

# Macon County



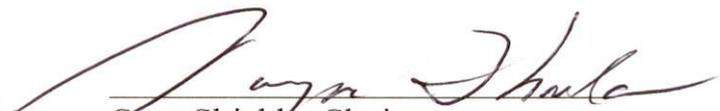
## NOTICE OF SPECIAL MEETING OF THE MACON COUNTY BOARD OF COMMISSIONERS

March 22, 2024

Please take note that there will be a Special Meeting of the Macon County Board of Commissioners on Monday, March 25, 2024 at 5:30 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734. **The purpose of such Special Meeting shall include:**

1. Call to order and welcome by Chairman Shields
2. Announcements
3. Public Hearing to Consider Entering into Private Sale Agreement to Sell of County Owned Property and Provide Incentive Grant – Economic Development Director Tommy Jenkins
4. Discussion and Consideration of Proposal for Supplemental Geotechnical Exploration and Consulting Services for Highlands School Project – County Manager Derek Roland
5. Approval of Construction Manager (CM) at Risk Contract for Highlands School Renovation/Addition – County Manager Derek Roland
6. Approval of Construction Manager (CM) at Risk Contract for Franklin High School and Athletic Complex Project – County Manager Derek Roland
7. Consideration and Approval of Bids for Solid Waste Equipment – Solid Waste Director Chris Stahl
8. Adjourn

This the 22nd day of March, 2024 at 10:00 a.m.

  
Gary Shields, Chairman  
Macon County Board of Commissioners

## NOTICE OF SPECIAL MEETING AND PUBLIC HEARING

### TO CONSIDER ENTERING INTO PRIVATE SALE AGREEMENT TO SELL COUNTY OWNED PROPERTY AND PROVIDE INCENTIVE GRANT.

Please take notice that the Macon County Board of County Commissioners will hold a special meeting and conduct a public hearing on Monday, March 25, 2024 at 5:30p.m. in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734. The purpose of the meeting is for the Board to consider a proposed sale of the Macon County Business Development property located at 185 Industrial Park Road, Franklin, Macon County, 28734 as an Economic Development endeavor in accordance with NCGS §158-7.1 and further consider a business incentive grant.

Notice is given that:

1. NCGS §158-7.1(d) provides that a county may contract to sell real property by private sale that is suitable for industrial and commercial use.
2. The tract of real property that the County is considering to sale is that approximate 2.7 acre tract of real property bearing PIN 6574437543, and consisting of a portion of the property first acquired by the County by deed recorded in Book T10, Page 162 of the Macon County Registry.
3. The proposed terms of the sale are:
  - a. Fee simple conveyance of the above referenced tract of real property;
  - b. A sale price of \$797,000, which sum is equal to the County Tax Assessed value and greater than the \$740,000 private appraised value of opinion dated June 15, 2023 prepared by Batson Company;
4. The proposed sale is expected to enable the purchasing business to create 95 new jobs at an average annual salary of \$82,144.00.
5. The county is considering making an incentive grant equal to \$100,000 to the company in return for its job creation and capital investments.

A copy of the County Tax Card showing an assessed value of \$797,000 and the Appraisal Report prepared by Batson Company dated June 15, 2023 with appraised value of \$740,000 can be viewed on the County website, [maconnc.org](http://maconnc.org), under "Public Announcements." A hard copy of the same may be obtained in the lobby at the County Annex Building, 5 West Main Street, Franklin, North Carolina.

A copy of the proposed real estate sales contract for consideration by the Board may be obtained at the public hearing on March 25, 2024.

Approved for Public Hearing at the March 12, 2024 meeting of the Macon County Board of County Commissioners.

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** March 25, 2024

**DEPARTMENT/AGENCY:** Solid Waste

**SUBJECT MATTER:**

Approval of award for purchase of one (1) Sennebogen 340G Standard Telescopic Wheel Loader.

**DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

Macon County issued a formal Request for Bid (No. 604712-04R) to purchase a wheel-loader for use at the Materials Recovery Facility. The RFB was issued on February 21, 2024, and the bid period closed at 4:00pm on February 28, 2024. No bids were received in response to the request. The RFB was re-issued on March 6, 2024, and the bid closing occurred at 4:00pm March 13, 2024. A single bid was received from Sennebogen LLC, 1957 Sennebogen Trail, Stanley, NC 28164. The bid was determined responsive. As such, I am requesting the Board of Commissioners accept the formal bid and award the purchase of one (1) Sennebogen 340G Standard Telescopic Wheel Loader with 36 month/3000 hour extended warranty to Sennebogen LLC in the amount of \$260,215.00.

This purchase was approved by the Board via the FY 2023-24 Budget in the amount of \$250,000.00. The Solid Waste Department will forward a Budget Amendment for \$10,215.00 to the Finance Department so that a Purchase Order may be issued.

