TOWN OF LAMAR SOUTH CAROLINA REQUEST FOR BIDS (RFB) 2026-01 CONSTRUCTION OF ROOFTOP SOLAR PV SYSTEM

The Town of Lamar is seeking bids from qualified solar providers for the design, engineering, and installation of a Rooftop Solar Photovoltaic System on the Lamar Town Hall building. This request is being made and awarded pursuant to the Town's procurement ordinance. The funds from this project come from the South Carolina Energy Office Energy Efficiency and Conservation Block Grant and will require adherence to all relevant Federal requirements including the Build America, Buy America Act (BABA), the National Environmental Policy Act (NEPA), the Davis-Bacon Act (DBA), and the National Historic Preservation Act (NHPA). The Town reserves the right to reject any and all bids and to waive irregularities.

Bids should be submitted to the following:

Tim Dargan

Town Administrator
Town of Lamar
117 Main Street
Post Office Box 267
Lamar, South Carolina 29069-0267

Deadline for Questions

The deadline for questions is 5:00 p.m., Eastern Time, Friday, November 27, 2026. Bidders should send questions regarding this Request for Bids to Tim Dargan, Town Administrator, in writing or email to tdargan@lamarsc.org. Questions received before this deadline will be answered and posted on the Town's website at http://www.lamarsc.org/requests-for-bids-proposals. Questions received after this deadline will not be answered.

If an addendum is issued, Bidders must acknowledge receipt of the addendum with their bid.

Deadline for Submissions

The deadline for submission is 10:00 a.m., Eastern Time, Friday, December 18, 2026. Bids will be received at 117 Main Street, Lamar, South Carolina 29069-0267 in a sealed envelope. Sealed envelopes must be clearly marked "RFB 2026-01, Lamar Town Hall Rooftop Solar PV System Project" and include one (2) hard copies and one (1) electronic copy saved to a USB flash drive. It will be the responsibility of the bidders to verify receipt by the Town.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the Town at the place, date and time appointed by the Town and the Town shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery.

Proprietary and/or Confidential Information: Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the Town.

Bidders acknowledge and agree that the Town will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the Town's acceptance or non-acceptance of the bid or the rejection of any and all bids. Bidders are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the Town of Lamar will commit the Town to award a contract to any respondent even if all the requirements in the RFB have been met.

Bidders must have or be able to procure a Lamar Business License, and must provide a current certification/copy of registration in SAM.

Contractors considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The Town of Lamar reserves the right to accept or reject any and all bids, or any parts thereof; to waive irregularities or informalities in any bid received to allow the bid to be considered; to negotiate terms and conditions with Bidders; and to select a Bidder or to cancel in whole or in part this RFB, if it is in the best interest of the Town to do so. Those bids determined not to be in compliance with provisions of this RFB, and the applicable laws and/or regulations will not be processed.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the Town upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any

false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Scope of Work

A site visit to the Lamar Town Hall (117 Main Street) is recommended prior to submitting a bid.

The Scope of work for the project includes, but is not limited to the following:

1. Design and engineering of flush-mounted rooftop solar PV system by a licensed Professional Engineer, with a minimum power rating of 32 kW-DC and efficiency of 1,138 kWh/kW-DC.
2. Installation of solar panels. The solar panels must have a minimum lifespan of 30 years.
3. Installation of inverters. The inverters must have a minimum life span of 25 years.

The chosen contractor shall provide all materials, equipment, supplies, freight, state sales tax, labor and supervision as necessary.

Time is of the essence for this project and all work associated with this RFB must be completed within 120 days of the issuance of the Notice to Proceed.

Bid Format

In responding to this request, contractors should provide a price quote for the scope of work to accomplish this work on the attached "BID FORM." Contractors should also provide a cost breakdown of the scope of work on the "ITEMIZED COST" form.

If any addenda(um) are issued, the contractor must acknowledge reviewing the addenda(um) by listing them on the BID FORM.

In addition to submitting the completed BID FORM, contractors submitting bids should provide examples of experience with similar projects. Provide a brief description of similar projects of comparable size and complexity for which the Bidder provided services within the past five (5) years. Limit information to no more than five (5) projects.

A Payment Bond and a Performance Bond for 100% of the total contract amount will be required prior to contract award.

. All such descriptions should include:

1. Project location.
2. Renovation and/or Replacement.
3. Description of original project budget versus actual cost.
4. Name and contact information for a reference with knowledge of the Bidder's work on the specified project.

Provide the Contractor(s) and if possible, the names and bids of all sub-consultants that will be part of the Bidder's Team and identify the specific work the sub-consultant will perform. Once the Town issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the Town.

Evaluation Criteria

The Town will evaluate bids based on the factors outlined within this RFB and the Town's procurement ordinance, which shall be applied to all eligible, responsive bids in selecting the successful contractor. The Town reserves the right to disqualify any bid from a bidder it deems non-responsive and/or non-responsible. The Town reserves the right to make such investigations of the Bidders as it deems appropriate.

Award of any contract may be made without discussion with Bidders after bids are received. The Town reserves the right to cease contract negotiations if it is determined that the Bidder cannot perform the services specified in their response.

