



Request for Proposals: S1-0826.2

Title: Parking Management and Enforcement Solutions

Issue Date: August 7, 2026

Due Date: September 24, 2026, By 3:00 PM ET

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: City Manager

Direct all inquiries concerning this RFP to:

Aoriental Fullwood: ariental.fullwood@wilmingtonnc.gov



Finance

Purchasing Division Post
Office Box 1810
Wilmington, NC 28402-1810

910 341-7830
910 341-7842 fax
wilmingtonnc.gov Dial 711
TTY/Voice

August 7, 2026

**RE: Request for Proposals – Parking Management and Enforcement Solutions
RFP No. S1-0826.2**

To whom it may concern:

This Request for Proposals (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for services relating to Parking Management and Enforcement Solutions at various locations in the City of Wilmington.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after the contractor is selected for final selection. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

Questions should be emailed to Rob Fries at robert.fries@wilmingtonnc.gov no later than, September 10, 2026. Answers to questions will be posted as addendum on the city website at www.wilmingtonnc.gov.

Your RFP must adhere to the following submittal requirements to be considered responsive. This is a criteria-based project. The successful Contractor will be selected based on the quality, quantity, and best value of services provided for the city.

After the city determines the most qualified firm, the staff will negotiate with the firm to better define the final scope of work. If, for any reason, the City and the selected firm cannot agree on a scope, the City will negotiate with the next most qualified firm.

My office should be contacted with questions concerning the proposed contract terms and conditions. I look forward to your proposal for this service.

Sincerely,
Oriental Fullwood
Buyer

cc: Robert Fries, Parking Manager

STATE OF NORTH CAROLINA COUNTY

OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.
2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.
3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.
4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.
5. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.
6. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2026.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant
Vice President only)

ATTEST:

(Secretary, Assistant Secretary, Cashier or Assistant
Cashier only)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit was
signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2026.

Notary Public My

Commission Expires: _____

(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE
with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly
authorized by and on behalf of _____ (hereinafter he "Employer")
after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the
Employer and possess the full authority to speak for and on behalf of the Employer
identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated
by the United States Dept. of Homeland Security and other federal agencies, or any
successor or equivalent program used to verify the work authorization of newly hired
employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and
is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has
verified the work authorization of its employees through E-Verify and shall
retain the records of verification for a period of at least one year.
- _____ Employer employs fewer than 25 Employees and is therefore not subject
to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have
likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the City of Wilmington informed of any change in its status
pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH
CAROLINA COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My commission expires: _____

Introduction

The City of Wilmington is seeking a parking management solution to provide a flexible and frictionless, free flowing operation in the garages and lots either in a gated and/or gateless environment. The system is intended to primarily automate parking enforcement, support remote monitoring, and aggregate payment and facility use data. The goal is to capture and disseminate real-time vehicle occupancy, support dynamic wayfinding signage, process and/or detect active payments, frequent parkers, support validations, facilitate easy special event management, and direct enforcement to areas where parking violations occurred. Proposed solutions may be complete turn-key operations or integrated operations with multiple service providers conducting business as one unit under a prime vendor.

General System Features include:

- Automatic license plate capture at entry and exit
- Time-stamped parking sessions
- Public display of real time occupancy physically and digitally
- Association of plates with payments, user credentials, validations, and violations
- Configurable rates by time, event, or user type
- Mobile payment and permit management or integration
- Account-based or permit-based parking
- Remote monitoring
- Directed enforcement through push alerts that identifies the level and garage of offending vehicle
- Identification of unpaid or overstayed vehicles
- Automatic identification and reconciliation of payments, permits, and validations to license plates
- Support for validations, discounts, and event pricing
- Automated ingress and egress management
- Mobile and web-based enforcement tools
- Configurable grace periods and account receivables
- Enforcement audit trails

The City may elect to install the system in a single garage or multiple garages pending total project costs per location and the system's technical ability to capture and manage each garage's specific user base with no loss in existing revenues, business rules, functionality, and access control. The top priority project shall be the Skyline Center garage system installation. The remaining locations will be evaluated after the initial projects are completed in the following order:

Second priority projects

- Convention Center Garage
- River Place Garage

Third place priority projects

- 2nd Street and Hannah surface lots.

Fourth priority projects

- Market and 2nd Street Garage
- Special event lots

SERVICES NOT REQUESTED IN THIS RFP

The City is seeking a robust and flexible off-street parking management system, there are several functions and services that are not requested in the RFP. The City currently owns FlowBird multi-space meters, IPS single space meters, and Tiba PARCS (gates, in-lane devices, and POF machines).

The City is not seeking to

1. Replace the garage's PARCS and gate devices
2. Replace meters: surface lot or curb
3. Replace the citation collection and management system
4. Replace the mobile enforcement program
5. Replace current mobile payment providers
6. Issue parking citations by mail
7. Mandate a complete turn-key system under one vendor only
8. Use off-book systems to manage revenue processing, collection, and reporting
9. Own additional equipment required to perform services in this RFP except for off-site occupancy signage

The proposed solution may recommend alternative technology if clearly demonstrated that the City's current hardware and/or service providers cannot meet the requirements of the RFP. The City may approve or reject alternatives at its discretion.