Chris Stahl, Director of Solid Waste Management

**COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments  X  Yes   No



**Macon County**  
*North Carolina*



REQUEST FOR BIDS  
BID REQUEST NO. 604712-04R

**RUBBER TIRE LOADER / MULTI-  
HANDLER / TELE-HANDLER FOR  
MACON COUNTY SOLID WASTE**

ISSUE DATE: MARCH 6, 2024

**BID OPENING DATE:  
MARCH 13, 2024  
4:00 PM LOCAL TIME**

ISSUED BY: MACON COUNTY FINANCE DEPARTMENT  
5 WEST MAIN STREET  
FRANKLIN, NC 28734  
PHONE: (828) 524-1640  
LINDSAY LEOPARD, ACCOUNTANT / PURCHASING AGENT

**BIDS ARE TO BE SEALED AND MAILED VIA USPS TO THE ABOVE ADDRESS OR DELIVERED TO THE  
PURCHASING AGENT'S OFFICE LOCATED IN THE MACON COUNTY ANNEX BUILDING AT 5 WEST MAIN  
STREET, FRANKLIN, NC 28734**

**MACON COUNTY, NORTH CAROLINA**

**FINANCE DEPARTMENT**

Bid Request No. 604712-04R

March 6, 2024

**REQUEST FOR FORMAL BIDS AND PROPOSALS FOR RUBBER TIRE LOADER/MULTI-HANDLER/TELE-HANDLER FOR MACON COUNTY SOLID WASTE**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the Macon County Finance Department until 4:00 p.m. local time on Wednesday, March 13, 2024, at which time they will be publicly opened and read.**

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**MAILING INSTRUCTIONS**

1. Bidder submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U.S. Postal Service. Please address and mark your bid as shown below.

MACON COUNTY FINANCE  
DEPARTMENT  
ATTN: LINDSAY LEOPARD  
5 WEST MAIN STREET  
FRANKLIN, NC 28734  
BID REQUEST NO 604712-04R

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to Macon County Finance Department, Attn: Lindsay Leopard, 5 West Main Street, Franklin, NC 28734.

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.**

## GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by Macon County. From the date shown until the date of opening the bids, the plans and specifications of proposed work and/or a complete description of the apparatus, supplies, materials, equipment, and/or work and services will continue to be on file in the Finance Department of Macon County, Franklin, NC., during usual office hours, and available to prospective bidders.
2. Time, in connection with discount offered, will be computed from the date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points. Guaranteed maximum price must be shown in all bids.
3. In case of default of the contractor, the County may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
4. Payment by County due thirty days after delivery in Macon County and acceptance unless otherwise specifically provided, subject to any discounts allowed.
5. Governing Law. This Invitation for Bids and any resulting 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 bid or resulting contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
6. Vendor shall complete every space in the vendor's column with a "yes" to indicate item being proposed is exactly as specified or a "no" to indicate any deviation from the specifications for the item being proposed. Any "no" response or deviation shall be explained in comments spaces provided; or additional as needed. Where certain brands "or equal" are specified, be sure to state the brand/model of option quoted. Any additions, deletions, or variations from the following specifications must be noted.
7. Bids shall be submitted on the form provided with these specifications or copies of it. All forms shall be filled out in ink or typewritten.
8. Bids must be submitted in a sealed envelope with the notation "BID REQUEST NO 604712-04R" placed on front of the envelope to identify the bid. No responsibility shall be attached to Macon County for the premature opening of any bids incorrectly addressed or identified.
9. All bids shall be valid for sixty (60) days from bid opening.
10. Macon County reserves the right to reject any or all bids, to waive informalities in any bid, to purchase any whole or part of the items listed in the bid, and to award to other than the lowest bidder if deemed to be in the best interest of Macon County.

**SPECIAL TERMS AND CONDITIONS FOR RUBBER TIRE LOADER/MULTI-HANDLER/TELE-HANDLER FOR MACON COUNTY'S SOLID WASTE DEPARTMENT**

1. **DETAILED SPECIFICATIONS:** Detailed specifications for this equipment are included as an attachment with the bid request.  
Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in the bidder's proposal as though they were specifically stated. It is the sole responsibility of the Bidder to insure that the Bidder's proposal reaches the Issuing Department by the designated time and date. No electronic or faxed bids will be accepted.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, Special Terms and Conditions specific to this Request for Bids and Proposals, the Specifications, and General Contract Terms and Conditions. Macon County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING DEPARTMENT:** This bid request is issued by Macon County Finance Department, 5 West Main Street, Franklin, North Carolina 28734. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed in writing to the Macon County Finance Department. Questions regarding specifications to be directed in writing to Lindsay Leopard, Purchasing Agent, Monday through Friday, 8:00 a.m. – 5:00 p.m. Fax (828) 349-2520 or email lleopard@maconncc.org. Questions and responses will be provided to all bidders by issuance of an Addendum. Any Addenda will be made available on the County's website, www.maconncc.org.
5. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:**
  - a. Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in writing and submitted with the bidder's proposal.
  - b. Addendum: If it becomes necessary to revise any part of the bid, a written addendum will be provided to all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s).
  - c. Macon County reserves the right to postpone bid openings for its own convenience.

