



NOTICE OF INTENT TO BID

DIESEL GENERATOR

Sealed bid for furnishing a Diesel Generator, will be sent out on **August 28, 2025**, and will be received by the City of Statesville at the City Warehouse at 444 Third Creek Rd, Statesville, NC 28677 at or before **2:00 p.m.** EST on **Friday September 12, 2025**, at which time and place the bids shall be publicly opened and read. Minimum of two (2) bids must be received in order to open all bids.

Historically Underutilized Businesses

Pursuant to General Statute 143-48 and Executive Order #150, The City of Statesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

The website address to view and download the ITB documentation is: <https://www.statesvillenc.net/bid-postings>

The City of Statesville reserves the right to reject any or all bids and to accept any bid which is deemed to be in the best interest of the City of Statesville. For any questions regarding this request, contact Scott Austin at (704) 437-2668.

Eva Mendez
Purchasing Agent

Published: August 18, 2025

<p>City of Statesville 444 Third Creek Rd Statesville, NC 28677</p> <p>Refer <u>ALL</u> Inquiries to: Scott Austin Phone #: 704-437-2668</p>	<p>SEALED ITB: DIESEL GENERATOR</p> <p>Sealed Bid Due Date: Friday September 12, 2025, BY 2:00 PM EST</p> <p>Department: Water Resources Third Creek WWTP</p>
<p align="center">E-Mail: saustin@statesvillenc.net</p>	

NOTICE TO VENDOR

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You must be in strict compliance with the specifications and offer the same or equal if so quoted. Any additional terms and conditions regarding specifications by the offeror shall have no force or effect.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

VENDOR:		PHONE NUMBER:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

OFFER VALID FOR 30 DAYS FROM DATE OF OPENING.

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, a purchase order will be issued to the vendor within 30 days of quote.

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read, review and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 30 days from the date of award.
4. **SPECIFICATIONS:** 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 offeror will be held responsible, therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
5. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
6. **ACCEPTANCE AND REJECTION:** The City of Statesville reserves the right to reject any and all bids, to waive any informality in the bid document and, unless otherwise specified by the offeror, to accept any item(s) in the bid.

7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, The City of Statesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance may be made of the lowest and best quote most advantageous to the City of Statesville as determined upon consideration of such factors as: prices offered; the quality of the item(s) offered; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the items for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City of Statesville to be pertinent or peculiar to the purchase/service in question. The City of Statesville reserves the right to make partial or multiple awards: where it is advantageous to award separately by items; or by purchase and installation; where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, other factors deemed by City of Statesville.
9. **TAXES:**
- Do not include any Federal Excise tax in your quote.
 - The City of Statesville pays sales tax; taxes will not be included on purchase order, but vendor is to bill on invoice.
10. **TERMS AND CONDITIONS:** By bidding of these items, vendor, contractors, and/or subcontractors affirm they have read and accept our Purchasing Terms and Conditions. Our Terms and Conditions can be found at: <https://www.statesvillenc.net/become-a-vendor>
11. **PRICE INCREASES:** Bidder should consider the manufacturer's pricing at time of bid and quote accordingly. ***If additional costs occur from the time bid is received by the City to the time bidder receives the City's purchase order, the bidder may request a change order for the unforeseen increase.*** The change order request shall include backup documentation showing the date the materials were ordered and a letter from the manufacturer, on the manufacturer's letterhead, indicating the amount and date of price increase. The amount of the change order request shall be limited to the exact amount of increase; profit and overhead expenses will not be accepted.
12. **GENERAL CONTRACTOR'S LICENSE REQUIRED:** Contractors must be properly licensed per Chapter 87 of the North Carolina General Statutes.
13. **SUBMITTING REQUEST FOR QUOTES: SEALED BIDS** will be received by the City of Statesville at 444 Third Creek Rd, Statesville, NC 28677, at or before **Friday September 12, 2025 by 2:00 pm EST** at which time bids shall be opened and read. A minimum of two (2) bids must be received in order to open all bids. Late bids will not be accepted. Please identify on the envelope that a sealed bid is enclosed.

