



**Request for Proposals RFP No. S1-1125**

**Title: Mobile Payment Solutions for Parking**

**Issue Date: October 23, 2025**

**Due Date: December 09, 2025, by 3:00 PM ET  
LATE PROPOSALS WILL NOT BE ACCEPTED**

**Issuing Department: City Manager**

**Direct all inquiries concerning this RFP to:**

**Christine Karem: [christine.karem@wilmingtonnc.gov](mailto:christine.karem@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

October 23, 2025

**RE: Request for Proposals – Mobile Payment Solutions for Parking  
RFP No. S1-1125**

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 Mobile Payment Solutions for Parking for on-street and off-street locations within 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](mailto:Robert.fries@wilmingtonnc.gov) no later than, December 02, 2025, by 5:00 PM. Answers to questions will be posted as addendums on the city website at [www.wilmingtonnc.gov](http://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.

The city promotes local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Proposer shall make a good-faith effort to identify and hire minority, socially, and/or economically disadvantaged (MBE/DBEs) subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

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

Sincerely,

***Christine R. Karem***

Sr. Contract Specialist – M/WBE Coordinator

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 \_\_\_\_\_, 2025.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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 mobile payment vendor to offer all-inclusive solutions for on-street and off-street locations capable of providing IVR, smart phone application, mobile web, QR codes, and text payments that are compatible with digital wallet formats (Pay Pal, Google Wallet, Apple Pay, etc.). The system must accept Visa, MasterCard, American Express and Discover credit and debit cards. The city intends to seek proposals to provide services for the next three (3) years, with the option to renew for two (2) additional years in twelve (12) month increments.

The City of Wilmington manages 1,000 plus on-street paid parking spaces that are date and time regulated. Additionally, there are two separate surface lots comprising of 113 spaces and 28 spaces. There is also a 1,000-space gateless entry garage. In 2024, there were 327 thousand mobile transactions at the curb and 30 thousand combined mobile transactions in the two lots. There were an additional 6 thousand mobile transactions in the garage. The lots and streets are metered with IPS single-space and multi-space machines and there are 300 plus mechanical POM meters placed in non-peak locations.

The City operates 4 gated garages that are controlled by Tiba PARCS in-lane devices and POF machines. These garages do not offer mobile payment options. However, the City is open to a mobile payment solution for the gated garages in addition to service at the curb and gateless off-street locations but is not required for this solicitation.

The preferred mobile payment system functions include:

- An easy-to-use customer-facing system that requires only license plate numbers, credit card information, and time selection without registration or multiple verification factors.
- Multiple payment technologies as one service.
- Offer an optional account-based system for frequent parkers.
- Digital alerts for expiring paid and/or time restricted parking sessions.
- Allow the option to purchase additional times past the maximum time allowed.
- Capable of proving layered pricing structures including tiered pricing, time-based pricing, maxed daily rates, overnight prices, flat rate special event pricing, and parking holidays.
- Process bifurcated parking rates to select users based on vehicle registration
- Allow the user to end a paid parking session and only charge for the time used.
- The application should include easily accessible parking history data that records the license plate number used for each transaction.
- Does not allow purchase during restricted parking periods and holidays.
- Validations coupon code for discounted or free parking.
- Does not require end user agreements or terms or conditions of use.
- Provide electronic QR code to include city P logo
- White label the payment solution to Park Wilmington

The Offeror shall provide toll-free live customer service telephone support 24/7/365 to assist customers on how to use service, take payment over the phone, and correct customer errors (i.e., wrong license plate number, location code, duration, etc.). Support service to provide technical assistance to City of Wilmington staff as needed.

## **Timeline for RFP Process**

<b>Process Description</b>	<b>Date Due</b>
RFP Advertised	October 23, 2025
Vendor RFP Questions	December 02, 2025, by 5:00 PM
City Responses to Vendor Questions	December 05, 2025, by 5:00 PM
RFP Submittals Due Date	December 09, 2025, 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 RFP certification documents, including the Affidavit of Non-Collusion. Submittals for this RFP must be enclosed in a sealed envelope, emailed, and titled: “RFP No. “Mobile payment solutions for parking”. The city must receive the RFP on or before 3:00 PM Tuesday, December 09, 2025, 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: Christine R. Karem, Sr. Contract Specialist

RFP received after the deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The City reserves the right to reject any or all RFP for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the statement of qualifications. The Proposer must respond to the entire RFP. Any RFP received by the city that is incomplete in its responses will be immediately disqualified.