6. NONCONFORMING TERMS AND CONDITIONS: A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive.
7. BIDDERS SUBMITTALS: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder and the Bid Number.
8. EXPENSES INCURRED IN PREPARING BID: Macon County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
9. CONTRACT/AWARD: Pursuant to the laws governing public contracts in North Carolina, the County's RFB#604712-04R, successful bidder's/vendor's response to this *Request for Bids and Proposals* and any addenda thereto, plus the County's issuance of a *Macon County Purchase Order* for the proposed goods and/or services shall constitute a binding contract.
10. OPTION TO PURCHASE ADDITIONAL REQUIREMENTS: Subject to the successful bidder's acceptance, the County reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Request for Bids and Proposals.
11. INDEMNIFICATION: To the fullest extent allowed by the applicable law, the bidder/vendor covenants to save, defend, keep harmless, and indemnify Macon County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost (including court costs and attorney's fees, charges, liability, and exposure, however, caused) resulting from, arising out of, or in any way connected with the bidder's/vendor's performance or nonperformance of the terms and contract. This Indemnification shall survive the termination of the contract.
12. SEVERABILITY: If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.
13. ASSIGNMENT: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Macon County.
14. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal. Attached Non-Collusion Affidavit must be fully executed for bid to be deemed responsive.

15. **ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended. Bidder agrees as follows: The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Bidder will include the provisions of the foregoing paragraphs in this Section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
16. **MINORITY AND WOMEN-OWNED BUSINESSES:** OWNER actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.
17. **E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
18. **IRAN DIVESTMENT ACT CERTIFICATION:** Pursuant to N.C.G.S 143-6A-5 (a), Contractor must be able to truthfully certify and shall certify at the time that its bid or proposal is submitted as well as at the time of contracting that in accordance with the Iran Divestment Act the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.
19. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
20. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.

21. VENDOR SUPPORT/SERVICE AND PARTS: The vendor and/or manufacturer bidding on these specifications must describe in writing to be submitted with their bid, its ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they are the vendor or not must be satisfactory to Macon County from the standpoint of experience, reliability, and demonstrated ability to manufacturer equipment comparable as to size and type as that required by the specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. Macon County reserves the right to reject bids from vendors that have failed to perform satisfactorily under previous contracts with Macon County and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.
22. TAX EXEMPTIONS: Macon County is exempt from Federal Excise Tax but not State and Local Tax. Sales tax shall not be included in bid prices, but shall be shown as separate items.
23. EVALUATION AND SELECTION OF BIDS: The statutory provisions controlling purchasing by local governments in North Carolina General Statutes 143 includes selection standards for use in making of awards and shall be followed. The provision reads, "All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract." Macon County reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of Macon County.
24. In addition, the successful Proposer 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, the successful Proposer shall maintain, at its expense, the following minimum insurance coverage:
- \$1,000,000 per occurrence/\$2,000,000 aggregate—General Liability, including product/completed operations, and
  - \$1,000,000 per occurrence—Combined Single Limit Commercial Automobile
- 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. Such insurance shall remain in full force and effect during the term and any renewals of the contract.
25. All bids shall be made firm for no less than sixty (60) days.
26. This Request for Bids and Proposals is subject to the availability of funds for this Project.

# SPECIFICATIONS FOR RUBBER TIRE LOADER/MULTI-HANDLER/TELE-HANDLER FOR MACON COUNTY SOLID WASTE

## General Specifications:

The Macon County Department of Solid Waste Management is seeking proposals for a rubber tire loader for use at our Material Recovery Facility (MRF), located at the MSW Landfill at 1448 Lakeside Drive, Franklin, North Carolina. The MRF consists of a metal building with a tipping floor that is approximately 80ft x 160ft. The facility is all on one level; meaning that there is no pit/tunnel for the trailer. Facility will utilize a walking floor trailer that is approximately 48ft in length by 13ft high. Loader shall have the following characteristics in order to function at this facility: Must be able to load entire trailer that is 13-ft high from one side of the trailer. Unit should have some provision for allowing operator to monitor loading of waste into trailer (e.g. elevating cab). Unit should be heavy enough to be capable of lifting 1-2 tons of material into trailer. Unit should still be small and nimble enough to maneuver inside transfer station and around large and small vehicles dropping off wastes. Unit should have a completely enclosed cab with heat and air conditioning. Unit should have a bucket of at least 2 cu. yd. and have a clamping function to secure waste in the bucket. Unit should be equipped with solid rubber tires to prevent flats and excessive wear from the concrete floor (not foam filled). The purpose of this description is to provide an accurate description of the work environment of this unit. For additional information, a site visit to the facility can be scheduled by contacting the Solid Waste Management Department.

## Equipment Specifications:

In addition to the above considerations, the proposed unit shall meet the following specifications: The loader proposed shall be a new, standard production model of the latest design in current production at the time of delivery. All parts and attachments not specifically listed, but which are necessary to furnish a complete, ready-to-work unit shall be provided. All manufacturers' standard equipment for model quoted shall be provided. The loader shall meet all Federal and State safety standards in force at the time of delivery. All bidders shall complete the following bid sheet and questionnaire with any additional information attached.

## Miscellaneous:

- YES Yes \_\_\_\_\_ No \_\_\_\_\_ Vendor must maintain a store or branch within 100 miles of Franklin, North Carolina, staffed with qualified service technicians and with provisions for storing a representative supply of parts for the loader offered and with provisions for securing parts from the manufacturer within a reasonable length of time.
- YES Yes \_\_\_\_\_ No \_\_\_\_\_ Bidder shall supply sets of operations, technical and parts manuals at time of delivery.
- YES Yes \_\_\_\_\_ No \_\_\_\_\_ Bidder shall submit with their bid the latest printed specifications and advertising literature for the proposed loader.
- YES Yes \_\_\_\_\_ No \_\_\_\_\_ The price quoted shall include all transportation charges fully prepaid to deliver the unit to the Macon County MSW Landfill in Franklin, North Carolina. Bid price must be honored for a minimum of 45 days from bid opening.

