



Alamance County

*Purchasing Department
124 West Elm Street
Graham, NC 27253
(336) 570-4072*

July 31, 2026

REQUEST FOR PROPOSALS

Alamance County is soliciting proposals for an exclusive Franchise for the Collection and Delivery Services of household garbage and certain recyclable materials within the unincorporated boundaries of Alamance County.

Proposals will be received until 2:00 PM, August 31, 2026 in the County Purchasing Office located at 124 W. Elm Street, Graham, NC 27253. Any proposals received after 2:00 PM. are considered late and will not be accepted and will be returned unopened.

Proposals shall be submitted in compliance with these specifications and proposal forms provided herein.

Each proposal (original, two copies and thumb drive) must be contained in a sealed envelope and clearly marked:

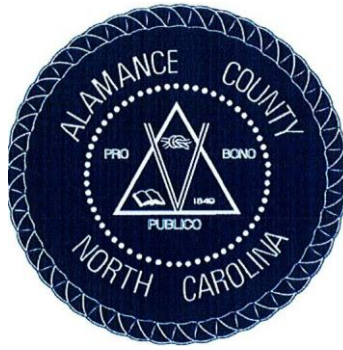
Proposal: **"Proposal for Residential Household Garbage and Recyclable Materials Collection and Delivery."**
RFP #27-P003
Due: 2:00 PM, August 31, 2026

Project specifications and instructions are available for downloading at: <http://www.alamance-nc.com/purchasing/bidding/>. Copies may also be picked up at the County Purchasing Department.

The County encourages participation by Minority, Women-Owned, and Disadvantaged Business Enterprise firms.

The County reserves the right to reject any or all proposals, to waive irregularities and/or informalities and to make an award in any manner, consistent with law, deemed in the best interest of the County in its sole discretion.

Charles Bullard
Purchasing Director



ALAMANCE COUNTY, NORTH CAROLINA

REQUEST FOR PROPOSALS

RESIDENTIAL HOUSEHOLD GARBAGE AND RECYCLABLE MATERIALS
COLLECTION

AND DELIVERY SERVICES

RFP # 27-P003

July 31, 2026

INSTRUCTIONS

RESIDENTIAL HOUSEHOLD GARBAGE AND RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE

1. RECEIPT OF PROPOSALS

Proposals will be received until 2:00 PM, August 31, 2026 in the County Purchasing Office located at 124 W. Elm Street, Graham, NC 27253. Any proposal received after 2:00 PM is considered late will not be accepted and will be returned unopened.

Each proposal (original, two copies and thumb drive) must be contained in a sealed envelope and clearly marked:

Proposal: **"Proposal for Residential Garbage and Recyclable Materials Collection and Delivery Services."**

Proposal# RFP 27-P003

Due: 2:00 PM, August 31, 2026

2. SUBMITTALS

Proposals shall be submitted on the proposal form(s) contained herein and shall include all information requested herein. An original, two copies and an electronic copy on a thumb drive shall be submitted. Faxed or emailed responses will not be accepted. All spaces in each form must be completed fully and written in ink or typewritten. Any dollar amounts shall be in both words and numeric figures. Proposals shall be signed by an authorized company representative. Errors shall be crossed out with ink and the corrected data entered and initialed. Additional copies of the specifications and forms may be obtained from the County Purchasing Department.

3. AWARD OF FRANCHISE

The Franchise shall be deemed as having been awarded when the Board of County Commissioners approves the Franchise in two separate Regular meetings of the Board.

4. SCOPE OF SERVICE

Service shall consist of residential collection on an "every week basis" of Household Garbage, as defined by Alamance County Solid Waste Ordinance dated November 7, 2022, and residential collection on an "every other week basis" of Target Recyclables, as defined by Alamance County Recycling Ordinance dated November 7, 2022, within the franchise area and delivery as per these specifications. Garbage and Recycle containers, delivery of public education and informational material and a calendar shall be provided

to each customer of scheduled pickups. Both ordinances are viewable at:

<https://www.alamancecountync.gov/countycommissioners/other-information/ordinances/>.

A total of three (3) service areas are defined under Section VIII. Service Area of the Franchise Agreement. A map of the three (3) service areas is included for reference and includes the estimated populations and number of households based on the most recent census data and includes updated population estimates through 2025.

5. **CLARIFICATIONS & ADDENDA**

It is the responsibility of Contractor to fully read the requirements herein and shall thoroughly examine and be familiar with the specifications. The Contractor shall be familiar with all service areas to be serviced. Any concerns or questions of the service areas or the requirements herein shall be put in writing via email no later than 5:00 p.m. on August 21, 2026 and submitted to Chris Gustin, Solid Waste Director, at chris.gustin@alamancecountync.gov

Clarifications will be issued in the form of an addendum and distributed to all companies that have obtained a copy of the request for proposal by 5:00pm on August 26, 2026. Such addendums should be acknowledged and will be part of the service agreement.

The failure to examine the requirements, service areas, regulations, ordinances, any forms or instrument, addendum or other document shall in no way relieve the firm of any obligations or requirements with respect to the proposal process or the Franchise.

6. **NAME, ADDRESS AND LEGAL STATUS**

The status of the company shall indicate whether a corporation, partnership, or individual.

