



# CHEROKEE COUNTY SCHOOL DISTRICT

141 Twin Lakes Road

Post Office Box 460

Gaffney, South Carolina 29342

(864) 206-2224

Brock Heron  
Director of Finance

January 26, 2011

You are hereby invited to submit a bid in accordance with the requirements of this bid for Lawn Care Services (FY2011-12-08) for four schools in the Cherokee County School District, Gaffney and Blacksburg, South Carolina. The bid solicitation is for the establishment of a basic purchasing agreement for lawn care services for the period beginning March 1, 2012 through February 28, 2013.

This bid solicitation does not commit Cherokee County School District to award a contract, to pay any cost incurred in the preparation of this bid, or to procure or contract for these services.

Cherokee County School District reserves the right to accept or reject any or all bids as a result of this bid solicitation, to negotiate with all qualified bidders, or to cancel in part or in its entirety this bid solicitation if it is the best interest of the District.

All bids submitted in accordance with this solicitation must be submitted (Received) **NOT LATER THAN 2:00 P.M., Wednesday, February 15, 2012**. Bids must be mailed or delivered to: Brock Heron, Director of Finance, Cherokee County School District, 141 Twin Lakes Rd, PO Box 460, Gaffney, South Carolina, 29342.

Sincerely,

Brock Heron  
Director of Finance  
Telephone: (864) 206-2224  
Facsimile: (864) 902-3537

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## GENERAL BID CONDITIONS - SECTION 1

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- A. Bidder must complete all requested information on the Bid Submittal Form (Section 5) and Assurance Form (Section 6), and submit it in an opaque sealed envelope to the District before 2:00 P.M. on Wednesday, February 15, 2012. Return the sealed documents (and any required enclosures or attachments) clearly marked on the outside "Bid Number FY2011-2012 – 08 Lawn Care Services" and include the bidder's name, return address and email address. An official authorized to bind the proposer to the submitted terms and conditions shall sign the documents. Cherokee County School District assumes no responsibility for unmarked or improperly marked envelopes. **Facsimile or emailed bids will not be accepted.**
- B. Bids will be publicly opened at the Cherokee County School District Administrative Building, 141 Twin Lake Road, Gaffney, SC 29341 at 2:00 P.M. on February 15, 2012. Bids received after 2:00 P.M. local time, whether in person or by delivery (USPS, Federal Express, UPS, etc.) will not be accepted. No consideration of the bid award will be made at the bid opening. In case the District Office is closed on the scheduled bid opening date, the bid opening date will be rescheduled for the same time on the next full business day that the District Office is open and bids will be accepted until that time and date. The school district information line is (864) 902-3621. The bid evaluation and bid award will be made no earlier than February 16, 2012.
- C. Bids must be mailed or delivered to:
- Brock Heron  
Director of Finance  
Cherokee County School District  
141 Twin Lakes Rd / P.O. Box 460  
Gaffney South Carolina 29342
- D. The "Bid Assurance Form" shall be signed by an official authorized to bind the bidder to the submitted bid(s) and terms and conditions of this bid solicitation.
- E. The General Procurement Conditions contained in this bid solicitation document are a part of these General Bid Conditions.
- F. Questions relative to this bid are to be directed to Mr. Jeff Willis, Director of Maintenance, (telephone 864-206-6025). All questions must be submitted in writing prior to 2:00 PM on Friday, February 10, 2012. Questions received after this date will not be accepted. All questions and answers will be posted as an addendum on the District's website.

## SPECIAL BID CONDITIONS - SECTION 2

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- A. A **MANDATORY** pre-bid conference is scheduled for Tuesday, February 7, 2012 at 9:00 A.M. with Mr. Jeff Willis, Director of Maintenance. His telephone number is (864) 206 – 6025. The conference will begin at Gaffney Middle School, 804 Frederick Street, Gaffney, SC 29342 and proceed to the other schools.
- B. Contractor is required to hold a Certified Pesticide Applicator License as required by the Department of Pesticide Regulation. A copy of this license **MUST** accompany bid documents.
- C. Contractor shall be required to coordinate and schedule lawn care services with Mr. Jeff Willis, Director of Maintenance at 864-206-2224.
- D. For the purpose of this bid, do not include taxes, if applicable, in your bid total.
- E. The Bid shall be evaluated by the following criteria, listed in order of relative importance:
  - 1. Conformance of bid to Bid Request specifications (Most reasonable and responsive bidder).
  - 2. Vendor record of performance and integrity.
  - 3. This award shall be made on a lump sum basis all applicable sectors to a single vendor.
- F. Cherokee County School District 1 reserves the right to reject any or all bids.
- G. The General Terms and Conditions included in the Appendix are hereby made binding on this solicitation. Cherokee County School District 1 Terms and Conditions shall apply.
- H. The contractor should maintain the following types and minimum amounts of insurance coverage and should provide the District an “Accord A” certificate of insurance prior to beginning work.
  - 1. General Liability- Personal Injury and Property Damage, per occurrence and aggregate to be at least \$1,000,000 coverage. **The District is to be name co-insured.**
  - 2. Automobile- Liability, personal injury, and property damage, per occurrence and aggregate to be at least \$1,000,000.
  - 3. Workman’s Compensation- Per statutory requirements.