YES Yes \_\_\_\_\_ No Vendor shall furnish a standard manufacturer's service warranty policy (please specify).

YES Yes \_\_\_\_\_ No Successful bidder will provide qualified instructor to instruct the County operators and mechanics at time of delivery on the operation and maintenance of the unit.

**Additional Bid Specifications:**

YES Yes \_\_\_\_\_ No Bidder encouraged to supply additional bid price for and extended factory power train warranty available.

YES Yes \_\_\_\_\_ No Bidder encouraged to supply a cost for providing regular preventative maintenance on loader to be performed at the Macon County MSW Landfill.

YES Yes \_\_\_\_\_ No Bidder may include pricing for optional machine accessories and attachments (list).

Additional Information: (must complete)

1. Where is your nearest service dealer? Please specify the location and name of dealer if different than bidder.

Dealer: Ascendum Machinery - 215 Fanning Fields Rd. Mills River, NC 28759

Authorized Service Provider: Brutal Heavy Equipment - 6931 Forney Hill Rd. Denver, NC 28037

2. How many service technicians does the dealer have available to respond to service calls?

Dealer: (2) Sennebogen factory trained techs at Mills River location

Authorized Service Provider: (1) Sennebogen factory trained tech

3. Please estimate your average response time for service and/or repairs?  
within 24 hours

4. Please describe and estimate the time for parts procurement for non-stock parts that could lead to extended down time of the machine offered.

Sennebogen has 98% parts availability in Stanley, North Carolina. The only items not kept in stock include main frame and boom, which have a procurement time of 7-10 days.

5. Please list any remedies available (with cost) for temporary replacement of machine due to extended (beyond 72 hours) down time due to inability to secure parts or complete repairs.

If for any reason, our dealer partner or authorized service provider is not onsite or cannot solve the problem within 24 hours of a machine going down, we will personally fly one of our factory technicians to your yard to get your machine running. We will do this at absolutely no cost to the customer. If the delay is caused by Sennebogen only, we will do our absolute best to provide a spare machine.

6. Has the dealer been selling or servicing the brand of loader offered for five years or more? (If less, please specify)

Yes

7. What is the life expectancy of the power train before rebuilds are recommended?

- Engine: 10,000-14,000 hours

- Final Drives: 10,000-12,000 hours

- Hydraulic Pumps & Motors: 12,000-14,000 hours

\*\*These are the recommended hours provided that the maintenance is done in accordance to Sennebogen specs.

8. Please Complete the following:

8a. Maximum "break over" height of bucket: 27 feet

8b. Reach from loader to bucket pin at 13-feet: 7.5-8 feet

8c. Maximum line-of-sight height of operator: 13.5 feet

Please provide any additional information or equipment specifications that you would like to have considered with your proposal (attach additional pages as necessary):

#### Standard Machine Configuration

Basic Machine SENNEBOGEN 340G Green Line Telescopic Wheel Loader

#### Engine

Cummins F3.8 - C134 diesel engine (4 cylinder) with direct injection, water cooled  
Engine output 134 HP (100 kW) @ 2,200 rpm (TIER 4 Final emission)  
Radiator hydraulically driven and manual reversible  
Automatic idle control and eco-mode for diesel engine  
Pre-Cleaner for air filter

#### Hydraulic System

Computer free, state-of-the-art load-sensing with flow-on-demand control  
ZH 1 auxiliary hydraulic circuit (max. 10 gpm / 2.538 psi)  
ZH 3 auxiliary hydraulic circuit (necessary for attachments that use several hydraulic functions like a grapple with rotation)

#### Chassis & Drive Modules

Torsion free, precisely machined frame  
All wheel hydrostatic drive system in closed circuit, with 100% differential lock at rear axle manually activated  
3 separate steering modes (front, all wheel, crab steering)  
Steering via steering wheel  
Automatic centralized lubrication system  
Solid rubber tires 375/85-24 Camso MPT 793S (4 units)  
Fire extinguisher set (1x cab, 1x storage compartment)  
Light Package consisting of: 2x in frame  
All around lighting package: 7 LED lights added to standard lighting (2 Right, 1 Left, 2 Front, 2 Rear and 2 Boom)  
Audible travel alarm while driving machine (forward & backward)  
Manual Hitch (3t max tow capacity- mounted on rear of machine)

#### Operator's Cab

Hydraulic elevating cab system (elevation: 6' / eye level: 13' 5")  
Multicab IV with door window as sliding window, front and top sunshade, floor mat  
AC, heater and defroster  
Front windscreen as one-piece glass version with bullet proof glass (18,52mm), fixed glazing  
Skylight with bullet proof glass (18,52mm), fixed glazing  
FOPS guard for roof  
Windscreen wiper with washer system for skylight and rear window  
AM/FM radio with MP3 and Bluetooth  
1 LED flashing light at the cab  
Sennebogen control and diagnostic system for monitoring all essential machine functions  
Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat belt  
Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x FD)  
Spare Parts catalogue (1x print / 1x FD) - shipped separate to dealer

