



PROJECT BID FORM - RFP-G2025-01	
PROJECT NAME:	Vehicle Towing Services
DESCRIPTION:	Seeking competitive sealed bids from qualified firms to provide all towing services requested by the City of Seneca.
DATE ISSUED:	03/03/2025
CONTACT:	Ryan Thomas: Assistant City Admin. 864.888.0881 rthomas@seneca.sc.us

PRE-BID MEETING:	This project does not require a pre-bid meeting.
PROPOSAL OPENING:	Monday, March 31, 2025 at 11:00 AM EST Hand Delivery: 221 E. North 1 st St, Seneca, SC 29678 Mail: PO Box 4773, Seneca, SC 29679 Reference: Vehicle Towing Services RFP Attention: Office of the City Administrator, ATTN: Ryan Thomas *Bids must be submitted in a sealed package with project name and opening date printed on the exterior. Late bids will not be accepted.

NAME OF AGENCY (Full legal name of business submitting the bid)	
AWARD & AMENDMENTS:	Award and Amendment information will be available at the physical address listed above, at www.seneca.sc.us or by contacting Ryan Thomas at 864.888.0881 or rthomas@seneca.sc.us .

ACKNOWLEDGMENT OF AMENDMENTS Agency acknowledges receipt of amendments by indicating amendment number and issue date.	Amendment Number	Amendment Issue date	Amendment Number	Amendment Issue date

Drug Free Workplace Certification: By submitting a Bid/Proposal, the Agency certifies that, if awarded a contract, the Agency will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.



You must submit a signed copy of pages 1-2 with your Bid/Proposal. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Bid open for a minimum of thirty (30) calendar days after the Opening Date. You agree that your bid can be made public under the **Freedom of Information Act, 5 U.S.C § 552**. The City of Seneca reserves the right to reject any and all bids, and to waive any informalities or irregularities.

NAME OF AGENCY (Full legal name of business submitting the bid)	AGENCY'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
PRINTED NAME (Printed name of person signing below)	
TITLE (Business title of person signing above)	

Instructions regarding Agency's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Agency above. A bid may be submitted by only one legal entity. The entity named as the Agency must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Agency is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.	STATE LICENSE NO.
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HOME OFFICE ADDRESS (Address of principal place of business):	PAYMENT ADDRESS (Address to which payments will be sent.)
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EMAIL:	PHONE:
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By signing below, the Agency certifies they are qualified and hold all licenses, permits and regulatory authority to perform the scope of work set forth in the bid/proposal documents. Upon request, proof of licenses, permits and regulatory authority must be provided to the owner prior to contract award.

AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding bid/proposal to enter contract on behalf of Agency named above.)	DATE:
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TOTAL BID:	\$
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*****Include pages 1 & 2 with your bid*****



INTRODUCTION

The City of Seneca (*herein, CITY OF SENECA/ Owner/City*) is seeking response to a Request for Proposal (RFP) from interested parties to provide Vehicle Towing Services (24-Hour Service) directly for and/or requested by the City of Seneca.

Proposals must be submitted on the form contained herein (pages 15-17 below), and must be accompanied by a completed Project Bid Form (pages 1 & 2 of this RFP). Proposals must be complete and in U.S. dollars. See instructions and conditions enclosed.

The City of Seneca reserves the right to reject any or all proposals, or any part thereof, negotiate changes in proposals, accept any proposals or any part thereof, waives minor informalities or defects in any proposal, and not to award a contract if it is in its best interest. The City of Seneca further reserves the right to consider matters such as, but not limited to: quality of service offered, delivery terms, budget requirements, location, and service reputation of the vendor, in determining the most advantageous Proposal.

The City of Seneca shall not be held responsible for Responder's lack of understanding of what is required by this solicitation. Should a Responder not understand any aspect of this request or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the Responder to seek guidance from the Owner's designated Project Representative.

No proposal will be considered unless the Responder is legally qualified, on the date of the proposal, under applicable provisions of South Carolina Licensing Law (South Carolina Code of Laws) as amended.

A Contract/Agreement for service resulting from this solicitation may be awarded to the successful Responder whose proposal conforming to this solicitation appears to be the most advantageous to the Owner. The City of Seneca anticipates awarding a contract for services within thirty (30) days from the date of the opening of proposal. However, no proposal may be withdrawn within ninety (90) days of the proposal opening date. Any prospective responder, contractor or subcontractor who is aggrieved in connection with the solicitation of this project may protest to the Owner within 5 days of the date of issuance of the Notice of Intent to Award.