## **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 should also include a list of all the similar work performed by your firm over the past three (3) years. 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.

### **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:

<b>Description</b>	<b>Point of Scale</b>
The firm's overall Mobile Payment Solutions for Parking	40 Points
Price of proposed services	20 Points
Responses from references	15 Points
Completeness and clarity of the proposal	15 Points
MBE/DBE	10 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**

### **Parking Revenues and Fees**

The Offeror understands that parking meter revenues net of fees collected through their service is the property of the City of Wilmington and must be reconciled through detailed reporting, and revenues remitted (via electronic transfer of funds) to the City's bank accounts. Reports and revenue for all transactions (settled and declined) must be available to view within twenty-four (24) hours of close of previous day.

The Offeror will assume the role of Merchant of Record, utilizing their own gateway and processor. Offeror will be responsible for all costs related to credit card processing.

The Offeror will charge customers a single convenience fee to recoup production and installation costs, credit card processing fees, enforcement integration, ongoing program development, and other costs. The total fee price must be clearly communicated to the customer at time of initial parking request and transaction. Changes to the convenience fee for the term of the contract require written approval from the City. No fees or charges will be assessed to the City of Wilmington.

### **System Specifics**

The Offeror will provide a System that will maintain compatibility with future releases of the mobile and desktop browsers. Upgrades to the System, if needed, will be provided within thirty (30) days of new and updated browsers and operating systems software releases at no additional charge to the City. The System shall be capable of recognizing different rates, days and hours of operation, maximum time-limits, special event rates for every paid parking block face. Specific System capabilities must include:

1. Ability to change parking rates, hours of operation and maximum time-limits in real time or within five (5) business days if the remote access feature is not offered.
2. Identify the location of a vehicle legally parked using identifying information such as, but not limited to, parking meter number, street, unique block face, etc. The data must be transmitted accurately depicting the geographic location of a user's vehicle location.
3. Create validation or coupon codes to discount parking fees through a web-based system for managing coupon or validation codes issued by the City, including activating, deactivating or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability to a coupon or validation code to absorb the cost of the per transaction fee (if any). The System must provide auditable tracking of validation or coupon codes.
4. Offer automated parking discounts based on vehicle residency and eligibility requirements.
5. Provide redundant/fail safe servers which ensure at least 99.9% uptime of all components of the system. The Offeror must demonstrate their ability to maintain System uptime 24/7/365 and provide their contingency plans regarding any downtime and immediately notify the City via email and/or phone in the event of any System outage.
6. Ability to interface with current City parking technology vendors IPS parking management system and Genetec enforcement as well as data aggregators and curb management solution providers.
7. Provide real-time transaction information (at a minimum License Plate, Start Time, End Time and Location) for enforcement purposes with application programming interface (API). The Offeror will perform API revisions and updates during the term of the contract at no charge to the City.

The Offeror must deliver their valid PCI-DSS Attestation of Compliance (AOC) annually to the City. Offeror must provide a description of the “In-Scope” Cardholder Data Environment and its connectivity to systems supporting the Mobile Payment Application such that the AOC provided can be easily associated with the environment required to be compliant. Please note that Certificates declaring PCI compliance provided by a QSA Security Offeror are not valid forms of proof for PCI Compliance and should not be included.

The Offeror must provide Credit Card Data Flow Diagrams associated with the Attestation of Compliance (AOC) submitted. Annual AOC submissions will only require diagrams if specifically requested.

## **Back-End Use/Reporting**

The Offeror is responsible for processing transactions and customer service issues related to the mobile payment process. The Offeror will provide secure access to the web-based reporting application to provide financial accountability, reporting, ad hoc querying, and revenue reconciliation. Data will be available 24/7/365.

The System must provide banking and accounting processing reports and reconciliations to ensure that funds are distributed appropriately and timely. Accessed data should never include the following cardholder data elements; Primary Account Number (PAN), Service Code, Expiration Date or Sensitive Authentication Data.

