



CITY OF HAVELOCK

Post Office Box 368
Havelock, NC 28532

INVITATION TO BID

Pursuant to North Carolina General Statutes §143-131, the City of Havelock invites informal bids on the following:

Bids must be submitted in accordance with the attached specifications. Bids must include an itemized schedule (including quantity, unit price and total) for each work element. Bids can be submitted by mail, email, fax or hand delivered. Cover sheets, envelopes, etc. should be clearly marked with the words:

***“City of Havelock,
2025 UPS Purchase and Installation for the Communications Room at the PD
2 Governmental Dr. Havelock, NC. 28532”***

Address Bids to: **Kimberly Walters, Finance Director**
 City of Havelock
 P.O. Box 368
 1 Governmental Ave.
 Havelock, NC 28532
 Fax: 252-447-0126
 Email: Bids@havelocknc.us

Bids will be accepted until **2:00 PM (EST) on Tuesday, June 10, 2025**, at which time they will be reviewed in the office of the City Finance Officer. Quotes are not subject to public inspection until the contract is awarded. The bids are good for 75 days after opening. The winning bidder will be issued a Notice To Proceed (NTP) along with a Purchase Order. The performance period is 90 calendar days from the NTP.

Bidders are cautioned not to submit bids until the proposed requirements and specifications have been carefully examined. It will be considered that bidders will have satisfied themselves as to the accuracy of the specifications. No proposal will be considered unless prices are submitted for all items requested in any section. The City reserves the right to change the amount of quantities.

All bids submitted should be to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the City. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

The names of certain brands or makes denote quality standard in the article desired, but do not restrict bidders to the specific brand, make or manufacturer named. They are meant to convey to prospective bidders the general style, type, character and quality of the article desired.

The successful bidder on all construction contracts will be required to conduct the operation in accordance with all Federal, State, and Municipal health and safety rules, regulations and laws applicable to the operation. The successful bidder may be asked to provide the City with a copy of the company's safety plan prior to commencing work. For all projects over \$30,000, a general contractor's license must be furnished to the City if applicable.

Certificate to Transact Business in North Carolina: As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at www.havelocknc.us. Click on: “Bid on a Contract”; “Current Bids”. The Bidder’s List is maintained by Vendor Registry. Registration for the Bidder’s List is made online at www.havelocknc.us. Click on: “Bid on a Contract”; “Vendor login/Registration”.

N.C.G.S. (North Carolina General Statutes), specifically §160A-20.1(b), prohibit the City from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 or Chapter 64. The Contractor shall submit the E-Verify Affidavit, located in the Bid Proposal section, with their bid. Bids that do not include this Affidavit will be considered non-responsive.

N.C.G.S 147-86.42-84 requires that contractors with a North Carolina Local Government must not utilize any subcontractor found on the State Treasurer’s Iran Divestment list or Companies Boycotting Israel list. The referenced lists can be found on the State Treasurer’s website at the address www.nctreasurers.com and will be updated every 180 days.

The City of Havelock reserves the right to reject any or all proposals and to purchase items from the state contract in the efforts to award the contract to the bidder it deems to be for the best interest of the City.

MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. A request to withdraw a bid may be made to the Owner within 72 hours after Bids are opened in accordance with NCGS § 143-129.1 Requests to withdraw a Bid will be subject to the requirements of NCGS §143-129.1 and in the sole discretion of the City of Havelock Finance Officer.

This institution is an equal opportunity provider, and employer.

Contact person(s) for information on this bid:

For questions in regards to the bid specifications, the City requires and only responds to questions submitted in writing and sent via email to: Bids@havelocknc.us

Questions must be received by **2:00 PM (EST) on Tuesday, May 27, 2025**. If questions are received, the City will respond no later than **12:00 PM (EST) on Tuesday, June 3, 2025**.

This is the 15th day of May 2025

Published: Vendor Registry May 15, 2025

CITY OF HAVELOCK

Kimberly Walters
Finance Director



**STATE OF NORTH CAROLINA
AFFIDAVIT
CITY OF HAVELOCK**

I, _____ (the individual attesting below), being duly authorized by and
on behalf of _____ (the entity hereinafter "Employer") after first being duly
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in the State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 20_____.