#### Working Equipment

Telescopic boom for up to 25' 3" stacking height (2 sections)  
SENNEBOGEN hydraulic quick-change mechanism for attachments  
Automatic bucket repositioning through a button at the joystick  
Boom damping/ride control – reduces the oscillation of the boom/attachment and dampens sudden movement

At Sennebogen, we have created a service infrastructure to support our customers. Unlike most equipment manufacturers, we understand clearly that the dealers do NOT pay our salary, our customers pay our salary, which is why it is absolutely crucial we provide our customers the ability to control their operating costs and have direct contact to the manufacturer to resolve their problems.

Sennebogen is committed to thinking beyond the machine to maximize your uptime and minimize your total cost of ownership. We're ready to work with you before and after the sale as well as throughout the lifetime of the machine.

#### **Sennebogen Training:**

- ❖ We offer **FREE Factory Training!** This is the same training as dealer mechanics, your mechanics will train side by side with our own dealer network mechanics, in the same class. We allow 8-10 people per class, which ensures the class remains very hands on and in depth for each participant and these classes take place every week. The customers only commitment is airfare and hotel, (we offer discounted hotels) we provide lunch on site every day. We are the only manufacturer of material handlers on the market that offers the same level of training to our customers that we offer to our dealers. **Dealer technicians do not have access to ANY technical training that our customers do not have access to free of charge.** As I'm sure your yards have experienced, limited training in conjunction with electronic over hydraulic joystick controls holds customers hostage to calling out the dealer for nearly all repairs. As the Sennebogen remains hydraulic over hydraulic controls, there is no laptop needed to plug into our machines to troubleshoot, just a simple pressure gauge to test hydraulic pressures. As a result of being able to train at the same level WITH the dealer technicians in the same class, which we've found our customers are able to take control of their destiny while reducing operating costs. The Sennebogen LLC philosophy is to protect our customers' interest above all, whereas our competitors remain very dealer protective.

#### **Sennebogen UpTime Kits:**

- ❖ Our Parts and Service team took our 20+ years of acquired technical knowledge and collaborated to make convenient kits fully stocked with all the parts and materials required for a specific service need. Sennebogen remains the only manufacturer of material handlers on the market today that took the time to put together standard service item kits in order to help increase our customers uptime while reducing overall operating costs. We are able to do so due to the level of standardization across our machines, these kits cover components in any size machine within the same series. **Our goal is to limit service calls to the dealer and provide our customers the same kits our dealers equip on their service trucks. This allows our customers to streamline the majority of service, maintenance and repair tasks on their own and to be able to put the machine back to work quickly.** UpTime kits coupled with our free training gives your mechanic the exact same resources and ability as a dealer to repair a large percentage of issues that would down a machine. For example, our central/auto lubrication kit contains all the hoses, fittings, distribution blocks and more. This way, if you cut a grease line, you have all the components needed to get you back up and running asap without any dealer involvement. Another great example would be our electrical kit which has all the solenoids, sensors, coils, relays, switches etc.

#### **Authorized Service Providers (ASP):**

- ❖ Sennebogen is on a mission to maximize uptime, decrease total cost of ownership and increase business productivity. After taking the time to visit with our customers directly, we found that many were unsatisfied with their dealer's service and/or the high costs associated with using a large dealership with brick-and-mortar buildings, which our customers never utilized for repairing their machines. Instead, we found many of our customers were using third-party, heavy equipment service providers for all repairs outside of the warranty period.

January 2021, Sennebogen LLC launched our Authorized Service Provider concept to bring our customers the responsive, local support they already know and trust, backed by the expert skills and troubleshooting knowledge that comes with professional factory training. As of today, we have over 200 Authorized Service Providers working across North America. If a customer has a request for an independent company to service their equipment, we will approach that company to fill out a one-page application, then train their technicians free of charge at the same level we offer to our dealers and customers. Once they are factory trained, they are

allowed to order parts (at the same level as a dealer), perform all warranty work, scheduled maintenance, perform emergency repairs as well as have full access to Sennebogen LLC's support infrastructure. We have found that by offering our customers multiple choices of who they want to service their equipment (dealer or ASP), we drive a competitive landscape, which has increased the quality of service as well as decreased cost for our customers. If you are ever having issues with service and support, please let us know and we will find a preferred alternative independent service provider to support you.

#### **Preventative Maintenance Kits:**

- ❖ As part of our ongoing commitment to uptime, Sennebogen has created an easy way to perform PM services on your machines. We found that many customers that were performing PM services on their equipment were chasing around different filters to complete the service and if one was not available, the PM for the machine was pushed off. As you know, every dollar you try to save on preventative maintenance, ends up costing you twenty dollars later with costly repairs. These hour and machine specific, purpose-built kits have all the required parts needed to carry out a comprehensive PM program (only excludes oils). This way, all you need to do is order one part number, which includes all standard maintenance parts in one convenient package, and have it on hand to ensure all PM services are done on time, every time. As long as the entire kit is used, your PM has been completed.