This solicitation is not to be construed as a commitment of any kind nor does it commit the City of Seneca to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a valid Contract/Agreement.

RESPONDERS/BIDDERS TERMS AND CONDITIONS

- Bidder/Contractor imposed terms and conditions which conflict with the terms and conditions of this Request for Proposals are considered counteroffers and, as such, may result in the disqualification of the Responder's proposal.



- If a Responder attaches additional terms and conditions as part of the proposal, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the Terms and Conditions of this Request for Proposals and the terms and conditions of the Responder/Contractor; the Terms and Conditions of the Owner's Request for Proposals will prevail.

Please direct all questions concerning this Request for Proposal to:

Ryan Thomas
Assistant City Administrator
864.888.0881
Rthomas@seneca.sc.us

Questions must be submitted in writing prior to 4:00 P.M. E.S.T. Monday, March 17th, 2025. Questions submitted after that date and time will not be due a response. Answers to all questions will be compiled and issued in an addendum to this RFP.

SECTION I - GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

- 1.1 **Bid Proposal Document** includes Proposal requirements; instructions to Responders; supplementary instructions to Responders; proposal forms and any corresponding addenda; all specifications and other documents in this Request for Proposals (RFP).
- 1.2 **Owner/City/City of Seneca** shall mean and refer to the City of Seneca (*Authorized representative - Chief of City of Seneca*) with governing address: 221 East North First Street, Seneca, South Carolina 29678.
- 1.3 **Responder/Bidder/Vendor** are complementary in terms of duties, obligations, and responsibilities after the submission of a bid proposal through the evaluation process, contract execution, and delivery of the services.
- 1.4 **Wrecker Service/Contractor** means the person(s), firm(s), or corporations(s) selected by the City of Seneca to carry out all duties, obligations, work, and services described in the Request for Proposals and associated documentation.
- 1.5 **Contract/Agreement for Service** shall mean the written and signed documents issued to a contractor for services and formalize the acceptance of a bid proposal. All other terms, annexed conditions, schedules, appendices or other documents attached to or incorporated by reference therein.
- 1.6 **Service(s)** shall mean and include provisions by the selected proponent of all services, work, duties and expectations as described in the RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, fees, licenses, and all that is required to be completed and furnished by the contractor.
- 1.7 **Supply/Provide** shall mean to supply and pay for; and provide and pay for the equipment, goods, material, or other items to be provided by the contractor/vendor to the owner under the contract/agreement for service.



- 1.8 **Addendum** is a written or graphic instrument issued by the City of Seneca after the issuance of the bid proposal document which modifies or interprets the said document by additions, deletions, clarifications and/or corrections.
- 1.9 **Work** shall mean and include provisions by the contractor of all services, work, duties, and expectations as described in the RFP. Also, this means the whole of the work, tools, materials, labor, equipment, travel, fees, licenses, and all that is required to be completed and furnished by the contractor.
- 1.10 **Shall/Must/Will/Mandatory** means requirement(s) is to be fulfilled and/or met without the option to refrain from.

2.0 **GENERAL**

If a responder attaches additional terms and conditions as part of the proposal, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Request for Proposal and the terms and conditions of the responder /contractor, the terms and conditions of the Request for Proposal will prevail.

- 2.1 No commissioned or civilian member of the City of Seneca may hold any financial interest, of any form, in the Wrecker Service awarded a contract in response to this RFP.
- 2.2 All wreckers shall have appropriate safety equipment, fire extinguishers, warning devices, flashlights, and all other equipment necessary for the motoring public's protection and be equipped with amber flashing lights visible in all directions for distances of 500 feet in normal sunlight.
 - 2.2.1 Such equipment shall be maintained in good working order. The wrecker shall be of sufficient size and strength to handle all wrecker service requests made by the City of Seneca. The City of Seneca reserves the right not to call a wrecker service that, in its opinion, fails to meet qualifications for a specific job.
 - 2.2.2 All authorized amber flashing lights shall be activated, and wrecker operations shall wear reflective traffic safety vests while performing recovery operations or when circumstances are such that the vehicle(s) being transported create potentially hazardous conditions for other motorists.
- 2.3 The wrecker service must have a sign on the driver and front passenger doors of each wrecker indicating the company name, address, and telephone number. The sign shall be painted on the doors of the wreckers or otherwise permanently affixed to the doors. If the wrecker(s) are registered in a name other than that of the wrecker service, the owner's name shall also appear. All lettering shall be plainly visible and shall be in a color that contrasts to that of the wrecker(s).
- 2.4 The wrecker service shall have or have placed, no less than 15 days after a contract is fully executed under this RFP, a sign on the exterior of its business location clearly visible indicating the company name, telephone number, and business hours.