BACKGROUND

The City operates five (5) parking garages totaling to 2,478 public spaces, two (2) small surface lots (141 total spaces) for daily transient and frequent parking, and one (1) special events lot (32 spaces). The surface lots are operated by multi-space meters and mobile payments. The lots do not have gates or vehicle detection technology. The garages are operated by the Tiba Spark system. Garage monthly parkers are processed using Park Chirp. All garages except the Skyline garage have network access. The 2nd Street and Hannah Lots have some electrical access. The event lot has no electrical access.

Market Street Garage

This facility is located at 115 Market Street and has seven (7) levels and 566 spaces with one entry lane on Market Street and two exit lanes on 2nd Street. It is a cast-in-place single threaded helix garage with two bays. There are no parking booths and payments are processed in-lane or at Pay of Foot machines. There are no mobile payment options. Transient parking is at 150,000 transactions annually with a 56% average weekday occupancy rate (including monthly parkers) and an average 80% occupancy rate on weekends. The garage hosts 500 monthly accounts with some limited reserved-only spaces. Special events are managed by operating on a pay on entry mode or by lifting the gates and using handheld credit card readers.

2nd Street Garage

This facility is located at 114 North Second Street and has five (5) levels and 393 spaces. It is a cast-in-place single threaded helix garage with two bays. The entry lane on 2nd street and another, lesser used entrance from the alley. Both exit lanes are on 2nd street with one lane primarily used for monthly parker egress. There is one booth located at the transient exit lane.(not sure of what you are trying to say) Payments are processed in-lane or at Pay of Foot machines. There are no mobile payment options. Transient parking is at 68,000 transactions annually with a 75% average weekday occupancy rate (including monthly parkers) and an average 65% occupancy rate on weekends.

The garage hosts 470 monthly accounts with some limited reserved-only spaces. Special events are managed by operating on a pay on entry mode or by lifting the gates and using handheld credit card readers.

River Place Garage

This facility is located at 14 Grace Street that has six (6) levels and 406 spaces. It is a cast-in-place single threaded helix garage with two bays. There is only one garage entrance with 3 lanes off Grace Street. This garage contains 169 publicly accessible spaces. The other 210 spaces are leased and signed for residential use only that are located on levels two, three, five, and six. The residents do not pay directly for access, and the City does not have a current inventory of vehicle owner's plate numbers. Payments are processed in-lane or at two Pay of Foot machines and there are no booths. There are no mobile payment options. Transient parking averages 46,000 vehicles annually with a 55% average weekday occupancy rate (including monthly parkers) and an average 65% occupancy rate on weekends. A robust valet service operates in the garage that parks 12,000 vehicles annually.

The garage hosts 85 monthly parkers. Validations are processed using pre-paid stickers affixed to the entry ticket. This garage is not used for special event parking.

Convention Center Garage

This facility is located at 515 Nutt Street that has four (4) levels and 578 spaces. It is a pre-cast single threaded helix garage with three bays. There is only one garage entrance with 3 lanes off Nutt Street. The Embassy Suites has 250 dedicated spaces located on levels 1, 2, and partially 3. The Aloft hotel occupies 65 spaces. Hotel access occurs by valet or stickers affixed to the entry ticket at no charge to the guests. There are two cashier booths. Transient payments are made in-lane at the booths processed by machine or by cashier. The Convention Center hosts 120 events annually and operates a very active validation program (20,000 annually) with limited charge backs to the event organizers. The garage processes 48,000 transient parkers annually with 28,000 parkers charged the daily or event rates paid in-lane at the gate. For events with high number of attendees, the garage will charge pay on entry by passing the Tiba PARCS and processed directly with handheld card reader only devices.

Skyline Garage

This facility is located at 155 Brunswick Street that has six (6) levels and 1,022 spaces. There are two entrance locations: Brunswick (3 lanes) and 2nd Street (2 lanes). It is a pre-cast single threaded helix garage with four bays. The garage is primarily used by occupants of the Skyline office tower and for special events. The building tenants do not pay directly to park, but their vehicle plate numbers are recorded in IPS enforcement and patrolled using Genetec LPR. Transient payments are 100% mobile payments (no gates, booths, or PARCS) via TEZ. The garage hosts approximately 10,000 special event parkers annually either by reservations through Parkwhiz or mobile payments. The garage serves the Live Oak Amphitheatre, overflow parking from the Convention Center garage and various events.

Second Street and Hannah Surface lots

These lots are located on south 2nd street and are operated by Flowbird Strada multi-space meters and mobile payments (PaybyPhone and TEZ). There are 141 spaces combined with 74,000 annual transient parkers and 119 monthly parker accounts.

Current Operating Systems and Hardware

1. Genetec for mobile enforcement
2. IPS citation management and enforcement
3. PayByPhone mobile payments and validations
4. Flowbird Strada Meters (surface lots only)
5. TEZ mobile payments and validations
6. Parkwhiz/ reservation system
7. Park Chirp (monthly parker A/R system)
8. Tiba Spark, MP-30 Entry Stations, SW-30 Exit Stations, and VPS-30 Pay of Foot stations
9. Magnetic Pro M Barrier Gates with 10' arm

Timeline for RFP Process

Process Description	Date Due
RFP Advertised	08/07/2026
Optional Remote Pre-Bid Q&A	09/03/2026
Vendor RFP Questions	09/10/2026 by 5:00 PM
City Responses to Vendor Questions	09/17/2026 by 5:00 PM
RFP Submittals Due Date	09/24/2026 3:00 PM

Project Manager for the City of Wilmington:

Robert Fries, Parking Manager
Robert.fries@wilmingtonnc.gov
Phone: 910-341-5870

Submittal Requirements:

Respondents must submit all RFP certification documents, including the Affidavit of Non-Collusion. Submittal for this RFP should contain One (1) enclosed sealed envelope and One (1) electronic version (PDF format) on a flash drive and titled: **“RFP No. S1-0826.2 “Parking Management and Enforcement Solution”**. The city must receive the RFP on or before 3:00 09/24/2026, by 3:00 PM. Mailed or hand-delivered to the following address:

City of Wilmington
P.O. Box 1810 or
929 North Front Street, 10th Floor
Wilmington, NC 28401
Attn: Arianal Fullwood, Buyer

Proposals shall be submitted in the following format and order. Complete proposal package to not exceed more than 50 total pages excluding City required forms. The City is not seeking excessive corporate promotional, marketing, and branding documents or vendor solutions that are outside the scope of the RFP. Proposals to submitted in both electronic and written format.

1. Executive Summary
2. Technical Solution Description – that describes the hardware and software used to comply with RFP, relevant software features, reporting, and alert notification capability
3. Functional & Performance Compliance Matrix – response to include technical and functional features that demonstrate compliance with RFP to include screenshots of system software interface and reports
4. Implementation Plan and Timeline (including testing)
5. Support and SLA Approach
6. Vendor Experience and References – references must be RFP requirement specific and not other locations that use an assortment of other products offered by your company
7. Pricing Proposal – see pricing response requirements for exact layout and response
8. Required Certifications and Forms - signed

Rights to Submitted Materials:

All statements, responses, inquiries, or correspondence relating to or about this RFP and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received. The entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposers in compliance with the procedures allowed by North Carolina Law and marked in bold “**Confidential.**”

The City reserves the right to retain all submittals and to use any ideas in an RFP regardless of whether that RFP is selected. Submission of an RFP indicates acceptance by the Proposer of the conditions contained in this RFP.

References/Qualifications/Experiences:

The Proposer should describe its track record in performing services comparable to those specified in this RFP and other information relevant to determining the Proposer's ability to perform these services. This list should include each client's name, contact and telephone number, the size and scope of work provided, effective dates of the contract(s) with the client, and the annual contract amount. Each reference must:

1. A minimum of five (5) years of experience in the design, installation, and support of similar services at least three comparable projects installed in a municipal setting.
2. Reference locations must demonstrate the ability to operate in the three gated modes for frequent and transient parking users including validations. At least one reference shall include a garage(s) that serves a hotel operation and valet operation. The inability to demonstrate an active hotel and valet solution may result in lower evaluation scores.

3. Demonstrate proven experience integrating LPR systems with parking payment applications and systems, credentialed access management platforms, event modes, validations and mobile enforcement applications as well as demonstrated knowledge of data security, privacy standards, and applicable state and federal regulations governing LPR data usage and retention.
4. Provide examples of organizational stability to include:
 - a) Length of continuous business operations specific to the RFP requirements
 - b) Corporate history and major business achievements
 - c) Disclosure of bankruptcy filings, insolvency events, or change in company ownership
 - d) Identify total employee headcount and percentage dedicated to the proposed solution
 - e) Demonstrate financial ability and capability to perform the work identified in the RFP scope.
5. Provide evidence of an established customer support program including a helpdesk or service ticket system and demonstrate capacity to provide on-site support to the City within a reasonable timeframe along with an available local representative who can support the City during and after the project implementation.

Evaluation Process (project specific/ see sample highlighted below)

The City will consider the following factors in selecting a maintenance and service provider for this proposal:

Description	Point of Scale
The firm's overall experience in providing and coordinating parking management solution	50 Points
Price of proposed services	20 Points
Responses from references	15 Points
Completeness and clarity of the proposal	15 Points

The evaluation process will be directed primarily at those capabilities clearly shown in the written proposal submitted. However, the City may request any or all firms submitting proposals to make oral presentations to provide additional information. The City shall be the sole judge of all proposals, particularly which one best qualifies for acceptance. **The City reserves the right to accept the most responsive and responsible submittal, other than the lowest-priced proposal, and to negotiate with respondents if it appears to be in the City's best interest to do so.** The City reserves the right to reject any and all proposals. The rejection of any or all proposals shall not render the City liable for costs or damages. The proposal must be signed by an officer or agent with the authority to bind the Contractor legally.

Scope of Services

System Features and Functional Design

The system's primary purpose is to manage access and internal user control based on existing signage, leasing agreements, and business rules. The system design shall include features to manage transient, frequent, event, guest, and valet parking by collecting unique credentials and associated revenues. Payment enforcement may use a combination of fixed and special-use mobile (handheld) License Plate Recognition (LPR) technology, in-space sensors, AI, data analytics, and remote monitoring based on the conditions and customer usage at each location. The City does not want to solely rely on LPR enabled equipment mounted to enforcement vehicles to actively patrol the garages for violations. However, the City does want the capability of using enforcement vehicles to respond to a push notification of suspected parking violations when parking staff are not on-site. Remotely monitoring parking activity is a premium enforcement feature that is highly preferred.