If a corporation, the proposal shall be executed by its duly authorized officer(s) in accordance with its corporate by-laws and shall also list the state in which it is incorporated.

A partnership shall give full names of all partners. Partnerships and individuals will be required to state in their proposal the names of all persons interested therein.

The place of residence of each proposer, or the office address in the case of a firm or company, with county and state telephone number, must be given after his signature.

If a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal.

Anyone signing as an agent of another or on behalf of officers must submit legal evidence of authority to do so.

7. **QUALIFICATIONS OF CONTRACTOR**

The County requires the submission of the following supporting information in the proposal. This information will be evaluated in the selection process. **You are required to furnish the following information:**

- (a) An itemized list of the company's equipment intended for use in the franchise collection service including the age, type, etc. This is to include any new equipment that would be purchased to fulfill the franchise commitment.
- (b) A copy of the latest available certified financial statement of the company (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by an independent certified public accountant.
- (c) Evidence that the company is in good standing under the laws of the State of North Carolina, and in the case of corporations organized under the laws of any other State, evidence that the company is licensed to do business under the laws of the State of North Carolina.
- (d) Evidence that the company (or subsidiaries or affiliates) has been in existence as a going concern for a minimum of five (5) years and possesses not less than three (3) years of actual operating experience in solid waste or recyclable materials collection.
- (e) Provide the County with the name and address of registered agent of a corporation or if an individual or partnership, the name and address of persons or entity that will serve as registered agent for service of process.
- (f) Include a minimum of three references.

It is requested that this information be tabbed in this order in your submittal proceeded by the Proposal Form(s), Company Information Form and Non-Collusion Affidavit Form included in these specifications.

Note - You may satisfy any or all of the experience and qualification requirements of this section by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the Parent.

8. **DISQUALIFICATIONS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following cases, among others, may be considered sufficient for the disqualification and the rejection of proposals.

- (a) Evidence of collusion among firms.

- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal or county contract for poor performance.

9. **BASIS OF THE PROPOSAL**

Proposals for Household Garbage and Recyclable Materials Collection and Delivery Services are solicited based on the monthly rate for each residential unit collected. The Franchisee is authorized to bill subscribers for no more than three (3) months in advance of services rendered. The rate, as written out in words in the Proposal, shall govern and any errors found will be corrected. The proposed rate will include all operating costs associated with the service such as insurance, equipment, tipping fees, materials and labor cost. Fuel surcharges will not be allowed. Rate adjustments are discussed in Section IX. Service Rates of the Franchise Agreement.

10. **QUANTITIES**

The county estimates that the number of Residential Units within the franchise area to be serviced is approximately 37,621 with an estimated population of 109,852. The County makes no representation as to the number of Residential Units requiring service.

11. **METHOD OF AWARD**

The County reserves the right not to accept any proposal and to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineations of the Franchise documents and of the proposal shall render the accompanying proposal irregular and may be subject to rejection by the County. The County intends that the Franchise shall be awarded within forty-five (45) days following the date that Proposals are opened and read. Service term begins January 1, 2027.

Each proposal submitted shall be evaluated and ranked by an evaluation committee per the evaluation criteria listed below. The firm with the highest score will be recommended to the Board of Commissioners.

Criteria

Price

Experience/ Past Performance

Resources

Manpower

Equipment

Ability

Credentials/ Financial status

12. CURBSIDE CONTAINERS

The Contractor will provide each Residential Unit a suitable container or containers in sufficient size to contain the garbage and / or recyclable materials generated during the specified collection period.

13. TIPPING FEES

The Contractor, pursuant to this agreement, shall be responsible for transporting all recyclable materials to a recyclable materials processing facility. The tipping fees, if applicable for disposal at the facility, shall be included in the overall cost and be reflected in the cost per residential unit. The Contractor, pursuant to this agreement, shall be responsible for transporting all household garbage to the Alamance County Austin Quarter Landfill. Tipping fees should be included in the overall cost of service and be reflected in the cost per residential unit.

14. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all Federal, State, and local laws, rules and regulations, these specifications, terms and conditions in effect or hereafter and shall apply to the Franchise agreement throughout.

15. PERMITS AND LICENSES

The Contractor shall, at its sole cost and expense, obtain and maintain throughout the term of the agreement all permits, licenses, and approvals necessary or required for it or its employees and agents to perform work and services described.

16. INSURANCE REQUIREMENTS

At Contractor's / Service Providers' sole expense, shall procure and maintain the following ***minimum insurances*** with insurers licensed in North Carolina. Alamance County reserves the right to require higher insurance requirements as deemed necessary for the performance of all Alamance County projects and service contracts. The following insurance is required with these minimum limits of liability:

- I. **Commercial General Liability** (covers an insured exposure to the public relating to products, premises and complete operations)- \$1,000,000 per occurrence/ \$2,000,000 aggregate (most paid out in policy term [one year])

2. **Commercial Auto Liability** (covers an insured for bodily injury and property damage to a third party including owned, non-owned and hired vehicles) *- \$1,000,000 per occurrence
3. **Workers Compensation [covers all employees, including Employer's Liability]** required for all contractors/ service providers (with underwriters desirability classification color of silver, yellow, red and black) - All others Statutory limits: \$500,000 per accident; \$500,000 Disease- Each Employee; \$500,000 Disease Policy Limit

Certificate Holder shall be listed as follows:

Alamance County; Purchasing Department; Attention: Charles Bullard, Purchasing Director:
124 West Elm Street; Graham, NC 27253

Endorsements

The (named party) is required to add the County to its General Liability and Automobile Liability insurance policies with the following wording "**Alamance County, its officers, agents and employees are to be designated as "additional insured" with respect to the general liability insurance policy.**" Endorsements for Commercial General and Liability must be attached with the Certificate of Insurance.