3.0 **INSURANCE REQUIREMENTS**

- 3.1 Insurance shall be in such form as will protect the Contractor(s) from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the signed contract whether such operation by the



Contractor or anyone directly or indirectly employed by the Contractor. The Contractor will be required to submit a Certificate of Insurance to be reviewed by the City's Finance Officer. The Contractor, at its expense, shall always maintain during the term of an Agreement, including any renewal, the following insurance policies:

- 3.2 GENERAL LIABILITY INSURANCE: This insurance to be in the comprehensive form, shall protect the Agency, and shall be written to include the City of Seneca, SC against any/all claims arising from injuries to the public, or damage to property of others arising out of any act or omission of the Contractor, its agents, employees or subcontractors.

An original certificate of insurance, indicating that the awarded Contractor has coverage in accordance with the requirements of this section, shall be furnished by the Contractor to the City within five (5) working days of such request and must be received and accepted by the City prior to contract execution and/or before any work begins.

The Contractor shall carry comprehensive general liability insurance with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person
	\$1,000,000.00 - Each Accident
Property Damage:	\$1,000,000.00 - Each Accident
	\$1,000,000.00 - Aggregate

The Agency shall carry comprehensive fleet liability policy with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person
	\$1,000,000.00 - Each Accident
Property Damage:	\$1,000,000.00 - Each Accident

- 3.3 WORKMAN'S COMPENSATION INSURANCE: The Contractor and all Subcontractors shall carry Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$100,000.00) covering all employees employed by the Contractor or City approved subcontractors while engaged under this Contract. A Certificate shall be provided to the City as proof of coverage.
- 3.4 The Contractor shall, at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to the City of Seneca certificates evidencing the foregoing insurance or renewal thereof, as the case may be.
- 3.5 This agreement shall not prohibit the Contractor from accepting pre-negotiated insurance company payments for towing and storage as long as no individual or business is billed.
- 3.6 The Contractor and any subcontractors shall be familiar with and comply with laws regulating solicitation from the highway. (Section 56-5-3180 of the South Carolina Code of Laws)
- 3.7 The Contractor and any subcontractors must maintain a valid City of Seneca Business License.
- 3.8 The City of Seneca reserves the right to terminate the Contract at any time without malice.



4.0 INDEMNITY

The Contractor shall agree to indemnify, defend and hold harmless the City of Seneca and its trustees, officers, agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses, including attorneys' fees (collectively, "Claims"), brought against or incurred by CITY OF SENECA and/or the City of Seneca, including any brought by Contractor's employees, for injuries to any persons and/or damage to, theft, misappropriation or loss of property.

- 4.1 Indemnified Claims are those that arise in any way from Contractor's acts or omissions, its breach of the Contract Agreement or its failure to comply with State, Local or Federal laws or regulations.
- 4.2 For any Claims discussed in this Section, if any proceeding is filed against the City of Seneca, the Contractor shall agree to defend the City of Seneca at Contractor's sole expense and by legal counsel satisfactory to the City of Seneca, if so requested.

5.0 CATASTROPHE

Neither the City of Seneca nor the Contractor shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of either party or for real or personal property destroyed or damaged due to such cause.

SECTION II - SCOPE OF SERVICES

1.0 INVITATION

The City of Seneca is accepting Cost Proposals for Towing Services for the City of Seneca. The Contract/Agreement with a qualified firm will be to provide citywide vehicle towing and wrecker services in accordance with the terms, conditions, and specifications contained in the Request for Proposal.