A. Operating Modes

The system shall be capable of operating in multiple conditions depending on location, activity, or event status. The concept of passback management via gate operation is supplanted with one plate, one credential access management. Any plate without an authorized credential or payment is subject to parking citation or vehicle immobilization. All devices used to control access and collect payment shall be interconnected with the system and all transactional data recorded and displayed on the system's dashboard portal. Operating modes are defined as:

1. Free Flow mode allows frictionless ingress and egress during peak usage times. This mode allows easy entry and exit with mobile payments (preferred) or an integrated hand-held point of sale system (less preferred). This mode requires a solution to actively monitor parkers that are either validated (free or paid) or do not pay directly for parking use. On-site staff provide customer assistance, respond to customer inquiries, and enforce payment compliance.
2. Gated mode operates when gates are down and may be used during off peak times when gated access limits garage entrance to specific user groups like residents, office tenants, or hotel guests. The goal is to eliminate unwanted late-night cruising or close access to new entries. Gated modes shall be capable of processing transient parking payments without staff present. On-site staff provides customer assistance and resolves inoperable gate incidents and payment devices. Remote monitoring of device performance and operations is preferred. System shall initiate gate lifts remotely.
3. Hybrid mode includes both open and gated access-controlled parking. The garage may allow unrestricted ingress with a mobile payment option (preferred) or hand-held point of sale solution (less preferred) but will capture vehicles without payment at the exit gate and require in-lane payments prior to gate opening. This mode would optimize staff enforcement resources. Exit gates shall be capable of reading and processing special use credentials to operate the gate for special users like valet, VIPs, pre-sale parkers (ex. Concert or event attendees) or hotel guests. Remote monitoring of device performance and operations is preferred.

B. Operating Requirements

The system may be installed at the entrances, exits, deck levels, drive aisles, ramps, and/or spaces in all or some of the City's five (5) parking garages and three (3) surface lots to monitor session payments, vehicle occupancy by user type, and enforce special usage rules (reserved spaces, roof top parking only, nested areas, garage levels, ADA spaces, etc). No single technology type (camera, sensor, payment platform, access equipment, etc) is specifically required if the system meets the RFP's performance functions. Vendor may use multiple technologies and/or third-party parking technology providers for this RFP. If multiple providers are included in the RFP, the primary vendor is responsible for maintaining and managing all integrated products, performance, system updates, and service up-time. The RFP response MUST identify the primary vendor.

The system shall be capable of identifying the location and level of parked vehicles that are identified as enforcement violations. The system shall provide a special event enforcement solution using mobile or hand-held LPR cameras operated by enforcement staff to capture and analyze plates to identify parking violations during special events and other high peak demand times when using a dedicated enforcement vehicle is impractical to access the garage due to high traffic volume and vehicle movement. The system should be capable of using hand-held enforcement solution provided by IPS to capture plate numbers as an additive or alternative option.

The system shall be capable of capturing and verifying vehicle access and occupancy counts, including nested areas, by user type without relying on gate and loop counts as the primary data source for occupancy counts. The system shall be capable of providing and displaying real-time occupancy counts digitally through mobile devices, on-site at the location and remotely off location at the street level directing drivers to facilities with open spaces. Providing vehicle counts per garage level is optional and cost sensitive. The City requests that off location signage be scalable for adding signs in the future. The City requests one off-site facility sign and will work with the vendor to determine the best placement location for the initial project. A single off location occupancy sign may include occupancy data from multiple locations. Digital occupancy data may be dispersed to multiple providers. The vendor may suggest or include a customer-facing mobile phone friendly app for real time occupancy.

The vendor shall install, configure, test, and ensure proper working functionality of all hardware and software components required to achieve full system operational functionality. The solution shall be capable of either processing mobile payments directly and/or seamlessly integrating with the City's existing parking payment and enforcement platforms. The entire system shall achieve an overall license plate read accuracy of 98% or greater. The system shall have the ability to integrate with the City's existing parking management systems.

The primary vendor is responsible for conducting pre-bid site assessments of all locations and providing rudimentary system design drawings and implementation plans outlining equipment placement, network connectivity, and system integration within the existing City parking ecosphere. The City may verify existing equipment functionality upon request.

C. Camera LPR Solution

When camera-based systems are deployed, they shall provide fixed-automated and hand-held license plate number capture technology that will be installed at designated entrances and exits, deck levels, ramps, and/or drive aisles of City owned/operated parking facilities. Cameras shall be capable of providing occupancy counts. The camera system's features shall include:

1. Detect vehicle directional movement
2. Ignore non license plate letters and numbers
3. Differentiate vehicles from non-vehicles

4. Operate in varying lighting and weather conditions with a high accuracy of 98% or greater
5. Capable of integrating with existing Tiba PARCS to operate in a gated and hybrid mode that can activate gates, verify payments, access credentials, and validations.
6. Integrate directly with the City's citation issuance system (IPS).
7. Include GPS and meta data tagging for all plate reads and enforcement actions.
8. High-resolution (minimum 1080p) cameras designed for license plate capture at varying speeds and lighting/weather conditions.
9. Infrared or LED illumination for nighttime and low-light operation.
10. Weatherproof and vandal-resistant housing rate IP66 or higher.
11. Cameras capable of capturing front and rear license plates.
12. Mounting hardware, power supplies, cabling, and network connectivity equipment for fixed camera positions (fixed camera solution only).

D. Parking Sensor Solution

When sensors are deployed, they shall be capable of collecting and digitally transmitting occupancy and use data to the web and other connected devices and hardware.