#### **24 Hour Hotshot Parts:**

- ❖ Sennebogen has grown on the market thanks to its dedication to supporting steel mill service customers who run 24/7. We understand the consequences for our customers and the cost associated with shutting down a steel mill for even one minute. This is why we continue to invest in our parts availability, which is now over \$55 million in Stanley, NC with a 98.6% same day availability since 2019. This is made possible with a 24 hour "on call" parts service, which you have access to at all times, for the situation a machine is down and you need a part asap. **Our "on call" parts rep will arrange for a hotshot truck to arrive at our warehouse within an hour of us calling (even at midnight or on Christmas day) and ensure the part is in route asap.** Sennebogen is the type of company that when needed, ships the part out hotshot first, make sure our customers are taken care of, then figures out the paperwork later. Our customer's uptime is our #1 priority.  
**Sennebogen Parts - 704-347-4911 (After Hours – 704-495-5294)**

#### **Business Optimization Consultant**

- ❖ Our Optimization Consultant, Daniel Jacome, has over a decade of experience working with different applications covering facility and operation optimization as well as value process mapping. This service is meant to help customers plan and manage business operations in order to maximize return on facility investments, it can be as in depth or superficial as you'd like. **This is another FREE service that we provide to any customer that would like to have their business analyzed to find areas where they can increase production capacity, improve flow of materials, lower overall operating costs, analyze downtime/maintenance costs, improve machine availability, etc.** We will share our global experience of expert analysis and planning support with no cost or obligation to you, simply because our goal is to improve our industry by helping you achieve your goals.
- ❖ Many customers hear this and say, "what's the catch?!", "do I have to own a Sennebogen?", "is it really free?". **The fact of the matter is, there is no catch! You do not even have to own a Sennebogen and you will not receive any bill from Sennebogen for this service (travel etc. is all paid for by Sennebogen).** We want to provide this service to customers so we can have a deeper understanding of our customer's operations, can identify areas where we can improve our product, and develop closer relationships with our customers. Sennebogen believes that by investing in our customers and their businesses, we will not simply be just "another supplier", but rather a true partner. How do I schedule this service? Simply reach out to Daniel Jacome directly and he can schedule a time to fly out and meet with you in the next few weeks.

**Daniel Jacome**  
**704-339-9373**  
[djacome@senebogenllc.com](mailto:djacome@senebogenllc.com)

### **Manufacturer Direct Support: 24 Hour Guarantee**

- ❖ Sennebogen LLC now has over two dozen factory technicians located strategically across the US to act as an additional support mechanism for our customers. If for any reason, our dealer partner or authorized service provider is not onsite or cannot solve the problem within **24 hours of a machine going down, we will personally fly one of our factory technicians to your yard to get your machine running. We will do this at absolutely no cost to the customer.** We believe that if our service partner cannot get your machine running, or fails to meet our onsite expectation of 24hrs, it is our responsibility to take action. In addition, we provide all our customers with direct contacts to our service, parts, warranty and sales departments, who are always available to support you. This also includes the direct mobile number and email to our President and CEO, Constantino Lannes. Sennebogen strongly believes that our customers should not be reliant on any dealer network and should always be able to reach out to Sennebogen LLC, the manufacturer, for additional support.

### **FREE Factory Inspections:**

- ❖ In order to help our customers gain a deeper understanding of their machine's health, Sennebogen LLC will perform an in-depth inspection by one of our factory certified inspectors. This program is designed to help customers get the maximum value from their investment in our material handlers by preventing premature failures while optimizing productivity and uptime. Our factory inspector will fly out to your location and perform the 3-4 hour analysis, which we schedule ahead of time to ensure the machine can be down, then we provide a detailed 200 point report, including pictures, for your yard management team. These inspections cover every aspect of your material handler's structure and systems, including main pump pressures, swing bearing deflection, etc. **These inspections are free of charge and can be scheduled at your convenience.**

### **Customer Experience Specialist (CXS):**

- ❖ To provide our customers with a second to none customer experience, Sennebogen LLC has introduced the CXS role. **These specialists are factory trained Sennebogen service representatives that will schedule a visit to your yard, anywhere between the first thirty to ninety days, after your machine is delivered, completely FREE.** We decided to integrate this into our machine deliveries as a way to "refresh" the operators understanding of the machine functions, daily walk around checks, service intervals and to spend as much time as necessary with the operator to ensure confidence and understanding of the Sennebogen machine. This is an excellent additional resource for the operators to have questions answered about the machine that may have been overlooked on the initial machine delivery. This is just another way Sennebogen is invested in maximizing your investment and remaining and true partner.