- 1.1 Each wrecker owned by the wrecker service shall be equipped with a towing log. The towing log shall be maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service contractor at the request of the City of Seneca. The towing log format shall be approved by the City of Seneca or his/her designated representative. Upon request by the City of Seneca or his/her designee, the wrecker service owner shall be responsible for submitting the towing log; also, upon request, the wrecker service owner shall submit all relevant financial records to the City for audit.
- 1.2 Wrecker operators shall display professional behavior when conducting business per authorization of the City of Seneca; ultimately, determination(s) of questionable behavior will be arbitrated by the Chief of the Seneca Police Department.
- 1.3 The wrecker service shall have its principal place of business within either the City limits of the City of Seneca or within a three (3) mile radius of the City of Seneca limits.



- 1.4 The wrecker shall be housed at the business location during normal business hours. Normal business hours as defined by this RFP are 8:30 AM to 5:00 PM, Monday through Friday, with additional hours designated and posted by the company.
- 1.5 All requests for towing services during normal business hours or during after-hours shall be met. Wreckers shall respond only at the request of the City of Seneca.
 - 1.5.1 For notification, normal business hours and telephone numbers shall be posted; for after-hour notification, the owner shall provide no less than two (2) telephone numbers to contact the wrecker service/operator.
 - 1.5.2 All vehicles requested for towing must be towed to the same business location where the wrecker is housed during normal business hours; unless the vehicle owner, vehicle operator, or City representative request the vehicle be towed to another location.
 - 1.5.3 Storage lots are not considered as a separate business. Also, to accommodate the retrieval of the towed vehicle by the owner, the location of the storage lots must be no further than 10 miles from the principal business location (as specified in Sec. 2-1.3). All storage lot locations must be approved by the Chief for the Seneca Police Department, or the City of Seneca Public Works Director prior to being used for City-related towing/storage.
- 1.6 The wrecker service or driver shall not refuse a call without prior notification and approval of unavailability or without just cause. The 'Notice of Unavailability' shall be submitted to the Seneca Police Department Chief or the City of Seneca Public Works Director.
 - 1.6.1 In the event of an approved 'Notice of Unavailability', it shall become the responsibility of the wrecker service to provide a back-up service meeting all requirements stated herein.
 - 1.6.2 The 'back-up' wrecker service shall have a wrecker of sufficient size and strength to handle the job; the City of Seneca reserves the right to refuse service if in its opinion the back-up wrecker fails to meet the qualifications for a specific job.
- 1.7 The wrecker service may secure assistance from another independent towing service provider when necessary to complete the recovery; however, this does not supersede paragraph 1.5 of this Section, nor does it permit the wrecker service to dispatch calls to a secondary wrecker service. Only one bill for the work performed shall be submitted to the vehicle owner or operator.

2.0 **WRECKER SERVICE**

The wrecker service shall respond to requests for illegal parking, vehicle collisions (*when there is no owner's request*), stranded motorists (*when there is no owner's request*), and all other vehicle tows when requested by an authorized representative from the City of Seneca.

- 2.1 It is permissible for the wrecker service to respond with a wrecker of a higher class than required for the job. However, the wrecker service is limited to the rates for the classification of wrecker required to complete the requested job.
- 2.2 The wrecker service will be required to respond and handle vehicle tows during special events hosted by or impacting the City of Seneca.



- 2.3 The wrecker service shall be responsible for securing personal property in a vehicle at an accident scene. The wrecker service shall be responsible for preserving the personal property in a vehicle towed from an accident scene.
- 2.4 When responding to a vehicle collision, the wrecker operator shall have all the required appurtenances to sweep/clean glass and other wreckage debris from the roadway prior to leaving the scene.
 - 2.4.1 The roadway shall be clean and deemed acceptable by the City of Seneca personnel on the scene.
 - 2.4.2 It shall be the wrecker service operator's responsibility, at all collision scenes, to ensure proper/acceptable cleanup of wreckage debris within the roadway.

3.0 AVAILABILITY REQUIRED

The wrecker service shall have the ability and availability to respond to requests by the City of Seneca twenty-four hours per day, every day.