1. The detection technologies can be magnetic, ultrasonic, Infrared (IR), or any dual-technology (combo).
2. Capable of detecting false positives (e.g., distinguishing a car from a truck passing nearby)
3. Minimal 10-year battery life.
4. Have a service up time at 99%
5. Connectivity options may be LoRaWAN, NB-IoT, Sigfox, LTE, Bluetooth.
6. Capable of environmental protection standards meeting or exceeding IP67/IP68 (fully waterproof and sealed).
7. Operate in a temperature range from -22F to 185F
8. Capable of in-ground, surface, or overhead mounting (for camera/sensor systems).
9. Rapid deployment and installation of replacement units.

E. Occupancy Signage

Signage shall be internally lit LED or similar that is double faced. Facility signs shall be mounted directly to the garage with a minimum of a one-foot standoff from the building exterior. Off-site occupancy signs may be pole or monument mounted designs. Anticipate off-site occupancy signs to have limited access to electrical utilities. The vendor shall be responsible for civil work, installation, and permitting.

1. The suggested on-site sign size is requested at 3'X3' with vendor proposed alternatives allowable and approved with written City consent.
2. The cabinet construction shall be at least 0.090" powder coated aluminum welded frame.
3. The sign face material shall be at least 3/16" to 1/4" translucent acrylic or polycarbonate. Alternative materials may be considered.
4. Structural design shall meet the National Electric Code, International Building Code and City Code with load ratings up to 110 MPH or higher. Additionally, the sign shall be at least IP65+ weather resistant with drainage capability.

F. Credentialed Parker Access and Management

The system shall be capable of integrating with existing frequent parker provider or be capable of processing and controlling the activation and deactivation of accounts. These users are long-term parking consumers such as local business employees and condominium/apartment residents connected to the garage or near the garages. These users park in both reserved and unreserved spaces in nested areas or in open occupancy spaces. Using the existing provider is preferred unless the vendor can clearly demonstrate existing provider cannot meet the requirements of this RFP. Any proposed alternate systems shall include these minimum features:

1. Provide a customer-facing portal to process parking access requests and purchase long-term parking by location and by price structure.
2. Be capable of creating and managing maximum limits of credentialed access, waitlists, and charging rates for access and usage above the maximum access allowed at a location.
3. Account based to capture user information and vehicle plate numbers by type and rate structure.
4. Control variable garage access time by date, time span, and garage level.
5. Capable of generating invoices and accounts receivables management with aging reports.
6. Capable of adding late fees to accounts based on aging time.
7. Collect and process one-time or recurring digital payments. Capable of collecting, recording, and managing physical payments and ACH payments.
8. Allow flexible payment grace periods and credential deactivation settings.
9. Capable of limiting total access credentials per account per location or rate structure.
10. Demonstrated capability to work in gated, gateless, or hybrid operating mode.

G. Visitor and Guest Parking

The system shall be capable of integrating with current service providers or be capable of providing the functionality to manage and control the access of short-term users that may include hotel guests, special events and invitees, preferred customers and business associates, valet, and non-self-parkers. Any proposed alternate systems shall include these minimum features:

1. Manage the credential and access of overnight hotel guests. The process may be digital or hang tagged based. If hang tags are used, RFID equipped or LPR readable visual codes are preferred.
2. Capable of enforcing hotel guests and other guests that park outside their restricted zones inside the garage.
3. Capture and allow valet usage either digitally or manually. The valet operations may park vehicles in reserved spaces, nested areas, or in open occupancy.
4. Provide validations either digitally or manually that can provide payment options at reduced rate parking or free parking with the ability to invoice the cost of providing the reduced or free parking back to the requestor.
5. Capable of pre- and post- validating special users groups to void processing payments after guest initiates paid parking session.
6. Capable of capturing special user guest vehicle plate numbers prior to entering the garage.
7. Capable of providing and controlling user codes to special guests individually or by group via text, email, or QR codes before a parking event with a failsafe option of allowing special guest access and preferred parking after arrival.
8. Demonstrated capability to work in gated, gateless, or hybrid operating mode.

H. Digital Transient Payments

The system shall have the capability to integrate with current payment providers or be capable of digitally assessing, charging, processing, and settling daily transient parking rates. The time selection and rate display may be collected via App, eWallet, Web, SMS, IVR and Code or a mixture of all payment platforms. The City will not act as the Merchant of Record nor pay any direct transactional or bank fees. Using the existing mobile payment providers is preferred unless the vendor can clearly demonstrate existing providers cannot meet the technical requirements of this RFP. Any alternate solutions shall include the following functions:

1. Capable of charging transient parkers by hour, flat rate, special event rate, and maximum daily rates with the ability to toggle between rates on demand and schedule rates for future event dates.
2. Capable of allowing paid parking session extensions through push notifications.
3. Capable of processing pre-validation and post-validation requests prior to the final settlement of funds.
4. The system may provide features to purchase extended time parking based on user defined time periods.
5. Provide on demand, time of purchase transient parking payments. The system may offer parking reservations subject to blackout date and time.
6. Demonstrated capability to work in gated, gateless, or hybrid operating mode.
7. Capable of accepting in-lane e-Wallet transactions in gated mode.
8. Capable of producing physical signs that can accept to tap to pay and eWallet payments.
9. Capable of assessing and charging payments at the exit gate based on length of stay and plate number through account set-up or check out as a guest option.