Bids should be mailed, or hand delivered to:

City of Statesville
Attn: Scott Austin
444 Third Creek Rd
Statesville, NC 28677
saustin@statesvillenc.net

If you have any questions about this bid request, please contact Scott Austin at the email address above or call 704-437-2668.

SCOPE OF WORK:

Provide and install a new 750Kw diesel generator with enclosure. This generator shall be made to meet tier 4 standards.

1. The generator shall be 480/277 VAc. 3 phase.
2. Must have a 24-hour diesel reserve tank. The new generator will also be connected to an existing 3000-gallon diesel tank.
3. The generator must have a battery charger/ block heater.

If the generator is less than a Tier 4, it must have EPA Emission's Tier 4 upgrades.

1. The generator must have a 500-gallon DEF tank.
2. Commissioning and Start-up with factory service on site.

GENERAL:

- Software upgrades, any construction structures such as concrete pads or demolition of any existing, any rental equipment, fuel piping supplies, electrical supplies, such as wires, conduits, Polaris lugs and any miscellaneous supplies shall be provided by the contractor.
- Generator should work with existing automatic switch gears and work in parallel with existing outside Caterpillar generator.
- Any access, such as steps or stairs, shall be provided and as a permanent fixture.
- Any rental generator shall be supplied if deemed necessary.
- The contractor is responsible for unloading, anchoring, and installation of the generator.
- NETA, breakers, infrared, emissions, harmonics, transient, noise and megger testing are the responsibility of the contractor.
- Arc flash labeling will be required if necessary.
- Temporary security fencing will be provided if deemed necessary.
- Load bank testing on site shall be performed.
- Start up, testing and customer training will be necessary.
- The contractor shall provide City of Statesville with a list of subcontractors along with subcontractor's contact information that will be performing work for the contractor.
- Bid totals to include all applicable taxes, shipping costs, and delivery lead time.
- The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom. All work shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.
- Contractor will be responsible for having all utilities, power lines, water lines, sewer lines, gas lines, telephone lines, data lines, communication lines, etc located by locating service as necessary.
- Contractor shall maintain a safe and clean work environment. If deemed necessary, Contractor shall maintain a dumpster on site for duration of the project with periodic hauling off trash and construction debris. Contractor is responsible for daily cleanup of any trash and construction debris to maintain a safe and clean job site.
- Work area is to be left safe at the close of each workday. Leave no unfilled/protected holes. Remove all aluminum cuttings/waste immediately. Do not interrupt power, telephone, or communication systems. Coordinate work with Scott Austin or designee.
- Safety: Contractor shall erect barriers as needed, to prevent pedestrians and vehicles from entering the work area. Contractor to provide and use any and all equipment needed to complete the work following all OSHA guidelines and requirements.

- Upon completion of the work the contractor is to perform a final construction cleaning of all surfaces and areas associated with this project.
- The replacement existing generator will remain in place. Contractor will disconnect all electrical lines and appurtenances and diesel fuel lines. Contractors shall make sure this generator will have the ability to crank and run on a limited basis for potential buyers.

CHANGE ORDERS:

Any change order request by contractor shall be in writing. The change order shall be signed by contractor, owner, and city Engineer if applicable before any additional work is performed.

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PROPOSAL FORM

DESCRIPTION:

COST:

DIESEL GENERATOR

\$ _____

INSTALLATION

\$ _____

GRAND TOTAL

\$ _____

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SAMPLE CONTRACT FOR YOUR REVIEW ONLY-DO NOT COMPLETE

**NORTH CAROLINA
CITY OF STATESVILLE**

PURCHASE/SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____, by and between the **CITY OF STATESVILLE**, a political subdivision of the State of North Carolina, (hereinafter referred to as “THE CITY”), and, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “VENDOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** VENDOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services begins on the effective date of this Contract until the completion of the Project that is outlined in Attachment 1, unless sooner terminated as provided herein. The CONTRACTOR shall commence work to be performed under this agreement on a date to be specified in written order of the CITY and shall fully complete all work hereunder within _____ consecutive calendar days from said date.
- 3. PAYMENT TO VENDOR.** Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies and after submission of a proper invoice. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to purchaser and accounts payable. Payment will be processed promptly upon receipt and approval of the invoice by THE CITY. The City of Statesville’s normal payment policy is thirty (30) days. THE CITY will not be responsible for any goods delivered without a purchase order having been issued.
 - A. PRICE ADJUSTMENT.** The purchase price has been calculated based on the current prices for the goods and component materials related to this Contract. However, the market for the goods or materials may adjust due to volatility of its pricing, unstable markets, and sudden increases of goods or materials. VENDOR hereby agrees to use their best efforts to obtain the lowest possible prices from available suppliers. However, if after execution of this Contract there are increases in the prices of these materials or goods of _____ percent of the original amount or more, the VENDOR must notify _____ with the CITY who shall either consent in writing to the increased cost or terminate the Contract.
- 4. INDEPENDENT VENDOR.** THE CITY and VENDOR agree that VENDOR is an independent contractor and shall not represent itself as an agent or employee of THE CITY for any purpose in the performance of their duties under this Contract. Accordingly, VENDOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of VENDOR’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

VENDOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, VENDOR shall indemnify and hold harmless THE CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from VENDOR’s performance of this Contract or the actions of the VENDOR or its officials, employees, or contractors under this Contract or under contracts entered into by the VENDOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, VENDOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, VENDOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property
Damage

VENDOR, upon execution of this Contract, shall furnish to THE CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The VENDOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the VENDOR shall not be interpreted as limiting the VENDOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Vendor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Vendor by the City shall be regarded as confidential, shall remain the sole property of the City and shall be held in confidence and safekeeping by Vendor for the sole use of the parties and Vendor under the terms of this Agreement. Vendor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the City or the City's designated legal counsel, accountants or practice management consultants any information about THE CITY, its practice or billing.
8. **HEALTH AND SAFETY.** VENDOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** VENDOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. VENDOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event VENDOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by THE CITY, and VENDOR may be declared ineligible for further CITY contracts.
10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in Iredell County and the State of North Carolina.
11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract. The Contract may be terminated pursuant to Paragraph 3(A) for price escalation without notice.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. SUCCESSORS AND ASSIGNS. VENDOR shall not assign its interest in this Contract without the written consent of THE CITY. VENDOR has no authority to enter into contracts on behalf of THE CITY.

13. COMPLIANCE WITH LAWS. VENDOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. E-VERIFY. As a condition of payment for services rendered under this agreement, VENDOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if VENDOR provides the services to the County utilizing a subcontractor, VENDOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. VENDOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.

15. IRAN DIVESTMENT ACT. VENDOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. GOOD STANDING WITH CITY. VENDOR certifies that it is not delinquent on any taxes, fees, or other debt owed by VENDOR to THE CITY. VENDOR covenants and agrees to remain current on any taxes, fees, or other debt owed by VENDOR to THE CITY during the Term of this Contract.

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF STATESVILLE

ATTN: |
|
|

VENDOR: |
|

ATTN: |
|
|

19. AUDIT RIGHTS. For all Services being provided hereunder, THE CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, VENDOR must make the materials to be audited available within one (1) week of the request for them.

20. CITY NOT RESPONSIBLE FOR EXPENSES. THE CITY shall not be liable to VENDOR for any expenses paid or incurred by VENDOR, unless otherwise agreed in writing.

21. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the City of Statesville Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of

service.

- 22. EQUIPMENT.** VENDOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 23. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between THE CITY and VENDOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 24. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. EXISTENCE.** VENDOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 26. AUTHORITY.** By execution hereof, the person signing for VENDOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the VENDOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Purchase/Service Contract to be executed by their duly authorized office or agent.

CITY OF STATESVILLE

By: _____

Printed Name: | |

Title: | |

VENDOR

By: _____

Printed Name: | |

Title: | |