17. **ROUTE SUPERVISOR AND DRIVER COMMUNICATIONS**

The Contractor shall provide a route supervisor to oversee daily collection activities and shall aid in collecting missed pick-ups and in delivering containers.

18. **CUSTOMER COMPLAINT AND HANDLING PROCEDURE**

The Contractor shall provide a customer service phone number for household garbage and recycling services, and the phone number will be published by the Contractor on all household garbage and recycling outreach material. The Contractor must designate a specific contact person, located in North Carolina, to respond to customer needs.

The Contractor will handle and resolve all inquiries and complaints received (such as missed pickups) within 24 hours.

19. **SERVICE STANDARDS**

The Contractor shall perform household garbage and recycling services of the highest caliber. Collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Equipment should be well maintained and in the best service condition. Leaking vehicle oils and fluids onto the roadways and driveways is prohibited. Such leakage shall be cleaned immediately by the Contractor.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel and a spill kit for use in cleaning up any liquid spills, debris and material from the roadway or driveways.

The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants. Contractor shall require its employees to return the household garbage and recycling bins to the curbside location from which it was removed without throwing the bins, damaging property or blocking driveways.

If the driver decides not to collect non-recyclable material placed in a recycling container, the driver shall leave a completed notice, attached to the container, explaining the reason the non-recyclable materials were not collected.

20. LIQUIDATED DAMAGES

The Contractor shall acknowledge that timely and satisfactory performance of services is essential. In the event, the Contractor fails to meet the performance requirements in the resulting contract, the County will assess liquidated damages, as listed below.

VIOLATION	PENALTY
1-10 valid misses during any one calendar month	\$200/valid miss
11-20 valid misses during any one calendar month	\$300/valid miss
21 or more valid misses during any one calendar month	\$500/valid miss
200 or more valid misses during any one calendar month	In addition to penalties above, \$5,000/month in which there are more than 200 valid misses
Second or third repeat missed collection at any one location during a 30 day period	\$500/repeat miss
Fourth or more repeat missed collection at any one location during a 30 day period	\$1,000/repeat miss
Area miss of at 100 locations	\$2,000/area miss

Each additional location missed over 100 locations in an area miss	\$20/location (in addition to \$2,000)
Leaking truck or debris leaving the truck while hauling	\$1,000/violation

By submitting a proposal, the proposer acknowledges and agrees that the liquidated damages provisions contained in the resulting contract are fair, reasonable and enforceable.

21. PAYMENT & BILLING

The Contractor shall be responsible for billing and collecting from each Residential Unit with which service is provided. The County shall not be responsible in any manner for collection or payment of fees for service.

22. TERMINATION

The franchise agreement may be terminated at any time due to non-performance or poor services.

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 County
- 1.02 Household Garbage (Waste)
- 1.03 Recyclable
- 1.04 Recyclable Processor
- 1.05 Container
- 1.06 Franchise Documents
- 1.07 Franchisee
- 1.08 Franchise Area
- 1.09 Recyclable Material (s)
- 1.10 Residential Unit

2.00 SCOPE OF WORK

- 2.01 General

3.00 TYPE OF COLLECTION

- 3.01 Service Provided
- 3.02 Location of Containers for Collection

4.00 OPERATION

- 4.01 Routes of Collection
- 4.02 Complaints
- 4.03 Collection Equipment
- 4.04 Office
- 4.05 Hauling
- 4.06 Delivery
- 4.07 Notification
- 4.08 Point of Contact

5.00 COMPLIANCE WITH LAWS

- 5.01 Governing Law

6.00 EFFECTIVE DATE

7.00 NONDISCRIMINATION

8.00 LICENSES AND TAXES

9.00 TERM

10.00 BASIS AND METHOD OF PAYMENT

10.01 Rates

10.02 Modification to Fee Schedule

10.03 Franchisee Billings

11.00 TRANSFERABILITY OF FRANCHISE

12.00 EXCLUSIVE FRANCHISE

1.00 DEFINITIONS

1.01 County - Alamance County, North Carolina

1.02 Household Garbage (Waste) - Solid waste originating from homes or residences.

1.03 Recyclable - Material that can be sold in a spot or future market for processing and use or reuse.

1.04 Recyclable Processor - A processor-of Recyclable Materials delivered by Franchisee.

1.05 Container - A receptacle designed for the purpose of curbside collection of Household Garbage or Recyclable Materials.

1.06 Franchise Documents - The Request for Proposals, Instructions, Franchisee's Proposal, and General Specifications and any addenda or changes to the foregoing documents agreed to by the County and the Franchisee.

1.07 Franchisee - The person, corporation or partnership performing Household Garbage and/or Recyclable Materials Collection and Delivery under this Franchise.