### **CONTRACT TERMS AND CONDITIONS - SECTION 3**

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- A. This contract establishes a basic service agreement whereby the Contractor shall honor all requests for Lawn Cutting Services as requested by the District under the terms and conditions stated herein in consideration for the prices agreed to.
- B. The initial award of contract will be From March 1, 2012 to February 28, 2013. The District reserves the right to extend the contract for two (2) additional years in one (1) year increments
- C. Each Bidder should fully acquaint themselves with the scope and conditions of this bid. The failure or omission of a bidder to acquaint himself with the existing conditions will in no way relieve him of any obligation with respect to this bid or this contract.
- D. The bidder will be required to bid on all four schools. The award will be made on the combined totals for all four schools (Lump Sum Total).
- E. Contractor shall be responsible for all grounds maintenance specified for each school, campus, or complex that is awarded as a result of this solicitation. It is anticipated that the grounds shall require mowing 18 times per year and other maintenance as specified or required.
- F. The contractor shall be required to cut all grassed areas specified in Section D. Following each cutting, Contractor shall be required to blow clear all sidewalks, walkways, parking lots, curbing, etc. Shrubs shall be groomed a minimum of four (4) times a year unless otherwise specified. Contractor shall hand trim and/or use a string trimmer in and around shrubbery. Contractor is to spray herbicide or "weed eat" as needed to maintain all fences, walls, sidewalks, walkways, roads, parking areas and other fixtures free of weeds. The Cherokee County School District Maintenance Department shall have the authority on an as needed basis to request the use of herbicide instead of string trimming to control weed overgrowth. It shall be at the discretion of the Cherokee County School District Maintenance Department to request the use herbicide as needed along banks, paved areas, fence lines, etc. The contractor shall be responsible for removing dead weeds when herbicidal agents are applied.
- G. The contractor shall use herbicidal agents that meet local, State or Federal laws or regulations for use in public areas. The contractor shall place the MSDS (Material Safety Data Sheet) for all herbicides used on file at the Cherokee County Schools Maintenance Department prior to beginning work. Contractor shall indemnify and hold the District harmless for any citations or fines issued to the District that are directly attributable to the Contractor's failure to comply with local, State or Federal laws or regulations governing the use of herbicides.

### **CONTRACT TERMS AND CONDITIONS - SECTION 3**

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- H. Areas that have fenced in HVAC equipment and transformers will be cleared of weeds and herbicide applied twice yearly. With the exception of areas specified in this solicitation, areas that have excessive trees or brush that cannot be cut by usual yard maintenance equipment shall not be the contractor's responsibility; however the contractor shall endeavor to prevent further encroachment into maintained areas.
- I. Contractor shall submit invoices monthly to the Cherokee County Schools Maintenance Department and may bill the District for any maintenance per property that has occurred in that month as specified for the properties. Any cuttings in excess of the eighteen specified in this contract must be approved by Jeff Willis, Director of Maintenance.
- J. Contractor shall endeavor to keep all properties in an attractive, professional and presentable state at all times and most particularly school openings and after holidays. The District shall present the contractor a copy of the 2012 – 2013 school calendar after Board Approval.
- K. The District reserves the right to withhold partial or complete payments for unsatisfactory work or failure to perform substantial portions of the requirements of this Contract. Jeff Willis, Director of Maintenance, shall have the authority to direct such withholding, after consultation with the school principal or location director. Withholding shall be proportionate to the failure to complete requested services for each location.
- L. Failure to comply with requested maintenance schedules shall be a consideration to revocation and re-bid of this contract.
- M. The successful bidder upon failure or refusal to execute and deliver an Agreement, required certificates or documentation, or commence and continue performance on this contract, within the times stated therein, shall constitute termination through default. In the event said default occurs within one year of contract inception, the District will negotiate a contract with the next most reasonable and responsive bidder.
- N. Multi-Year contracts shall be terminated if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first fiscal year.
- O. The District shall notify the Contractor on a timely basis in the event funds are not available for the continuation of subsequent options or fiscal years.
- P. Contractor will be responsible for notifying the School District Maintenance Department in the event that damage or vandalism is noted during work at any school location and/or significant lawn or landscaping problems arise at any contracted school location.
- Q. Questions pertaining to administrative or procedural matters will be answered at the pre-bid conference on February 7, 2012.