The System will provide fixed and ad hoc reports to the City that detail the following:

1. For the purpose of reporting, a transaction includes paid, discounted, and free parking sessions by date and time, amount, and settlement status.
2. All reports shall have the ability to be downloaded in the following file formats: pdf, excel, csv (comma separated value).
3. Individual customer transactions shall include but not be limited to requested start and stop date and time and actual start and stop date and time, total parking session duration, and a unique transaction identifier.
4. Time extension transactions should include but not be limited to extension duration, unique extension identifier, extension start and end dates and times, cost of extension based on pricing structure for the space/zone.
5. Reports to have the ability to filter transactions, revenue, and fees by zone, plate, block, street, location, and date and time.
6. Detailed transactional and revenue reports include:
  - a. The number of single use transactions, revenues, and fees processed by location, date and time range, street, block.
  - b. The total number of extensions, extension timeframe and parking revenue generated based on pricing structure.
  - c. The number of geographically depicted transactions and total parking revenues and presented in graphical format in charts and tables.

7. A revenue reconciliation report showing:
  - a. All settled credit card transactions by date and time.
  - b. All rejected or failed transactions showing the date of original transaction and date of transaction exception.
  - c. All chargebacks and refunds report including customer name, transaction date, transaction time, transaction amount, proof of transaction error, proof of error correction to customer, date and time of correction and unique transaction identifier
8. Accurate historical data on transactions as they occur on dates and times.

## 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 (Printed): \_\_\_\_\_

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:

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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?

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

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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-S1-1125***

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 shall have 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

W I T N E S S E T H:

1. Purpose of Contract

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

2. Contract Documents.

This Contract for Services consists of the following 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 in any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement.

- a. Exhibit "A" – XXXXXXXX, attached.

3. Scope of Services

- a. The CONTRACTOR's scope of service, as listed in Exhibit "A," XXXXXXXXXXXX
- b. 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.
- c. During the period of this contract, 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 professional vendors, and which may enhance the process and improve results.

4. Quantities and Price

CONTRACTOR will provide the services required by this Agreement at the following price:  
XXXXXXXXXXXXXXXXXXXXXXX.



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, 2025, by all parties and shall continue until, 2028, with an option to renew up to two (2) years on the same terms and conditions set forth in this Agreement.

7. Representatives of the Parties

The undersigned below is designated as the CITY's contract administrator for this Agreement. The contract administrator shall be responsible for monitoring the CONTRACTOR's performance, coordinating the CONTRACTOR's activities, approving all administrative requests by the CONTRACTOR, and approving all payments to the CONTRACTOR pursuant to this Agreement. Further, any notice required to the CITY under this Agreement shall be sufficient if mailed to the CITY by certified mail as indicated below:

Robert Fries, Parking Manager  
City of Wilmington  
P.O. Box 1810  
Wilmington, NC 28402  
Email: [robert.fries@wilmingtonnc.gov](mailto:robert.fries@wilmingtonnc.gov)

XXXXXXXXX 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  
Address  
Phone:  
Email:

8. Release of 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.

9. 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.

10. 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.

11. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract, 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.

12. Suspension or Termination of Agreement

- a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this Agreement, 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.

### 13. 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.

### 14. Contract Disputes

In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate contract 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.

### 15. 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 contract 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) 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.
- 6) 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.

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 The City of Wilmington is insured under the policy or not.

#### E. Miscellaneous Insurance Provisions

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

- a. 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.
- b. 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.

##### 2) 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.

##### 3) Evidence of Insurance

- a. 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.
- b. Evidence of additional insured status shall be noted on the certificate of insurance.
- c. 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.

##### 4) 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 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.

##### A. 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) 341-5864 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.

16. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract 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 prior written agreement of the CITY.

17. 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.

18. 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.

19. Entire Agreement

This Agreement constitutes the entire understanding of the parties.

20. Binding Effect

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

21. Continuing Obligation

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

22. 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.

## 23. 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.

## 24. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this Agreement and will:

- (a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises' participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general contractor on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.
- (f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this Agreement and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this Agreement. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the Agreement or other appropriate remedy.
- (g) A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.
- (h) A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

(i) The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this Agreement. The CONTRACTOR agrees by executing this Agreement that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

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 contract 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 waste 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 Resources, 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. Gen. Stat. §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 take affirmative action not to 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 contract because of 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 contract 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 contract, the CITY will immediately notify CONTRACTOR of such occurrence and this contract 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 contract 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. Gen. Stat. 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 must also 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 period of time for the CONTRACTOR to seek court-order 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 CITY 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: \_\_\_\_\_  
Authorized City Signature, Title

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Martha Wayne, Finance Director

Project String: \_\_\_\_\_

Org./Obj: \_\_\_\_\_ Project: \_\_\_\_\_

Amount of Contract: \$ \_\_\_\_\_

Requisition: # \_\_\_\_\_

Federal ID Number: #56-6000239