1.08 Franchise Area - The geographical area within the unincorporated boundaries of Alamance County.

1.09 Recyclable Material (s) - Those materials which are collected by Franchisee pursuant to the Franchise Documents include newsprint, aluminum beverage cans, corrugated cardboard, brown and clear glass bottles and jars (food and drink), plastic bottles and jugs, and colored plastic containers excluding automotive product containers, as more specifically defined by County Ordinance.

- 1.10 Residential Unit - A dwelling including a mobile or manufactured home, or apartment occupied by one or more persons located within the unincorporated boundaries of Alamance County.

2.00 SCOPE OF WORK

2.01 General

- (a) The work under this Franchise shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Franchise Documents. All persons employed by the Franchisee shall be competent, skilled and qualified in the performance of the work to which they are assigned.
- (b) It is the intent under this Franchise for the Franchisee to collect household garbage and certain recyclables. The Franchisee will not be required to collect recyclables which are mixed with garbage, trash and rubbish normally collected by sanitation crews. The Franchisee will notify the customer at any address where the recyclables are contaminated and will tag the containers as being unacceptable for collection.
- (c) Education and Awareness programs shall be implemented and conducted by the Franchisee to provide informational material annually to include a calendar to each customer of scheduled pickups such that every customer has equal exposure to such information. Copies of all materials sent to customers must be sent to the Solid Waste Director or their designee.

3.00 TYPE OF COLLECTION

- 3.01 Service provided - Franchisee shall provide curbside collection service for the collection of Household Garbage and / or Recyclable Materials for each Residential Unit. Franchisee shall not commence collection in residential area prior to 6:00 a.m. or after 9:00 p.m.
- 3.02 Location of Containers for Collection - Franchisee shall state type and location of container to be placed at each Residential Unit.

4.00 OPERATION

- 4.01 Routes of Collection - Collection routes shall be established by the Franchisee.

Each residential unit regardless of location in the franchise area and area population density shall receive equal access to collection services if so desired by that resident.

- 4.02 Complaints- All complaints shall be made directly to the Franchisee and shall be investigated within 24 hours of receipt. In the case of alleged missed scheduled collections, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the Household Garbage and/ or Recyclable Materials not collected within 24 hours after the complaint is received. If the miss is not collected within the 24 hour time frame, it is considered a valid miss.

The Franchisee shall develop a customer service report form, approved by the County, to respond to customer inquiries and/or complaints. Copies of completed customer service report forms shall be forwarded to the Solid Waste Director or designated representative on a quarterly basis. Should a complaint be received by the County, it will be forwarded to the Franchisee for appropriate response. The Franchisee shall provide a written response of action taken to resolve the complaint on the customer service report form to the Solid Waste Director or designated representative within five (5) working days.

- 4.03 Collection Equipment - The Franchise shall provide an adequate number of vehicles for regular collection services. Each vehicle shall be clearly marked with appropriate identifications. All vehicles must be uniformly identified including company name, vehicle number, and telephone number.
- 4.04 Office- The Franchisee shall maintain an office or such other facilities through which contact can be made.
- 4.05 Hauling- All materials hauled by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented in accordance with the Alamance County Solid Waste Ordinance.
- 4.06 Delivery- All Recyclable Materials collected for delivery and sale by the Franchisee shall be hauled to a recyclable materials processing facility. The charge for delivery to a recyclable materials processing facility shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Franchisee. All household garbage collected for delivery shall be hauled to the Alamance County Austin Quarter Landfill. The charge for delivery to the landfill shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Franchisee.
- 4.07 Notification - The Franchisee shall notify all customers about complaint procedures, sorting, preparing for collection, regulations, and day (s) for scheduled or rescheduled Household Garbage and / or Recyclable Materials collection. The Franchisee shall also inform the public of any condition and form required of materials to be collected.

4.08 Point of Contact - All dealing, contacts, etc., between the Franchisee: _____, (title of position of office) and to the Alamance County Solid Waste Director, Chris Gustin, and Alamance County Manager, Heidi York.

5.00 COMPLIANCE WITH LAWS

The Franchisee shall conduct operations under the Franchise granted through the Alamance County Recycling Ordinance and the Alamance County Solid Waste Ordinance in compliance with all applicable laws.

5.01 Governing Law and Venue - The Franchisee shall be governed by the laws of the State of North Carolina. Venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

6.00 EFFECTIVE DATE

The Franchise shall be effective upon execution and performance of such Franchise shall begin on January 1, 2027.

7.00 NONDISCRIMINATION

The Franchisee shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 LICENSES AND TAXES

The Franchisee shall obtain all licenses and permits, including those required by the County, and promptly pay all taxes required by the County.

9.00 TERM

The Franchise shall be for a five (5) year period beginning upon the execution of this Franchise, with one (1) three (3) year renewal upon mutual agreement of the County and the Franchisee. Renewal of the Franchise shall be in accordance with the County Ordinance.

10.00 BASIS AND METHOD OF PAYMENT

10.01 Rates - The Household Garbage and Recyclable collection charges shall include all costs of collection and delivery to the Alamance County Austin Quarter Landfill for household garbage and a recyclables material processing facility for all recyclables.

10.02 Modification to Fee Schedule - The Franchisee may petition the County for additional rate and price adjustments as outlined under Section IX. Service Rates of the Franchise Agreement.

10.03 Franchisee Billings - The Franchisee shall be responsible for billing and collecting each Residential Unit with which Franchisee agrees to provide service. The County shall not be responsible in any manner for collection or payment of fees for service.