I. Vehicle Immobilization

The City uses mechanical boots to collect unpaid parking fines from customers that have 90 day past due balances and/or more than three outstanding citations. The City prefers an automated self-releasing immobilization device that customers can self-remove and return to a specific location. Boot removal payments and prior citation amounts due to the City are accepted over the phone or mobile app. The current immobilization fee is \$50 per code. The City prefers to seek this service without equipment ownership or maintenance and service obligations. The City is willing to pay for return shipping costs to reduce service fees. Pass through transactional and/or banking related fees back to the City is prohibited. If the vendor's proposed collection fee is greater than the City's fee, additional charges to the City may be applicable. The revenues collected from associated past due and unpaid-parking tickets belong to the City. This solution does **not** require registered owner search services or mailing dunning notices.

J. Software Requirements

The system shall include a dashboard to monitor system wide parking activity and usage to generate ad hoc reports that are capable of exporting into CSV, XLS, and PDF formats. The system shall aggregate transactional data, garage ingress and egress by user type, occupancy by user type, parking violations, frequent and guest parking activity in graphical, tabular, and exportable format. Minimum requirements are:

1. Capable of remote monitoring, alerting, and reporting parking violations and occupancy counts/status by user type.
2. Automatically captures and records license plate images and associated metadata (date, time, location plate number, etc.) for every vehicle entering and exiting the facility.
3. Continuously capture and analyze license plates on parked vehicles that is capable of reading plate numbers at typical garage turning radii and angles.

4. Match and report captured plates against active permits, mobile payments, and validations to verify valid payment and access permission rights in real time.
5. Recognize and correct mismatched plate numbers.
6. Capable of manual correction of misread plate numbers.
7. Report revenues and receivables in real-time by location, time, device, and source.
8. Transaction reports showing date and time entering and exiting the facility that also includes the length of stay, revenue transaction amount by source for transient parkers, applied validations, monthly parker identification, hotel parkers, and valet parkers.
9. Facility usage reports that show parker duration, entry, exits, and occupancy counts.
10. Generate push notifications to direct staff enforcement action on suspected violations by location and deck level or if the garage is full.
11. Generate defined “hit list” and push to enforcement platform to patrol for only those vehicles that did not pay or overstayed posted time limits.
12. Support connection to cloud and third-party databases for real-time processing and storage.
13. Integration with third-party systems (e.g. payment vendors, citation systems, real-time occupancy providers, permits, validations) shall be through secure API or web services using industry-standard protocols.
14. Camera License Plate Recognition shall achieve 98% or better overall read accuracy under typical conditions.
15. Provide a secure web-based interface for system monitoring, alerting, plate search, reporting, and facility use analytics.
16. Provide data management features:
 - a) Configurable Retention Schedules
 - b) Access Logging and Audit Trail
 - c) Historical search and reporting
 - d) Configurable alerts for unpaid or flagged plates
 - e) Role-Based User Permissions
 - f) Real-time monitoring and analytics
 - g) Allow/Deny capability or watch list
 - h) Dashboards for occupancy, revenue, and compliance stats
 - i) Customizable business rules (i.e. grace periods, etc.)
 - j) Export Capability to Standard Formats (CSV, XML, JSON, DOCX)

Training, Support, and Maintenance

Training:

1. Provide comprehensive training for City and parking contractor’s staff in system operation, reporting, and maintenance.
2. Provide documentation on system use and maintenance through system manuals, training materials, configuration records, and as-built drawings.
3. Offer technical support (both remote and onsite) during warranty period and afterwards in live application.
4. Include Service Level Agreements (SLA’s) defining response times, resolution timelines, and uptime requirements
5. Offer preventative maintenance schedules and software update plans.

Technical support:

1. All additional hardware shall be owned by the vendor.
2. Vendor shall be responsible for the installation and on-going maintenance of any additional hardware required for this RFP.
3. Software shall include a minimum of one-year maintenance and support from the date the project is determined by the city to be fully and properly installed and functioning.
4. Maintain a helpdesk/customer support line for City and its contractors.

Performance Requirements, Service Level Agreements (SLAs), and Liquid Damages

1. Minimum LPR accuracy: 95% or greater
2. System availability: 99.5% monthly uptime
3. Plate recognition and session creation: 2 seconds
4. Payment status updates: 5 seconds
5. Scalable to peak convention event volumes

Severity	Description	Response Time	Resolution Target	LD Amount
Critical	System unavailable	1 hour	hours	\$ 1,000.00
High	Major impairment	2 hours	8 hours	\$ 500.00
Medium	Non-critical issue	1 business day	3 business days	\$ 200.00
Low	Informational	2 business days	As scheduled	\$ 25.00

Critical Incidents:

1. Revenue-impacting – payment processing failure
2. Security breach or data loss
3. Production system fully down – complete system outage
4. Regulatory/compliance exposure – unable to enforce business rules

High Incidents:

1. Significant degradation affecting many users
2. Hardware Failure
3. High risk of escalation
4. Important features are broken
5. API latency extremely high
6. Integration API failure with key third-party system

Medium Incidents:

1. Limited user impact – module malfunction
2. Minor operational disruption – intermittent API errors
3. No revenue loss

Low Incidents:

1. No operational impact
2. Documentation clarification
3. Typo in UI
4. Minor formatting issue

Failure to meet SLAs may result in liquidated damage assessments that are applied as service credits on

subsequent invoices. Exceptions to liquidated damage shall be assessed if the failure to meet an SLA results from:

1. Force Majeure events
2. Scheduled maintenance within agreed windows
3. Client-provided system or network failures
4. Any other cause outside the Service Provider's reasonable control

Pricing Structure

Vendors shall provide itemized pricing separately for each garage. The vendor shall respond and record a price value on each of the items listed below. A price of \$0 indicates no cost to the City. A value of N/A indicates the vendor will not supply or offer the item.