Selection Criteria:

The Town Hall Selection Committee will evaluate the proposals based on several criteria. Proposals will be weighed (with ranking from 0-10 for each) for evaluation purposes as follows:

Qualifications	**25%**
Proposal Content & Approach	**25%**
Experience with Similar Projects	**20%**
Proposed Schedule	**15%**
Experience with Federal Contracts	**10%**
Cost of Services- Fixed Price	**5%**

After careful evaluation, the Town Hall Selection Committee will make a recommendation to Town Council for award of a contract.

BID FORM

BID OF:_____

(Contractor)

BID TO: The Town of Lamar

(Owner)

PROJECT NAME: Town Hall Rooftop Solar PV System Project

PROJECT NUMBER: RFB 2026-01

BID DATE: _____

BASE BID AGREEMENT

The undersigned, having examined all the Bidding Documents, including all Addendum(a) as follows:

shall execute the entire Work in the Bidding Documents described as the Base Bid for the lump sum of:

_____

Dollars

($_____) which sum is hereafter called the BASE BID.

ITEMIZED COSTS (sum of each item should total BASE BID amount)

1. Solar PV system design and engineering from a licensed Professional Engineer. The PV system must have a minimum power rating of 32 kW-DC and efficiency of 1,138 kWh/kW-DC
   _____ Cost

2. Installation of solar panels inclusive of any necessary rooftop modifications. The solar panels must have a minimum lifespan of 30 years.
   _____ Cost*

3. Installation of inverters. The inverters must have a minimum life span of 25 years
   _____ Cost*

   *Total Cost for Solar Panels & Inverters and installation should include meeting BABA and Davis-Bacon Act requirements.

BASE BID _____

DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Date for Commencement shall be established in the Notice to Proceed. The Contractor shall not incur any expense until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the contractor or a Notice to Proceed is executed.

All work for additions shall be substantially completed (as evidenced by the date on the CERTIFICATE OF SUBSTANTIAL COMPLETION) within: ONE-HUNDRED TWENTY (120) calendar days from the date set forth in the NOTICE TO PROCEED, subject to adjustments as provided in the Contract Documents.

Final completion of all work shall be performed within: THIRTY (30) calendar days from the scheduled contract time for substantial completion, subject to adjustments as provided in the Contract Documents.

The undersigned further agrees that from the compensation to be paid, the owner may retain as liquidated damages the sum of one thousand dollars ($1,000) for each calendar day the actual contract time for Substantial Completion for the project exceeds the specified or adjusted contract time for Substantial Completion as provided in the Contract Documents.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

Rooftop Solar PV System Project

THIS AGREEMENT ("Agreement") is made and entered into this_____day of _____, 2026, by and between the Town of Lamar, S.C., a South Carolina municipal corporation ("Town"), and_____("Contractor").

WHEREAS, Contractor was the successful bidder under the Town's solicitation for bids for the Town Hall Building Solar PV System Project; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein,

Town and Contractor agree as follows:

1. SCOPE OF WORK.

A. Contractor agrees to provide all required engineering design, labor, equipment, tools, materials, supplies, and incidentals necessary for the Public Works Rooftop Solar PV System project, pursuant to the bid submitted by Contractor to Town dated _____(the "Bid"), a copy of which is attached hereto as "Exhibit I" and made a part of this Agreement by reference thereto. In the event of any conflict between the provisions of this Agreement and the Solicitation, the term of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on the Project. Contractor hereby warrants to own that all work on the Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. CONTRACT PRICE. For all work under this Agreement, Town agrees to pay to

Contractor the sum of_____($_____) Dollars, payable upon substantial completion and the sum of _____($_____) Dollars upon completion of the Project.

3. CHANGE ORDERS. The Town has the right to require alterations or changes ("Change Orders") to the Project and in such case, Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the Town and Contractor in writing prior to the commencement of the Change Order.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within _one-hundred twenty (120) days from the date of the Notice to Proceed. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by Town, and casualty losses) the Project completion date shall be extended accordingly.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than $1,000,000.00 per person, $2,000,000.00 per claim, and $250,000.00 per claim for property damage. Contractor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with companies approved in advance by Town, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to Town prior to commencement of any work by Contractor, to include Performance and Payment Bonds.

6. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a Town of Lamar business license.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify Town and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. WARRANTY: The Contractor shall provide all required equipment warranties equipment warranties and a 1-year installation warranty, from the date of completion and acceptance by the Town of Lamar..

9. SITE INVESTIGATION. Contractor acknowledges that Contractor has had the opportunity to inspect the service areas, has determined the nature of the work and the.

difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this agreement.

10. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Darlington County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney's fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking injunctive relief.

11. BREACH.

A. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the nonbreaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the Towny may, after seven (7) days' written notice to the Contractor, complete the
Project and if the unpaid balance of the contract price exceeds the Town's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Town.

12. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the

performance by that party of the same or any other obligations of that party with respect

to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of Town.

14. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of Town and Contractor.

17. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the Town and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

_____
(#1 as to Contractor)

_____
(#2 as to Contractor)

Contractor:

By: _____

Title: _____

The Town of Lamar, S.C.:

_____
(#1 as to City)

_____
(#2 as to City)

By: _____

Title: _____