11.00 TRANSFERABILITY OF FRANCHISE

No assignment of the Franchise or any right accruing under this Franchise shall be made in whole or in part by the Franchisee without the express written consent of the County.

12.00 EXCLUSIVE CONTRACT

Except for individual homeowners and organizations who desire to dispose of their own Household Garbage and Recyclable Materials, the Franchisee shall have the sole and exclusive Franchise, license and privilege to provide Household Garbage and Recyclable Materials Collection and Delivery services from Residential Units within the unincorporated territorial limits of the County.

If the Franchisee finds or suspects infringement on their exclusivity, they will contact the Solid Waste Director for investigation.

Official Proposal and Acknowledgement Form

PROPOSAL FOR **RESIDENTIAL HOUSEHOLD GARBAGE** COLLECTION AND DELIVERY SERVICES FOR **AREA 1**

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____)

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a household garbage container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at the Austin Quarter Landfill.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICES FOR AREA 1

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL HOUSEHOLD GARBAGE COLLECTION AND DELIVERY SERVICES FOR AREA 2

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____,

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a household garbage container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at the Austin Quarter Landfill.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICES FOR AREA 2

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL HOUSEHOLD GARBAGE COLLECTION AND DELIVERY SERVICES FOR AREA 3

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a household garbage container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at the Austin Quarter Landfill.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICES FOR AREA 3

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

**RESIDENTIAL HOUSEHOLD GARBAGE RECYCLABLE MATERIALS COLLECTION AND
DELIVERY SERVICES**

COMPANY NAME _____

CERTIFICATIONS

Vendor certifies it is a proprietorship _; partnership _; corporation _.

Does the company qualify as a Minority/Woman Owned or Disadvantaged Business Enterprise?

_____ if yes indicate qualification:

The signature on this proposal must be that of an authorized representative of the corporation, partnership or other legal entity and is authorized to submit proposals for public contracts.

Vendor certifies that they have read, understands, and will fully and faithfully comply with this request for bid, quote, or proposal, its attachments and any referenced regulations or documents. Vendor also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of North Carolina or any other state or country? YES _____ NO _____
If yes, please supply details.

Taxpayer's Federal Identification No. _____

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free Number _____

Authorized Signature _____

Printed Name and Title _____

Email Address _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Project: _____

_____,being first duly sworn, deposes
(Name)

and says that:

1. He/she is (owner, partner, officer, representative, or agent) of

_____,the Proposer that has submitted
the attached proposal;

2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from bidding in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached proposal(s) of any other Proposer(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Alamance County N.C. or any person interested in the proposed agreement; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