- 3.1 The wrecker service shall be available for the immediate release of personal property. An agent of the wrecker service shall be present during business hours and at the request of the owner of the towed vehicle, or his/her designee, to release personal items such as medicines, medical equipment, keys, clothing, tools of the trade, child restraints, and perishable items.
- 3.2 The wrecker service shall be available for the release of the towed vehicle, from storage to the owner or the owner's designee on a reasonable after-hours basis, including weekends.
 - 3.2.1 In the event of a dispute between the wrecker service and the vehicle owner or owner's designee regarding any storage fees or charges, the vehicle owner or owner's designee shall be required to provide written notification of the dispute to the wrecker service.
 - 3.2.2 If the dispute is settled in favor of the wrecker service, the towed vehicle owner shall be deemed liable for all charges accrued pending the resolution.
 - 3.2.3 The wrecker service shall cease accruing storage fees from the time the wrecker service receives written notification of the dispute until the dispute is settled.
 - 3.2.4 Upon release of the vehicle, the wrecker service shall provide an itemized statement of all charges. If the vehicle owner is not available to sign a release, the wrecker service shall release it to the owner's insurer or to the owner's designee.

4.0 VEHICLE STORAGE

Towed vehicles shall be stored in a safe area and in a manner that will prohibit further damage and ensure protection of personal property.

- 4.1 The storage facility/area may include a locked building or secured fenced-in area where the vehicles and other property will not be accessible to the public.
 - 4.1.1 Outside storage facilities should have sufficient lighting, fenced and locked for the protection of vehicles and vehicle contents.
 - 4.1.2 Storage facility fencing shall be a minimum height of six (6) feet and constructed to discourage theft of the vehicle and/or personal property.
 - 4.1.3 Inside storage, covers, tarpaulins, or other devices shall be made available for the protection of vehicles and property items, as needed.



5.0 **FEE**

At the discretion of the wrecker service, he/she may charge a daily storage fee, commencing twelve (12) hours after the vehicle is towed to the storage area; and terminate when the vehicle owner or designee comes to retrieve the vehicle and offer to pay the wrecker service's valid accrued fees.

6.0 **PAYMENT**

The wrecker service shall be equipped to accept payment by major credit card; and for convenience, the wrecker service, prior to being dispatched, may request payment information if the motorist intends to pay with a major credit card.

SECTION III - GENERAL PROVISIONS

1.0 The City of Seneca reserves the right to reject any and all bids and to cancel the solicitation.

2.0 **PAYMENT TERMS:** Unit prices will govern over extended prices unless otherwise stated in the bid invitation. Payment terms for goods and services received by the City of Seneca shall be processed in accordance with the City's purchasing procedures, state and federal law.

3.0 **QUALIFICATION:** The responder must, upon request, furnish satisfactory evidence of its ability to furnish services or products in accordance with the terms and conditions of these specifications. The City of Seneca reserves the right to make the final determination as to the responder's ability to provide the services requested herein.

4.0 **RESPONSIBILITY:** Each responder shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution and conditions of this solicitation. The failure or omission of a responder to acquaint themselves with terms and conditions shall in no way relieve him/her of any obligation with respect to this solicitation or to the contract.

5.0 **AMENDMENT:**

5.1 Verbal comments or discussions by the City of Seneca relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written amendment available to all potential responders.

5.2 If it becomes necessary to revise any part of the RFP, an amendment will be made accessible to potential responders.

6.0 **RIGHT OF NONE/COMMITMENT OR REJECTION:** This solicitation does not commit the City of Seneca to award a contract, to pay any costs incurred in the preparation of a bid proposal, to procure, or contract for the articles of goods or services. The City of Seneca reserves the right to accept or reject any or all bid proposals received as a result of this request, or to cancel this proposal in part or in its entirety if it is in the best interest of the City of Seneca to do so.

7.0 **INTENT TO PERFORM:** This solicitation is intended to promote competition. It shall be the responder's responsibility to advise the City of Seneca if any language, specifications, terms and conditions, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City of Seneca within seven (7) days of the date of issue. A review of such notifications will be made.