### **Sennebogen Learning Hub:**

- ❖ In addition to our in-person technical training, we have launched our online learning platform which our customers have access to 24/7, at no cost. Our customers can utilize a continuously growing library of technical training tips, service videos and "how to's" that will help answer all of your most common support questions, as well as a self-guided tour of Sennebogen operation and maintenance features with our interactive walkaround. **Again, this online learning platform is completely FREE.** In addition, the Learning Hub provides our customers with the ability to complete all prerequisites to register for our free training, which we've added online to decrease the classroom portion of our in-person training and increase hands on, troubleshooting time.  
<https://sennebogenllc.rockstarlearning.com/>

### **SENtrack Telematics:**

- ❖ **All of our E Series machines are equipped with our SENtrack telematics system, as a standard.** This telematics system allows our customers to have complete visibility of how the machine is performing and can notify staff of machine problems or upcoming service intervals. Our telematics system works off of a cellular network and can be customized to each individuals' personal preferences on what they would like to see and what alarms they would like to be notified about via text/email. The SENtrack system monitors everything from fuel consumption, hydraulic oil variables, machine troubleshooting codes, idle time, workload vs. operating modes of machine, geo fencing, the list goes on. The telematics system also has the capability of running custom reports to analyze machine performance. This is just another way for you to reduce service costs, improve productivity, reduce consumption figures and safeguard your investment.

# OFFICIAL BID QUOTE AND ACKNOWLEDGMENT

For: RUBBER TIRE LOADER/MULTI-HANDLER/TELE-HANDLER FOR MACON COUNTY SOLID WASTE (Bid No. 604712-04R).

Bid Furnished by: Kylee Callaham - Sennebogen LLC

Address: 1957 Sennebogen Trail Stanley, NC 28164

Telephone Number: 704 347 4910 Cell Phone Number: 980 525 1569

Fax Number: \_\_\_\_\_

We who furnish this bid have carefully examined the Bid General Conditions, the Special Terms and Conditions, completed the Non-Collusion Affidavit, reviewed the Bid Specifications, and all Addenda which we list below, and therefore furnish the bid proposal as shown below.

Addenda (if none, state "N/A"): #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_.

(1) Bid amount for one (1) rubber tire loader/multi-handler/tele-handler with grapple bucket:

MODEL: 340G

FOR THE SUM OF: Two Hundred Fifty Three Thousand One Hundred Forty Nine DOLLARS  
(\$ 253,149.00 )

(2) Bid amount for optional power train warranty:

LENGTH OF WARRANTY: 36 months or 6 thousand hours

FOR THE SUM OF: Seven Thousand Sixty Six DOLLARS  
(\$ 7,066.00 )

(3) Bid amount for preventative maintenance service contract:

LENGTH OF CONTRACT/# OF SERVICE CALLS: 36 months or 2,000 hours

FOR THE SUM OF: Three Dollars and Seventy Six Cents an Hour DOLLARS  
(\$ 3.76 an hour )

(4) Bid amount for additional loader attachments: Sweeper; forks; etc.:

MODEL: Lifting Forks - max. load 4,500kg / 9,921 lbs, fork length 1,500mm / 4'11"

FOR THE SUM OF: Five Thousand Eight Hundred Fifty DOLLARS  
(\$ 5,850.00 )

MODEL: Bale Clamp

FOR THE SUM OF: Twenty One Thousand Five Hundred One **DOLLARS**  
(\$ 21,501.00 )

MODEL: \_\_\_\_\_  
FOR THE SUM OF: \_\_\_\_\_ **DOLLARS**  
(\$ \_\_\_\_\_ )

MODEL: \_\_\_\_\_  
FOR THE SUM OF: \_\_\_\_\_ **DOLLARS**  
(\$ \_\_\_\_\_ )

Note:

- In the event of a discrepancy between the written and numerical amounts listed above, the written amount shall govern.
- All bids submitted must be honored for at least 45 days from bid opening.

# NON-COLLUSION AFFIDAVIT

MACON COUNTY  
BID REQUEST NO. 604712-04R

## RUBBER TIRE LOADER/MULTI-HANDLER/TELE-HANDLER FOR MACON COUNTY SOLID WASTE

The undersigned affirms that the proposal made here-in is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

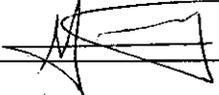
That Sennebogen LLC (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

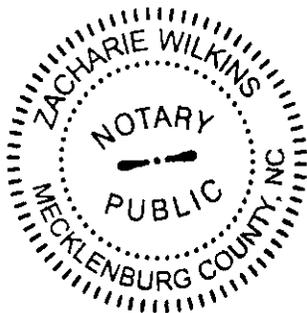
The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: Sennebogen LLC

ADDRESS: 1957 Sennebogen Trl, Stanley, NC 28164

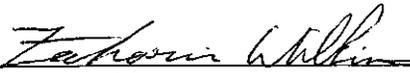
BY: 

TITLE: President & CEO



State of North Carolina  
County of: Mecklenburg

Sworn to and subscribed  
before me, this  
11<sup>th</sup> day of March, 2024.