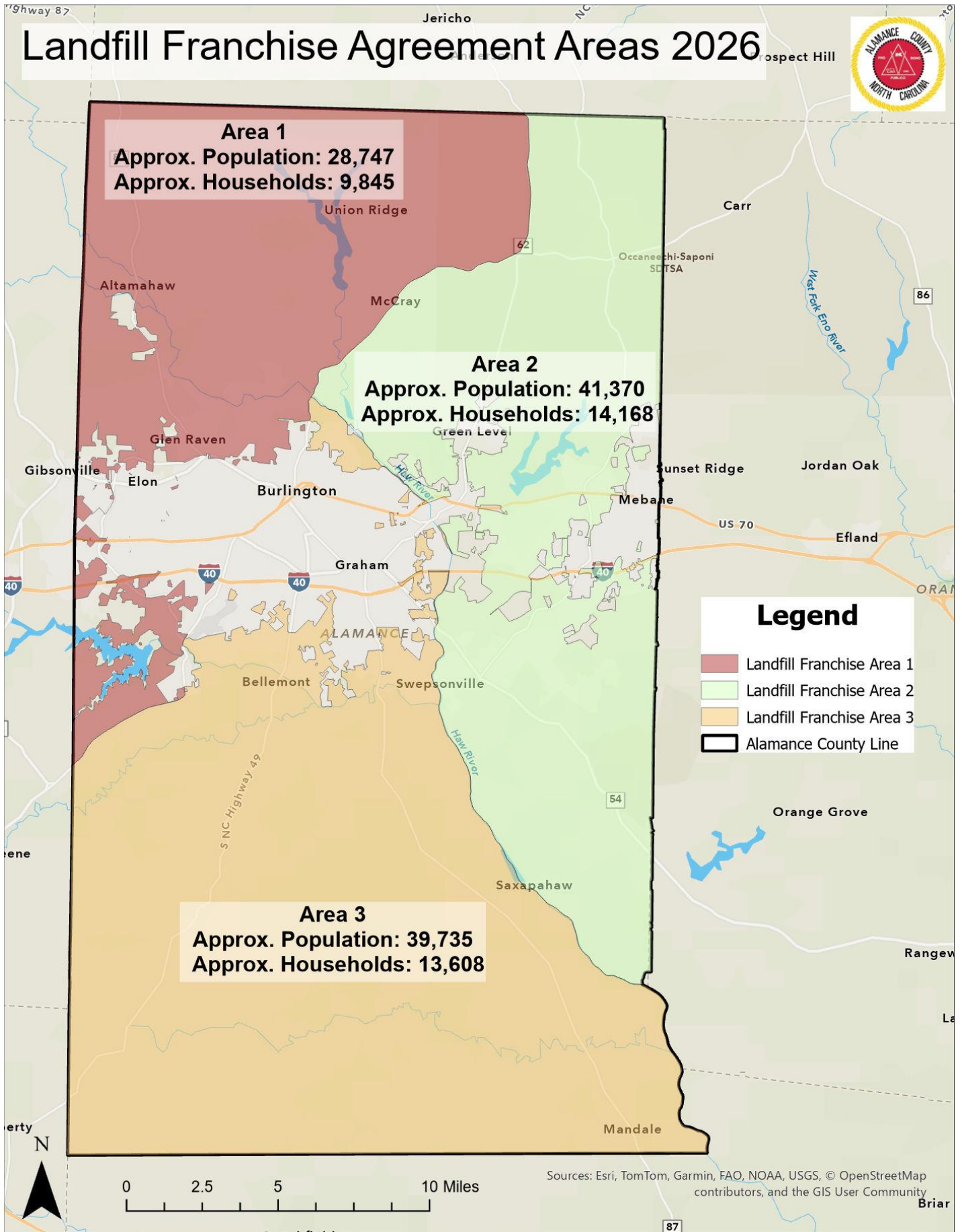
Signed _____

Title

Subscribed and Sworn to Before Me This _____ Day of _____, 20____

_____(Notary) My Commission Expires:_____

Landfill Franchise Agreement Areas 2026



**FRANCHISE AGREEMENT
BETWEEN
THE COUNTY OF ALAMANCE
AND**

THIS AGREEMENT is made and entered into as of this 1st day of January, 2027, by and between the County of Alamance, a political subdivision of the State of North Carolina (hereinafter referred to as "County"), and _____, a for profit corporation (hereinafter referred to as "Franchisee").

WHEREAS, the County is authorized to grant one or more exclusive, revocable, franchises to collect, transport, and dispose of household garbage and recyclables within the County; and

WHEREAS, the County received an application for a Franchise from Franchisee; and

WHEREAS, the County has determined that it is in the best interest of the County and its residents to award the Franchise to Franchisee through December 31, 2032, with one (1) three (3) year renewal upon mutual agreement by the County and Franchisee as specified in Section IV.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

I. GRANT OF FRANCHISE

A. Franchisee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise Agreement as approved by the Board of Commissioners, for a portion of Alamance County, the right, privilege, and authority to collect, transport, and dispose of household garbage and recyclables.

B. The Franchise Agreement is subject to the Alamance County Solid Waste Ordinance and Alamance County Recycling Ordinance (hereinafter referred to as "Solid Waste and Recycling Ordinances"). Nothing in this Franchise Agreement shall be deemed to waive the requirements of the various ordinances of the County regarding permits, fees to be paid, or health and safety requirements.

II. RIGHT OF COUNTY TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the County to issue this Franchise Agreement.

III. EFFECTIVE DATE OF FRANCHISE

The effective date of the Franchise shall be January 1, 2027.

IV. TERM

The term of the Franchise shall be for a period of five (5) years, with a three (3) year renewal upon mutual agreement of the County and Franchisee from the effective date, unless sooner terminated as provided in this Agreement, at which time it shall expire and be of no further force or effect. The Franchisee shall under this franchise give one hundred eighty (180) days written notice to the County before abandoning the franchise.

V. REQUIRED SERVICE

- A. The Franchisee must provide prompt and effective service to every customer in the franchise area. Collection of household garbage and recyclables shall not start before 6:00am or continue after 9:00pm on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Franchisee, or when Franchisee reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- B. Residential household garbage shall be removed by the Franchisee from the customer's premises at least once a week, provided the customer is no more than thirty (30) days in arrears in payment of the required collection fees. However, the Franchisee shall not be required to pick up more than two (2) containers of garbage, each container to be no larger than 96 gallons. A residential household garbage collector, franchised under this ordinance shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- C. The Franchisee must provide each residential household garbage customer with a solid waste container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when garbage is being deposited in or removed from such containers. Containers should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.
- D. The Franchisee must offer recyclables collection if a residential customer requests that service, independent of household garbage collection service. Recyclables to include, but not limited to, newsprint, aluminum beverage cans, corrugated cardboard, brown and clear glass bottles and jars (food and drink), plastic bottles and jugs, and colored plastic containers excluding automotive product containers. Recyclables shall be removed by the Franchisee from the customer's residence at least once every other week. A recyclable collector, franchised under this ordinance, shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- E. The Franchisee must provide each residential recyclables customer with a recycling container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when garbage is being deposited in or removed from such containers. Containers should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.

- F. The Franchisee shall provide each customer with a calendar of scheduled pickups, to include both household garbage and recyclables collections. Copies shall be provided to the Solid Waste Director or their designee.

VI. EXCLUSIVE FRANCHISE

The County hereby grants and _____ hereby accepts an exclusive franchise for the collection and transportation of residential household garbage and recyclables in the designated service area, specified in section VIII. The County specifically reserves the right to grant at any time after termination of this Agreement such additional Franchises for solid waste services as it deems appropriate.