- 8.0 INSPECTION AND REPORTS: The City of Seneca may inspect all of the Vendor's facilities and activities under the contract. The Contractor shall make progress reports and other reports in the manner and at the times City of Seneca may require.
- 9.0 CLAIMS: Any claim by the contractor for additional compensation or equitable adjustment arising under a contract resulting from this solicitation which is not disposed of by mutual agreement must be made by the contractor in accordance with the time limits and procedures which by this reference are hereby incorporated herein.
- 10.0 CANCELLATION/TERMINATION:
Solely for the convenience of the City of Seneca, it may cancel the contract resulting from this solicitation in whole or in part, at any time with a thirty (30) day written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions for services performed; and the City of Seneca shall authorize payment only for work specifically identified. However, in no event shall the City of Seneca be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits.
- 11.0 NO ASSIGNMENT OR DELEGATION: The contractor may not assign, subcontract or delegate this work, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of the City of Seneca. No such approval shall relieve the Contractor from any of its obligations or liabilities under the contract resulting from this solicitation.
- 12.0 INDEPENDENT CONTRACTOR: The contractor's relationship to the City of Seneca in performing the contract resulting from this solicitation is that of an independent contractor and nothing therein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action.
- 13.0 INDEMNIFICATION: The contractor shall indemnify, save harmless and defend the City of Seneca, City of Seneca, its officers, agents and representatives from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, product defect, negligent or wrongful acts of the contractor, its subcontractors or anyone directly or indirectly employed by them in the performance of the contract, provided that contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the City of Seneca.
- 14.0 CONFLICT OF INTEREST: Contractor shall act to prevent any actions or conditions which could result in a conflict with the City's best interests. This obligation shall apply to the activities of the wrecker service contractor's employees and agents in their relationships with City's representatives, employees, their families, other on-site contractors, subcontractors and third parties accomplishing.
- 15.0 PUBLICITY: The wrecker service contractor shall not release any information for publication or advertising purposes relative to proposed rendering of services under the contract without the prior written consent of the City.
- 16.0 CONTRACT/ AGREEMENT: The contract agreement resulting from this solicitation shall represent the entire and integrated agreement between the CITY OF SENECA and the Wrecker Service Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract/ Agreement for Services may be amended only by a written instrument signed by both the CITY OF SENECA and the Contractor.



- 17.0 **INVALID PROVISION:** The invalidity or unenforceability of any provision of the contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.
- 18.0 **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall agree that in the performance of the contract it will comply with the requirements of all applicable Federal, State, and local statutes, regulations and orders and will indemnify and save the CITY OF SENECA harmless from any claim, loss or damage arising from Contractor's violation or alleged violation of them

SECTION IV - INSTRUCTIONS TO RESPONDERS

- 1.0 **SUBMITTAL:** Each responder shall submit one (1) physical copy of their proposal. All mailed or hand-delivered proposal envelopes must be sealed. Digital proposals will not be accepted. It is suggested the responder submitting by mail should consider a sufficient delivery period to ensure timely receipt of their bid proposal. Under no circumstances shall proposals be accepted after the specified deadline. The City will not be responsible for late deliveries or delayed mail. It is the Agency's sole responsibility to ensure that submittals are complete and delivered prior to the stated deadline. Oral offers or offers by facsimile or email are not acceptable.



*CERTIFICATION REGARDING DEBARMENT & OTHER
RESPONSIBILITY MATTERS*

**Signed Copy of this sheet must be included in the
bid/proposal package.**

By submitting a Proposal, the responder/bidder certifies, to the best of his/her knowledge and belief, that -

I. The Bidder and/or any of its principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

(B) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.

II. Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, State, or Local) entity.

(A) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; business manager; head of a subsidiary, division, or business segment, and similar positions).

(B) Bidder will provide immediate written notice to the City of Seneca if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.

(C) If the bidder is unable to certify the representations stated in paragraphs



(I), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidders responsibility. Failure of the Bidder to furnish additional information as requested by the CITY OF SENECA may render the Bidder non-responsible.

(D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the City of Seneca; CITY OF SENECA may terminate the contract resulting from this solicitation for default.

Authorized Signature

Date

**BID SUBMISSION FORM
CITY OF SENECA
VEHICLE TOWING SERVICE
RFP 2025-2027 CITY OF SENECA**

No bid proposal will be considered unless the responder is legally qualified, on the date of the proposal, under the provisions of the applicable South Carolina Licensing Law (South Carolina Code of Laws as amended).

Bid Proposal Form shall include all associated cost for labor, materials as required, equipment, system, fees, license, overhead, profit, insurance, and all applicable appurtenances.