Signature of Affiant: _____

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the

_____ day of _____, 20_____.

Signature of Notary

Printed Name of Notary

Bid Sheet

Base Bid: _____

NC Sales Tax: _____

Delivery Cost (if applicable): _____

Total Cost to City: _____

Bids must include an itemized schedule by quantity, unit price and total for each work element.

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

NC Contractor's License Type and Number: _____

Number of Addendums Acknowledged (circle one): N/A 1 2 3 4

As of the date listed below, the vendor or bidder listed above is compliant with N.C.G.S. 147-86.42-84, the Iran Divestment Act and the Companies Boycotting Israel Act.

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

Address Bid to: Kimberly Walters, Finance Director
City of Havelock
P.O. Drawer 368
1 Governmental Avenue
Havelock, NC 28532
Bids@Havelocknc.us

Please indicate the Bid name on the outside of the envelope.

2025 UPS Purchase and Installation for the Communications Room at the PD 2 Governmental Dr. Havelock, NC. 28532

Objective:

Purchase and Installation of a Universal Power Supply for the Communications Room within the East End Police Department.

Scope:

The UPS (Universal Power Supply) shall be installed within a mechanical room at the Havelock East End Police Department and shall be utilized as a backup power supply for the switchboard equipment within the Communications Room. Currently there are up to approximately 3 circuits supplying power to the communications room, each of the circuits supplying power to the communications shall be protected by the UPS backup power supply. The mechanical room is approximately 144 square feet at 8'X18' and houses electrical panels and HVAC equipment. See figure 3. The installation location of the UPS shall be beneath two electrical panels within the mechanical room. See figure 4. The mechanical room is located on the exterior wall between the Police Department and Fire Department. See figure 5 for mechanical room location.

The contractor shall supply all labor, equipment, and material for installation and shall include the UPS, 3-Breaker Maintenance Panel, and all installation equipment and material. The UPS to be installed shall be equal to or better than the Eaton 9355 UPS. The installed UPS shall be equipped with an Internal Bypass Switch and have the ability to seamlessly switch from commercial electrical power to UPS backup power supply. The UPS installation shall also include a 3-Breaker Maintenance Bypass Panel, which shall allow isolation from commercial power to the UPS for maintenance purposes.

All electrical wiring including installation of breakers, outlets, wiring, and conduit shall be the responsibility of the contractor and shall be run in EMT Conduit, using compression fittings, screwed fittings shall not be allowed. Conduit shall be secured to walls using 2-hole straps, plastic anchors will not be allowed. Spacing of all straps shall be within current NEC standards. All electrical work shall be within NEC code. All work shall follow all OSHA Standards including 29 CFR 1910 Subpart S and 1910.331 to 1910.335 Guidelines and Standards for electrical work.

- **Contractors Responsibilities**

- UPS Installation**

- a. The contractor shall follow all manufacturers specifications for installation, see figure 2 for product snapshot.
 - b. The contractor shall ensure that all electronic devices are disconnected from a power source to prevent accidental electrical shock or installation damage.
 - c. Ensure that the installation of the UPS is within a well-ventilated area to prevent the UPS from overheating during operation.
 - d. Ensure that the UPS is being installed within an area allowing enough space for proper airflow, which shall maintain the unit's temperature within safe limits.

- e. Locate the battery compartment and connect all terminals following all manufacturer's instructions.
 - f. Contractor shall be responsible for any damage to existing electrical created by installation of the UPS, damage shall be remediated before the completion of the project.
 - g. Connect all electronic devices to the UPS's output sockets. Ensure that the UPS is rated for the required load capacity.
 - h. Energize the UPS, ensuring proper grounding to mitigate the risk of electrical hazards.
 - i. Power on the UPS unit, test the UPS by disconnecting the primary power source. Ensure the UPS provides seamless power to connected devices.
 - j. All debris, material, and general trash shall be the responsibility of the contractor to dispose of within all local, state, and federal regulations.
- **City of Havelock Responsibilities**
 - a. A representative of the City of Havelock will track progress daily. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays. Work outside established work hours must be scheduled with the City of Havelock, 48 hours in advance and is subject to approval.
 - b. A representative of the City of Havelock shall inspect the operation of the UPS before the completion of the project.

