) that is referenced or mentioned in this Tender Call which is not physically attached herein;
- 2.2 To examine all the components of this Tender Call, including all appendices, forms and addenda.
- 2.3 To become familiar and comply with all the terms and conditions contained in this Tender Call and the policies and legislation set out on the City's website at <http://www.summerside.ca>

The failure of any Bidder to acquire, receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order issued based on its Bid.

3.0 ACCEPTANCE OR REJECTION OF TENDER

- 3.1 The Owner does not bind itself to accept any Tender, even the lowest.
- 3.2 Without limiting the general scope of paragraph 3.1, the Owner may accept or reject any Tender based on an unfavorable assessment of any of the following factors:
 - Adequacy of the Bidder price to permit the work to be carried out and, in case of a Tender providing unit prices or a combination of lump sums and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - Bidder's ability to provide the necessary management structure, skilled personnel, experience, and equipment needed to perform competently the work under the

Fiber Rack Termination LDA7

Contract.

- Bidder's performance under other contracts both for the Owner and others.
- Proximity of Bidder's head office, or the main operating location to the Construction site.

3.3 In assessing the Bidder's performance under other contracts pursuant to paragraph 3.2, the Owner may, without being limited to, consider such matters as:

- Quality of workmanship in performing the work.
- Timeliness of completion of the work.
- The overall management of the Contractor's work and its effects on the level of effort demanded of the Owner and/or the Owner's representatives.

3.4 Without limiting the generality of paragraph 3.1 or 3.2, the Owner, at its discretion, may reject a Tender in any of the following cases:

- The Bidder is bankrupt, or for whatever reason, its activities are rendered inoperable for an extended period.
- Evidence, satisfactory to the Owner, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its Tender.
- Evidence satisfactory to the Owner that, based on past conduct or behavior, the Bidder, a subcontractor, or a person designated to perform the work is not suitable or has conducted itself improperly.
- The Owner determines that the Bidder's performance under other contracts, including the efficiency and quality of the work performed, and the extent to which the Bidder complies or has complied with contractual clauses and conditions in performing the work, is or was unsatisfactory.

3.5 The Bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the owner's rejection of its Tender based upon the above criteria, or a rejection of all Tenders.

4.0 BID PROTEST PROCEDURE

4.1 Pre-award bid disputes.

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

4.2 Post-award bid disputes.

Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than 10 days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over \$100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the CFO or his/her designate(s) for an impartial review, based on the following information:

- 4.2.1 A specific description of each act or omission alleged to have materially breached the procurement process.
- 4.2.2 A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached.
- 4.2.3 A precise statement of the relevant facts.
- 4.2.4 An identification of the issues to be resolved.
- 4.2.5 The Bidder's arguments, including any relevant supporting documentation.
- 4.2.6 The Bidder's requested remedial action. The CFO or his/her designate(s), in consultation with the City Solicitor, may:
 - i. Dismiss the dispute.
 - ii. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

5.0 FAILURE OR DEFAULT OF BIDDER

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may at its sole discretion:

- 5.1 Disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls



issued by the City for a period of one year; and

- 5.2 Require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

The Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.

6.0 AWARD OF TENDER

- 6.1 The Tender will be considered Awarded when the successful Bidder has been selected by the City of Summerside, and the decision in relation to the successful bidder has been communicated in writing to the Bidder by the City.

For further information or clarification, please contact Jason Muttart at 902-432-0003 or jmuttart@city.summerside.pe.ca



**THE CITY OF SUMMERSIDE
SUBMISSION FORM
Fiber Rack Termination LDA7**

Date: _____

Company Name: _____

Address: _____

Business Phone: _____

Name/Number (Contact Person): _____

Hereby submits the following for the supply of the item(s) contained in the Tender dated: _____
and in accordance with the specifications in this document. The price must include all charges including
freight.

Tender Delivery Date: _____

Price: \$ _____

HST: \$ _____

Environmental Tax: \$ _____

Overall Tender Item Prices: (include HST & GST & Environmental Taxes)

\$ _____

Signature: _____

SPECIFICATION
Fiber Rack Termination LDA7

Item #	Qty	Description
1	86	3 x MTP®-12 Cassette, 36 Fibers OS2 Single Mode, Type AF, 3 x 12F MTP
2	22	1U Rack Mount Modular Enclosure Unloaded, Holds up to 4 x FHD Cassettes

We need to terminate 256 MTP Female OS2 Single Mode cables (12 Fiber/cable) that we would like to mount into dense fiber patch panels above is one solution of what is available please feel free to submit other options as well as long as it will terminate all 256 cables into a 19 inch rack.