Base Proposal Price Schedule:

1. The Responder declares that he understands that the proposal is subject to adjustment by either increase or decrease and that should any of the items of the work be increased or, decreased, he understands that payment will be made on actual work, and will make no claim for anticipated profits for any decrease in the services, at which time any direct increase or decrease adjustment will be made to the contract amount.
2. By submission of this proposal, the responder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal, with any other responder or with any competitor.
3. All prices quoted must comply with specifications.
4. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
5. Specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict arises between the specifications, and/or addenda, the problem shall be referred to the City of Seneca as soon as possible for resolution.

Copy availability of the Bid Document on the above terms is solely for the purpose of obtaining proposal/quotes and does not confer a license or grant permission for any other use of the Proposal Request Document.

(Price must include all attachments as listed in specifications; and any associated warranty cost.)

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT EMAIL

City of Seneca (CITY OF SENECA) reserves the right to reject any or all proposals and to waive any irregularities as deemed fit and in its best interest.

WRECKER SERVICE QUOTE FORM

Company Name: _____

Address: _____

City: _____ State: ____ Zip Code: _____

Telephone: _____

Company Owner: _____

ITEM DESCRIPTION	QUOTE
Towing/Recovery by a class A wrecker: To include all services and equipment necessary to recover and tow the vehicle to the wrecker service's principal storage location or to a vehicle owner's requested destination within the City Limits with the exceptions of complications.	
Complications: To be applied when the vehicle is overturned, stuck in sand or mud, or in the water, requiring more than one hook up and additional wrecker staff or equipment.	
Outside City Limits: Quote per mile for a tow outside the City Limits of Seneca with the exception being those vehicles towed to the Seneca Police impound lot.	
Towing/Recovery by a class B wrecker: To include all services and equipment necessary to recover and tow the vehicle to the wrecker service's principal storage location or to a vehicle owner's requested destination within the City Limits with the exception of complications.	
Complications: To be applied when the vehicle is overturned, stuck in sand or mud, or in the water, requiring more than one hook-up and additional wrecker staff or equipment	
Outside City Limits: Quote per mile for tow outside the City Limits of Seneca with the exception being those vehicles towed to the Seneca Police impound lot.	

Please review Appendix D – Wrecker Classification for further details on requirements by class.

BID WILL NOT BE ACCEPTED IF QUOTES ARE NOT COMPLETELY FILLED IN

WRECKER SERVICE QUOTE FORM (CONT.)

Item Description	QUOTE
Towing/Recovery by a class C wrecker: To include all services and equipment necessary to recover and tow the vehicle to the wrecker service's principal storage location or to a vehicle owner's requested destination within the City Limits with the exception of complications.	
Complications: To be applied when the vehicle is overturned, stuck in sand or mud, or in the water, requiring more than one hook*up and additional wrecker staff or equipment.	
Outside City Limits: Quote per mile for a tow outside the City Limits of Seneca with the exception being those vehicles towed to the Seneca Police impound lot.	
Storage Fee after the first 12 hours.	

Person Submitting the Quote: _____
(Printed Name)

Signed Signature

Date

**BID WILL NOT BE ACCEPTED IF QUOTES ARE NOT
COMPLETELY FILLED IN**

E. WRECKER CLASSIFICATION

1. **Class A: Light Duty Wrecker**

Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles, scissor lifts) shall meet the following minimum requirements:

a. Conventional Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.
- (2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.
- (3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Dual rear wheels.
- (7) Additional safety equipment as specified by the regulations.

b. Rollback Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.
- (2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- (3) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (4) Additional safety equipment as specified by the regulations.

2. **Class B: Medium Duty Wrecker**

Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- a. The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.

- b. Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- c. Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.
- d. A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.
- e. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- f. Additional safety equipment as specified by the regulations.

3. Class C: Heavy Duty Wrecker

Class C Wreckers, for towing vehicles in excess of 70,000 pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

- a. Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than 54,000 pounds.
- b. Tandem axles or cab to axle length of not less than one hundred two inches.
- c. A single or double boom with a capacity of not less than 35 ton as rated by the manufacturer.
- d. A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.
- e. A manufactured wheel-lift with a retracting lifting capacity of not less than 35,000 pound as rated by the manufacturer, wheel lift adapter for tire lift, and safety chains.
- f. One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
- g. Airbrakes constructed so as to lock wheels automatically upon failure.
- h. Light and air brake hookups.
- i. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- j. Additional safety equipment as specified by the regulations.