A site visit is highly recommended but not mandatory, all site visits must be scheduled and escorted. Requests for a site visit shall be emailed to bids@havelocknc.us. All measurements are approximate contractor to verify. Contractor is to supply all labor, materials, equipment to complete this project, unless otherwise specified in writing. The contractor shall be responsible for any electrical utility damage caused by the installation of the UPS and shall be remediated by the contractor before the end of the project at no additional cost to the City of Havelock. The City of Havelock shall not be held responsible for omissions or errors in description.

1. Site Restoration

- a. Disturbance of existing landscape features shall be held to a minimum and all disturbed areas returned to a condition equal or better when repair is complete. Care shall be taken so as not to damage existing features to remain such as roadways, curbs, driveways, sidewalks, etc. All features removed or damaged shall be replaced or repaired to existing condition or better. All demolished material shall become the property of the contractor and shall be removed from the work site and disposed of in accordance with all local State, and Federal requirements. As-built documentation shall include a description of materials used and repair procedures completed at each site.

2. Performance Period

- a. It will be the contractor's responsibility to set a start date with a representative from the City of Havelock to begin a project within thirty (30) days from the issuance of a Notice of Award - Proceed.
- b. The performance period is 90 days from the listed date on the Notice to Proceed.
- c. The contractor shall work diligently to complete the project from the arranged start date. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays. Work outside established work hours must be scheduled with the City, 48 hours in advance and is subject to approval.
- d. The contractor will be responsible for contacting a representative of the City of Havelock in the event that a project will be extended outside of the arranged performance period. Contact must be in the form of an email and acceptance of the extension of the performance period from a representative of the City of Havelock must also be in the form of an email.

2. Access:

- a. Access to project site is within existing City of Havelock right of way.

3. Termination Clause:

- a. Any agreement and issuance of purchase orders shall be terminated upon the expiration of (90) ninety days without work commencing. At the end of ninety days the City of Havelock will give written notice to the other party of its intention to terminate.
- b. Any intent to begin a project ninety (90) days or more after a purchase order has been issued must be submitted in writing and approved by a representative of the City of Havelock.

4. Warranty:

- a. Contractor will be held responsible for the materials and workmanship utilized within this project for a term of one year from the time that the equipment is put back into service.
- b. The City of Havelock will be responsible for the warranty of any materials that are supplied to the contractor by the City of Havelock during the course of this project.

General Provisions:

- a. Contractor shall comply with all requirements of OSHA 1926.
- b. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays. Work outside established work hours must be scheduled with the City, 48 hours in advance and is subject to approval.
- c. Contractor will obtain all necessary permits. Permits required by City of Havelock are provided free of charge.
- d. Roadway repair is the responsibility of the contractor.

- e. Contractor shall control erosion and sediment release while this project is under construction.
- f. The contractor is to clean and remove all debris at the end of each work day.
- g. All underground utilities are to be 811 located, prior to work being started.
- h. Contractor is responsible for all damage to existing roads, driveways, drainage, or utilities that occur as a result of the construction project.
- i. Contractor is responsible for all damage to City property that occurs as a result of the construction of the project.
- j. Contractor shall provide safety measures during the entire length of the project.
- k. Contractor is responsible for the storage and safety of materials and equipment on jobsite.
- l. Submittals must be approved by the City of Havelock prior to any work starting.
- m. The performance period is 90 days from the Notice to Proceed.

Liquidated Damages:

- a. The Contractor agrees to pay the owner \$300 per day in liquidated damages for each day beyond the period of performance.

Figure 1: Work area map.



Figure 2: UPS Product Snapshot

Product snapshot

Power rating:	10, 15, 20 and 30 kVA at 0.9 power factor (three phase)	Frequency:	50/60 Hz auto-sensing
Form factor:	Small-footprint tower, black	Dimensions:	10 and 15 kVA two-high configuration: 32.2" H x 12" W x 32.5" D
Topology:	Double conversion		10 and 15 kVA three-high configuration: 47.8" H x 12" W x 32.5" D
Battery backup:	Up to 22 minutes typical, extendable up to three hours		20 and 30 kVA: 66" H x 20" W x 34" D
Input voltage:	208V/120V or 220V/127V		
Output voltage:	208V/120V or 220V/127V 480V: 120V/208V or 600V: 120/208 with input isolation transformer (at 60 Hz only)		

Figure 3: Mechanical Room and Equipment.



Figure 4: Location of the UPS installation.



Figure 5: Location of the Mechanical Room within the Police Department.