  
Notary Public

My commission expires: 10-10-2028

Technical Standard Specification

Model: SENNEBOGEN 340G  
Price List Edition: 2024-01

## Macon County

### 340G Standard

### Green line Telescopic Wheel Loader



(Picture may show similar model, different series and/or optional equipment)

## Technical Standard Specification

Model: SENNEBOGEN 340G  
Price List Edition: 2024-01

### Standard Machine Configuration

#### ► Basic Machine SENNEBOGEN 340G Green Line Telescopic Wheel Loader

##### Engine

- Cummins F3.8 - C134 diesel engine (4 cylinder) with direct injection, water cooled
- Engine output 134 HP (100 kW) @ 2,200 rpm (TIER 4 Final emission)
- Radiator hydraulically driven and manual reversible
- Automatic idle control and eco-mode for diesel engine
- Pre-Cleaner for air filter

##### Hydraulic System

- Computer free, state-of-the-art load-sensing with flow-on-demand control
- ZH 1 auxiliary hydraulic circuit (max. 10 gpm / 2.538 psi)
- ZH 3 auxiliary hydraulic circuit (necessary for attachments that use several hydraulic functions like a grapple with rotation)

##### Chassis & Drive Modules

- Torsion free, precisely machined frame
- All wheel hydrostatic drive system in closed circuit, with 100% differential lock at rear axle manually activated
- 3 separate steering modes (front, all wheel, crab steering)
- Steering via steering wheel
- Automatic centralized lubrication system
- Solid rubber tires 375/85-24 Camso MPT 793S (4 units)
- Fire extinguisher set (1x cab, 1x storage compartment)
- Light Package consisting of: 2x in frame
- All around lighting package: 7 LED lights added to standard lighting (2 Right, 1 Left, 2 Front, 2 Rear and 2 Boom)
- Audible travel alarm while driving machine (forward & backward)
- Manual Hitch (3t max tow capacity- mounted on rear of machine)

##### Operator's Cab

- Hydraulic elevating cab system (elevation: 6' / eye level: 13' 5")
- Multicab IV with door window as sliding window, front and top sunshade, floor mat
- AC, heater and defroster
- Front windscreen as one-piece glass version with bullet proof glass (18,52mm), fixed glazing
- Skylight with bullet proof glass (18,52mm), fixed glazing
- FOPS guard for roof
- Windscreen wiper with washer system for skylight and rear window
- AM/FM radio with MP3 and Bluetooth
- 1 LED flashing light at the cab
- Sennebogen control and diagnostic system for monitoring all essential machine functions
- Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat belt
- Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x FD)
- Spare Parts catalogue (1x print / 1x FD) - shipped separate to dealer

##### Working Equipment

- Telescopic boom for up to 25' 3" stacking height (2 sections)
- SENNEBOGEN hydraulic quick-change mechanism for attachments
- Automatic bucket repositioning through a button at the joystick
- Boom damping/ride control – reduces the oscillation of the boom/attachment and dampens sudden movement



Technical Standard Specification  
Model: SENNEBOGEN 340G  
Price List Edition: 2024-01

## Commercial Conditions

### Scope of supply

SENNEBOGEN LLC in cooperation with its local dealer will supply the complete machine as described in the technical specification FOB east coast port. If required, SENNEBOGEN will arrange freight for Macon County, at Macon County's cost and risk.

### Customer Net Pricing

SENNEBOGEN 340G Telescopic Wheel Loader series according to scope of supply & technical specification.

Machine Price (per unit) \_\_\_\_\_ US\$ 231,936.00

Extended Warranty \_\_\_\_\_ US\$ 7,066.00

Transport to yard \_\_\_\_\_ Included

### Optional Attachments:

SENNEBOGEN Grapple Bucket ▶ 2.0m cu. / 2.62cuyd \_\_\_\_\_ US\$ 21,213.00  
(reversible blade for bulk material density up to 1000kg/m cu. / 1,686 lbs/cuyd)

SENNEBOGEN Bale Clamp \_\_\_\_\_ US\$ 21,501.00  
(incl. attachment plate)

SENNEBOGEN Lifting Forks \_\_\_\_\_ US\$ 5,850.00  
(max. load 4,500kg / 9,921 lbs, fork length 1,500mm / 4'11")

### Quote/Order Approval

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## Technical Standard Specification

Model: SENNEBOGEN 340G  
Price List Edition: 2024-01

### Delivery time

SENNEBOGEN LLC in cooperation with its local distributor will deliver the machine as described, after receipt of the written purchase order and final clarification of the technical specifications.

### Payment terms

100% within 10 days after ready for dispatch east coast seaport or delivery / arrival of the machine at site.

### Warranty:

Following warranty applies to new material handling equipment purchased under this agreement:

- 12 months / 2,000 hours of operation full equipment warranty
- 36 months / 6,000 hours of operation powertrain & hydraulics warranty
- 36 months / 6,000 hours of operation structural warranty
- 36 months / unlimited hours of operation engine warranty

The warranty is based on whichever timeline occurs first (hours or months) according to the latest edition of the SENNEBOGEN LLC warranty manual. All warranty service work and/or repairs must be performed by an authorized Sennebogen service provider.

### Validity

The pricing, commercial conditions and technical specifications are valid until December 31, 2024.

### Further terms

The commercial conditions are according to the SENNEBOGEN LLC general terms and conditions of sale. All applicable federal, state and local taxes are not included. Prices and delivery are subject to prior sale. In case of processing the machine purchase order or rental through SENNEBOGEN's local distributor, the distributor's general terms and conditions apply.



Bid Request No. 604712-042

**Kylee Callaham**  
National Account Representative

Mobile +1 (980) 525-1569  
kcallaham@sennebogenllc.com

**SENNEBOGEN LLC**  
1957 Sennebogen Trail  
Stanley, NC 28164, USA  
(704) 347-4910  
[www.sennebogen-na.com](http://www.sennebogen-na.com)