VII. INCORPORATION OF THE SOLID WASTE AND RECYCLING ORDINANCES BY REFERENCE AND RESOLUTION OF CONFLICTS

All terms, conditions and provisions of the Solid Waste and Recycling Ordinances shall be deemed to be embodied in this Franchise Agreement, and the express terms of said Ordinances shall prevail over conflicting or inconsistent provisions of this Franchise Agreement. This includes any and all updated versions of said Ordinances made within the term of this Agreement, as amended from time to time.

VIII. SERVICE AREA

The franchise area shall be that portion of Alamance County, North Carolina described as follows:

Area 1: All residences on the western side of State Highway 62 from the Caswell County line in the north to the Guilford County line on the west, except residences inside the municipalities.

And/or

Area 2: All residences in that part of Alamance County easterly and northerly of a line following Highway 62 from the Caswell County line on the north to Haw River, thence down Haw River to the Orange County line, except residences inside the municipalities.

And/or

Area 3: All residences in that part of Alamance County south and east of State Highway 62 from Haw River on the north to the Guilford County line on the west, and south and westerly of a line following Haw River from State Highway 62 to the Orange County line, except those residences located in the municipalities.

IX. SERVICE RATES

- A. There is hereby established and imposed a limit on the fee for residential household garbage collection, transportation and disposal in the amount of \$ _____

per household per month for weekly curbside pickup. This fee also includes the rental of a solid waste container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered. "Weekly" means service on the same day of each week except for extreme weather conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.

- B. There is hereby established and imposed a limit on the fee for residential recyclables collection, transportation and disposal in the amount of \$ _____ per household per month for biweekly curbside pickup. This fee also includes the rental of a recyclables container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered. "Biweekly" means service on the same day of the week every other week except for extreme weather conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.
- C. The County will not entertain increases in the per month subscriber fee for the first two years of the franchise term. The Franchisee shall be entitled to an annual Cost of Living increase beginning January 1, 2029, and each January 1 thereafter, if the annual consumer price index goes above five (5) percent since the start of the contract or the last increase, whichever is later. The index to be used is the Consumer Price Index for All Urban Consumers, CPI-U, Water and Sewer and Trash Index, Garbage and Trash Sub-Index, July issue of the preceding year, as published by the Bureau of Labor Statistics. Increases shall occur no more than once per year.
- D. Franchisee may increase the monthly fee for solid waste collection by ten (10) percent of the amount of the tipping fee increase for every Board of Commissioner approved increase in tipping fees for the Alamance County Landfill. This increase will be in effect at the same time as the tipping fee increase is institutes by the Alamance County Landfill.

X. ADDITIONAL CONDITIONS AND REQUIREMENTS

- A. All household garbage collected under this Agreement must be delivered to the Alamance County Landfill. In the event of an emergency or disaster that renders the Alamance County Landfill inoperable, the Franchisee shall transport solid waste to a disposal facility agreed to by the County Manager or their designee. No solid waste may be transported to, transferred, or disposed of at any other location within the county or outside the county without advanced notification to the County Manager or their designee.
- B. All recyclables collected under this Agreement must be delivered to a material recovery facility (MRF) for processing. No recyclables may be transported to, transferred, or disposed of at any other location without advanced notification to the County Manager or their designee.
- C. The Franchisee shall submit an annual report to the Solid Waste Director by August 1st of each year, to include information from July 1-June 30 prior, during the term of this franchise. This report will include, but not limited to, the number of subscribers

for household garbage collection, number of subscribers for recyclables collection, tonnage collected for household garbage collection, tonnage collected for recyclable collection, and name and location of MRF(s) recyclables were delivered to for processing.

- D. The Franchisee shall submit annually to the County Manager or their designee a list of subscribers for household garbage and recyclables collection, to include name and addresses, by August 1st each year, to include information from July 1-June 30 prior. This list will be kept confidential and not shared with any possible competitor.
- E. The Franchisee is authorized, but not required, to provide back yard collection, transportation and disposal of household garbage and/or recyclables to subscribers at rates mutually agreed upon between the subscriber and the Franchisee.
- F. The Franchisee will notify customers, within 24 hours of any and all delays in service due to extreme weather conditions (snow or ice), equipment breakdowns or holidays and provide the customer with an alternate pick-up schedule to accommodate the delay. The Solid Waste Director or their designee should also receive a copy of any notification to customers.
- G. All materials hauled by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented. Civil and/or Criminal Penalties may be administered to those in violation.
- H. The Franchisee shall provide an adequate number of vehicles for regular collection services. All vehicles, boxes, bins, tarps and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the Franchisee.
- I. Franchisee must provide to subscribers, annually, educational materials regarding solid waste disposal and recycling. Information to include, but not limited to, materials banned from landfill disposal and acceptable recyclables. Copies shall be provided to the Solid Waste Director or their designee.
- J. No provisions of this Agreement shall be construed to prohibit any person from collecting, picking up, removing, transporting, or disposing of household garbage from property owned or leased by him, or which is under his proprietorship, management, or control, provided, however, that such person complies with local, state, or federal rules and regulations.
- K. In the event of new technological developments or collection methods that the Board of Commissioners deems beneficial to the citizens of Alamance County, the County reserves the right to amend and renegotiate the franchises-to implement such methods. This could include adjustments in authorized fees.

XI. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce general ordinances necessary to the health, safety and welfare of the public and it agrees to comply with all applicable general laws and ordinances enacted by the County pursuant to such power, as provided in the Solid Waste and Recycling Ordinances.