Cost Item	Skyline	Conv Cntr	River Place	Surface Lots	2 nd St Deck	Mkt St Deck
<i>Project Priority Ranking</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
Facility occupancy signage						
Off-site occupancy signage						
Annual licenses or subscriptions						
Hardware, electrical, signage, and network installation						
System configuration						
Training						
Ongoing maintenance and support						
Extended software warranties						
Service Fees (if applicable)						
Vehicle Immobilization						
Total system cost per location						

Project Payments and Milestone Completion

The City will process vendor payments based on milestone and testing completions by each project and/or location. Payments will be disbursed upon mutual agreement between both parties that milestone is completed. The table below summarizes milestone and payment percentages.

Milestone	Type	Description	Pay %
Project Kickoff & Planning Approval	Administrative	Approved project plan, schedule, and scope baseline	5%
Infrastructure Installation Complete	Implementation	Network, hardware, cabling installed	25%
System Configuration & Integration	Implementation	Systems configured and integrated with third-parties	10%
Field Testing Complete	Validation	On-site operational testing under real-world conditions	10%
User Acceptance Testing Sign-off	Acceptance	City validates functionality and project acceptance	45%
Final Documentation & Project Closeout	Closeout	As-built docs, training, warranties	5%

User Acceptance Test will commence when the following project conditions are met:

1. Installation and system configuration are complete
2. Field Testing has been successfully completed
3. All Critical and High-severity deficiencies identified during prior testing have been corrected
4. The system is deployed in a production-equivalent environment

User Acceptance Testing will continue until the following criteria are met and verified by the City.

1. Continuous operation for a minimum of thirty (30) consecutive days
2. Operational availability of not less than 99 percent uptime, excluding City requested or caused interruptions
3. No Critical deficiencies during the continuous operations period
4. No High-severity deficiencies that materially impact mission performance

If a Critical or High deficiency occurs during the continuous operations period, the period shall restart following corrective action and City verification. Critical deficiencies occur when the system is unusable, mission failure, data loss, or security compromise. High severity deficiencies are major functional failure significantly affecting operations. The User Acceptance Test will be considered verified and completed when the following are observed and measured by the City:

1. All Critical and High deficiencies are resolved
2. All UAT test cases identified as mandatory have successfully passed
3. Continuous operations requirement is satisfied
4. Required documentation and deliverables have been submitted
5. The City issues written Notice of Acceptance to vendor

Functional Facility Summary

	Skyline	WCC	R/P	Lots	2nd	Market
Spaces	1,022	578	406	141	393	566
Public Spaces	1,022	264	169	141	393	566
Levels	6	4	6	1	5	5
Bays	4	3	2		2	2
Entry/Exit	2	1	1	3	1	2
Transient	12k	48k	46k	74k	68k	151k
Events	Yes - M	Yes - H	No	No	Yes - L	Yes - L
Frequent Parkers	78	68 315 Hotel	86 238 Res	119	455	568
Valet	No	Yes	Yes	No	No	No
Validations	Yes - L	Yes - H	Yes - H	No	Yes - L	Yes - L
PARCS	No	Yes	Yes	No	Yes	Yes
Mobile Pay	TEZ	No	No	TEZ/PbP	No	No

(High, Medium, & Low)

PROPOSAL

Signature: _____ Date: _____

By Signing above, I Certify that I have carefully read and fully understood the information contained in this RFP, that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted, and that I have the authority to sign the Proposal on behalf of my organization.

BY _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents in the event of contract award:

1. Please indicate the type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If the business is a corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of the corporation (generally President and Secretary).

The firm is incorporated in what state?

If the firm is a foreign corporation, does the firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If the business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is the state of registration? _____

If the business is a foreign limited partnership, does the business have a certificate of authority from the North Carolina Secretary of State?

4. If the business is a Proprietorship, please answer the following:

Name of owner: _____

5. If the business is a limited liability company, please answer the following:

List the names and titles of managers or member managers who will execute the contract on behalf of the company. _____

What is the state of the organization? _____

If the business is a foreign limited liability company, does the business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all Vendors:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____.

Acknowledgement of Addendums

The undersigned acknowledges receipt of any Addendums issued to this Project by recording the Addendum number and date are acknowledged below:

Addendum #1: _____ Dated: _____

Addendum #2: _____ Dated: _____

Addendum #3: _____ Dated: _____

ACKNOWLEDGEMENT OF DOCUMENTS

City of Wilmington – RFP-

The undersigned Vendor acknowledges that the following required documents are a part of this RFP Submission Sheet and are attached hereto:

1. Affidavit of Non-Collusion
2. E-Verify
3. Acknowledge Introduction/ Intent/Purpose
4. Adherent to Timeline Responsive Requirement
5. Proposed time frame from beginning to end
6. City of Wilmington Vendor Application Packet (if necessary)

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Federal Tax ID # _____

E-mail: _____

License# (if applicable) _____

I agree to the terms, conditions, and expectations as outlined in the Project Description of this Request for Proposal.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

The City reserves the right to re-advertise and reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory. The City of Wilmington has no obligation to award a contract for services as a result of this RFP.

SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into on the date executed by all parties by and between the City of Wilmington, a North Carolina municipal corporation, hereinafter the "CITY," and XXXXXXXX, hereinafter referred to as the "CONTRACTOR." and collectively referred to as the parties.

WITNESSETH:1. Purpose of Agreement

The CITY hereby agrees to purchase the materials and/or services listed below from the CONTRACTOR and CONTRACTOR agrees to provide all the tools, materials, equipment, and/or supplies required to provide Services hereunder to CITY, as ordered in accordance with the provisions of this Agreement.

2. Contract Documents

This Services Agreement consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this Agreement. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(1) Exhibit A- Proposal

3. Scope of Services

- a. CONTRACTOR hereby agrees to perform, in a manner satisfactory to the CITY, professional and timely services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit "A" shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control.
- b. The CONTRACTOR
- c. During the period of this Agreement, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and/or services not herein described, but that are commonly provided by high-quality professionals and vendors, and which may enhance the process and improve results.

4. Quantities and Prices

CONTRACTOR will provide the materials and services required by this Agreement in the amount of

XXXXXXXX 00/100 (\$XX,XXX.xx)

5. Contractor Submissions and Payment

- a. The CONTRACTOR shall submit invoices corresponding to each order to the City with sufficient details to enable a review and assure compliance with the terms and conditions of this Agreement.
- b. Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

6. Term of Contract

The term of this Agreement shall commence as of 2026 by all parties and continue until 2029, with an option to renew up to two (2) years on the same terms and conditions set forth in this Agreement. Either party may terminate the agreement by providing written notice to the other party at least sixty (60) days prior to the expiration of the current term. In the event that any work, service, object, or value, contemplated within the Scope of Work of the Agreement, was provided by the CONTRACTOR to the CITY and with the CITY's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that work, service, object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties.

7. City Obligations

CITY officials may conduct inspections during the installation process and of completed work to assure compliance with Agreement specifications.

8. Representative of the Parties

The undersigned listed below is the designated Official responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to conducting inspections, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing, and approving invoices, reporting, and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Rob Fries
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402-1810
Email: rob.fries@wilmingtonnc.gov

XXXXXX shall be the CONTRACTOR's representative for this Agreement. Any notice required to the CONTRACTOR under this Agreement shall be sufficient if mailed to the CONTRACTOR by certified mail as indicated below:

Name
Contractor
Address
Email

9. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials, and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep, and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

10. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

11. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

12. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

13. Suspension or Termination of Contract

- a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- b) The CITY shall also have the right to suspend this Agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY.

If, in the opinion of the CITY, the CONTRACTOR remains in violation of this Agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this Agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

- c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)
- d) The CITY and the CONTRACTOR shall have the right to terminate this Agreement without cause upon 30 days' notice to the other party.
- (e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

14. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

15. Contract Disputes

In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate Agreement disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is agreed upon by all parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the City shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the City paying a minimum of one-third of the compensation if the City is a party to the dispute.

16. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the Agreement of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(A) COMMERCIAL GENERAL LIABILITY

- 1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.
- 2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.
- 4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
- 5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.
- 6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(B) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- (1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
- (2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
- (3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(C) BUSINESS AUTO LIABILITY

- (1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
- (2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- (3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- (4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
- (5) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.
- (6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(D) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is insured under the policy.

(E) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.
- (2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(F) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(G) EVIDENCE OF INSURANCE

- (1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance

requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Agreement are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(H) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(I) CONDITIONS

(1) The insurance required for this Agreement must be on forms acceptable to The City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated, or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-0220 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, The City of Wilmington does not represent that coverage, and limits will necessarily be adequate to protect the CONTRACTOR, and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this Agreement.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

17. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this Agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the

CONTRACTOR from making information, reports, and documents available to those individuals or firms directly concerned with the project involved with the prior written agreement of the CITY.

18. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

19. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this Agreement without the written approval of the CITY.

20. Entire Agreement

This Agreement constitutes the entire understanding of the parties.

21. Binding Effect

This Agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

22. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

23. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Agreement.

24. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement of this Agreement be determined.

25. Immunity Not Waived

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this Agreement.

26. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

27. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Health and Human Services, the North Carolina Office of State Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with, and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

28. Amendments

This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

29. Non-Discrimination

CONTRACTOR will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Agreement based on race, creed, color, sex, age, disability, or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 14173 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

30. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

31. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

32. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Agreement or the CITY in any manner absent the written consent of the CITY. Notwithstanding the foregoing, the parties agree that the CONTRACTOR may list the CITY as a reference in response to requests for proposals and may identify the CITY as a customer in presentations to potential customers.

33. CITY Not Liable for Special or Consequential Damages

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect, or special damages or lost profits related to this Agreement.

34. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for the CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

35. Authority to Act

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant, and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

IN WITNESS WHEREOF, the CIT has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

BY:

Becky Hawke, City Manager

DATE: _____

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Gina Essey, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

This _____ day of _____, 2026.

Martha Wayne, Chief Financial Officer

Project String: N/A

Org./Obj: N/A

Amount of Contract: N/A

Requisition: N/A

Federal ID Number: 56-60002399

In witness whereof, the Party, intending to be legally bound, have caused their proper and duly authorized officer to execute and deliver this Agreement.

By: _____
President/Vice President/Secretary/
Treasurer/or Company Authorized Signatory