XII. REGULATION

Solid Waste and Recycling Regulatory Authority. The County shall exercise appropriate regulatory authority under the provisions of the Ordinance and this Franchise Agreement. Regulation may be exercised through any duly designated County office or duly established Board of Commissioners or other body or official appointed to advise the County in its regulatory responsibilities.

XIII. REMEDIES

For the violation of any provision of this agreement or the Alamance County Solid Waste or Recycling Ordinance, the penalties shall be as set forth in the Alamance County Solid Waste or Recycling Ordinance. The Board may terminate or suspend upon notice and hearing all or any portion of a franchise for any of the following reasons:

1. Loss of the Franchisee's license to operate as a solid waste, residential household garbage, or recyclable material collector;
2. Failure of the Franchisee to comply with the authorized fee schedules;
3. Failure of the Franchisee to render prompt and effective service to persons within his service area;
4. Failure of the Franchisee to comply with any provision of this ordinance or applicable regulations of the Department of Environmental Quality, or
5. Violation of the Alamance County Solid Waste or Recycling Ordinances.

The County shall give a one hundred eighty (180) day notice of termination of this franchise to the Franchisee.

XIV. LIQUIDATED DAMAGES

The Franchisee acknowledges that timely and satisfactory performance of services is essential. In the event, the Franchisee fails to meet the performance requirements in this contract, the County will assess liquidated damages, as listed below.

VIOLATION	PENALTY
1-10 valid misses during any one calendar month	\$200/valid miss
11-20 valid misses during any one calendar month	\$300/valid miss
21 or more valid misses during any one calendar month	\$500/valid miss
200 or more valid misses during any one calendar month	In addition to penalties above, \$5,000/month in which there are more than 200 valid misses
Second or third repeat missed	\$500/repeat miss

collection at any one location during a 30 day period	
Fourth or more repeat missed collection at any one location during a 30 day period	\$1,000/repeat miss
Area miss of at 100 locations	\$2,000/area miss
Each additional location missed over 100 locations in an area miss	\$20/location (in addition to \$2,000)
Leaking truck or debris leaving the truck while hauling	\$1,000/violation

The Franchisee acknowledges and agrees that the liquidated damages are fair, reasonable and enforceable.

XV. INSURANCE

At Franchisee's sole expense, Franchisee shall procure and maintain the following minimum insurances with insurers licensed in North Carolina. Alamance County reserves the right to require higher insurance requirements as deemed necessary for the performance of all Alamance County Projects.

- A. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability, as required by North Carolina law.
- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$ 5,000 Medical Payments
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
 - \$1,000,000 Combined Single Limit - Any Auto

XVI. COOPERATION

The parties recognize that it is within their mutual best interests for solid waste and recycling services to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agents designated for that purpose by the other. The agent will use its best effort to facilitate the particular action requested.

The Franchisee must designate a specific contact person, located in North Carolina, to respond to customer needs.

The Franchisee shall develop a customer service report form, approved by the County, to respond to customer inquiries and/or complaints. Copies of these customer service report forms shall be forwarded to the Solid Waste Director or designated representative on a quarterly basis. Should a complaint be received by the County, it will be forwarded to the Franchisee for appropriate response. The Franchisee shall provide a written response of action taken to resolve the complaint on the customer service report form to the Solid Waste Director or designated representative within five (5) working days.

XVII. WAIVER

The failure of the County at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of the County hereafter to enforce the same. Nor shall the waiver by the County of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

XVIII. PERFORMANCE BOND

- A. Before commencing work, the Franchisee shall furnish to the County a performance bond in the minimum of Five Hundred Thousand Dollars (\$500,000.00). The Franchisee is required to procure and maintain the performance bond at its sole cost and expense. The performance bond shall remain in effect for the entire term this Franchise Agreement is in effect including any extension or renewal terms.
- B. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina and shall be satisfactory in form to the County Attorney.
- C. If the surety of any bond furnished by the Franchisee is declared bankrupt or becomes insolvent or its rights to do business is terminated or it ceases to meet the requirements herein, the Franchisee shall within five (5) days thereafter substitute another performance bond, which must be acceptable to Alamance County.
- D. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

XIX. CUMULATIVE PROVISION

The rights and remedies reserved to the County by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the County may have with respect to the subject matter of this Franchise Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XX. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XXI. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture of principle-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XXII. ENTIRE AGREEMENT

This Agreement and all attachments hereto, and the Solid Waste and Recycling Ordinances and all attachments thereto, as incorporated herein, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only as provided in said Solid Waste and Recycling Ordinances.

XXIII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement, except as provided for in the Solid Waste and Recycling Ordinances.

XXIV. LAW GOVERNING

This agreement shall be controlled by and interpreted in accordance with the laws of the State of North Carolina, and dispute arising hereunder, if unsettled, shall be litigated in the General Court of Justice of Alamance County, North Carolina.

XXV. ASSIGNMENT OF FRANCHISE

This franchise cannot be sold, assigned, or transferred in any way without specific written approval of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

For Alamance County:

/s/.....
Chairman of the Board

[County seal]

ATTEST:

/s/.....
Clerk to the Board

Approved as to form and legal sufficiency:

/s/.....
County Attorney

For Franchisee:

[corporate seal]

By:_____

ATTEST:

/s/.....