### **SCHEDULE OF SERVICE LOCATIONS AND SPECIFICATIONS - SECTION 4**

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A. **Gaffney Middle School** – Included in this contract are all grounds laying within the described boundary: Beginning at the corner of East Frederick Street and Porter Street at the old National Guard Armory to the corner of East Frederick Street to Chandler Drive, from that point eastward down Chandler Drive to a fence line that that establishes the rear campus boundary, northward along this fence until it terminates at the North end of the running track, then eastward along the fence line which establishes the North boundary of the campus to the beginning point. Not included are ground the comprise to private residences on Chandler Drive in the vicinity of the tennis courts and the football playing surface as established by field level fencing.

- The upkeep of the flower beds at Gaffney Middle School will not be part of the bid.
- The grass growing on the home side bleachers of the Football Stadium at the Gaffney Middle School must be eradicated and removed before the start of the football season and must be maintained during the entire football season.
- The grass growing on the tennis courts and paved area on the practice field of the Gaffney Middle School must be controlled.
- The grass growing near the concession stands on the home side of the Football Stadium at the Gaffney Middle School must be controlled.

B. **Blacksburg Elementary School** – Included in this contract are all grounds laying within the following described boundary: from the properties Northeast corner at Hardin Street and a private residence westward to the North corner of the campus at the intersection of the school drive and Pine Street, then southward using the outfield fence of Troublefield Park as the West boundary, then eastward along a fence line which establishes the Southern boundary to Hardin Street, then northward along Hardin Street to the beginning point.

C. **Blacksburg Middle School** – Included in this contract are all grounds laying within the following described boundary: from the properties northeast corner at a point on Ramseur Street and the driveway to the left of the gymnasium, southward to the fence line enclosing the running track, then westward along this fence line to the fence line of the ball fields, then northward along this fence line to the driveway at the west side of the property, then continuing northward to London Street, then eastward to the beginning point.

- The fence surrounding the Softball Field behind the Blacksburg Middle School must have one mower width cut outside of the fence.

D. **Blacksburg Primary School**- Included in this contract are all grounds laying within the following described boundary: all grass areas from the front entrance, left and right of the main drive, the center islands where the drive splits, to the fence line at the left, right and to the rear of the building. Note: All fencing shall be kept free of weeds, grass, and other growth.

- The fence behind Blacksburg Primary School is not required to have one mower width cut on the outside of the fence, however, the contractor must keep the fence free of weeds and grass.
- The mulch beds at the Blacksburg Primary School are not required to be maintained free of weeds except the border where it joins the grass area.

**BID SUBMITTAL FORM - SECTION 5**

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Description: Lawn Care Services

Bid Number: FY2011-2012 - 08

Bids will be received until (Date) February 15, 2012  
 (Time) 2:00 P.M. Local Time

Bids mailed to: Brock Heron  
 Director of Finance  
 Cherokee County School District  
 PO Box 460  
 Gaffney, SC 29342

Hand carried to: Brock Heron  
 Director of Finance  
 Cherokee County School District  
 141 Twin Lake Road  
 Gaffney, SC 29341

Telephone No.: (864) 206-2224

	<b>2012/2013</b>	<b>2013/2014</b>	<b>2014/2015</b>
<b>SCHOOL</b>	<b>Per Cut</b>	<b>Per Cut</b>	<b>Per Cut</b>
<b>Gaffney Middle</b>			
<b>Blacksburg Elem</b>			
<b>Blacksburg Middle</b>			
<b>Blacksburg Primary</b>			
<b>Total</b>			

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BID ASSURANCE FORM - SECTION 6**

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TO: Brock Heron  
Director of Finance  
141 Twin Lakes Rd./ P.O. Box 460  
Gaffney, South Carolina 29342  
(Hereinafter referred to as "District")

RE: Invitation for Bids:

The undersigned as bidder certifies that the General Terms and Conditions and requested services of this solicitation have been read and understood. The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1. Will comply with all requirements, stipulations, terms and conditions as stated in the Bid solicitation;
2. Currently complies with all applicable federal and state laws and regulations relative to non-discrimination in employment practices;
3. Is not guilty of collusion with other vendors possibly interested in this bid in arriving at or determining prices to be submitted; and
4. Acknowledges receipt of the following amendments, as applicable:

Amendment No. \_\_\_\_\_ Date: \_\_\_\_\_

Amendment No. \_\_\_\_\_ Date: \_\_\_\_\_

5. That such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title/Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/ State/ Zip Code

\_\_\_\_\_  
Phone/ Fax

\_\_\_\_\_  
Fed. Tax ID Code

\_\_\_\_\_  
Minority Vendor Yes/No

## ADDRESSES AND CONTACTS - SECTION 7

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CONTACT: Jeff Willis  
Director of Maintenance  
(864) 206-6025

ADDRESSES: Gaffney Middle School  
805 East Fredrick Street  
Gaffney, SC 29340

Blacksburg Elementary School  
402 Hardin Street  
Blacksburg, SC 29702

Blacksburg Middle School  
101 London Street  
Blacksburg, SC 20702

Blacksburg Primary School  
1010 East Cherokee St.  
Blacksburg, SC 29702

### Scheduled Dates:

Mandatory Pre-Bid Meeting: February 7, 2012 at 9:00 A.M.

Bid Opening: February 15, 2012 at 2:00 P.M.

Goal for Award/Intent to Award: No later than February 16, 2012

Posting will be in the front lobby at the District Office and on the District's website.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **1.0 CANCELLATION OF SOLICITATION**

The solicitation may be withdrawn by the District at any time prior to award.

### **2.0 COMPETITIVE PROPOSALS**

- 2.1 The required return date stated in the information to offerors shall be considered the closing date for receipt of proposals. Proposals not received by that date and time will be rejected.
- 2.2 The District reserves the right to waive any and all formalities in the solicitation process and to reject any and all offers.
- 2.3 After receipt of bids or proposals, it is the unilateral right of the District to determine which offers shall be included in final negotiations for award.
- 2.4 Until such time as an award is made, the District will not disclose and will hold in confidence the contents of individual bids and proposals.

### **3.0 RESPONSIVE OFFER**

The District defines a responsive offer as one that conforms in all material respects to the solicitation.

### **4.0 RESPONSIBLE OFFEROR**

The District reserves the right to make a unilateral decision concerning the capability of an offeror to perform fully the contract requirements and to the integrity and reliability of the offeror to assure good faith performance. By submission of a bid or proposal, the offeror agrees to furnish the District with all reasonable information to make such determination. Contracts are offered by the District only to regular manufacturers and dealers that in the course of normal business, offer the same goods and services relevant to the solicitation, for sale to the general public.

### **5.0 AWARD**

- 5.1 Award of a contract resultant from a solicitation is intended to be made to the offer that best satisfies the criteria set forth in the solicitation.
- 5.2 Unless otherwise allowed by the District, an offeror notified by the District of an award, shall have seven (7) business days to provide the district with an agreement, in the format and manner prescribed by the District.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **6.0 FIRM FIXED PRICE**

Unless otherwise specified, all contracts issued by the District are firm fixed priced. The District offers no additional payment or consideration other than the prices agreed to, binded by the terms, specifications, and conditions described therein.

### **7.0 MODIFICATIONS AND CHANGE ORDERS**

The District reserves the right to make changes in the terms, specifications, and conditions of the contract after award. Such changes that are considered within the scope of the contract shall be *Change Orders*, and it will be the District's right to issue such orders and they shall be binding upon the contractor. Changes not within the scope of the contract will be considered *Modifications* and the contractor agrees to negotiate in good faith with the District upon notice of any requested *Modifications*. Consideration and payments due the contractor as a result of either *Change Orders* or *Modifications* shall be negotiated between the contractor and the District upon request.

### **8.0 NOTIFICATION OF CHANGES**

The contractor shall notify the District in the event of any circumstance which may alter the scope or performance of the contract to the extent that the specified terms, specifications, and conditions cannot be met, or must be exceeded. Proceeding with such changes without a written modification to the contract will be at risk of not receiving additional payments and consideration that would otherwise be due, or the rejection of supplies or services rendered, whichever may be the case. The only District representative that can authorize such modifications is the Director of Finance.

### **9.0 PACKING AND SHIPPING**

Unless otherwise specified, prices accepted by the District are inclusive of delivery to the destination stated in the solicitation. Delivery shall include off loading from the delivery means, placement within District property, and set up, if required. The District will not accept goods damaged during shipping, so suitable packing techniques are incumbent upon the contractor.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **10.0 INSPECTION AND ACCEPTANCE**

Materials, supplies, or services shall be furnished exactly as specified, free from all defects in workmanship, materials and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified the District may reject them, require the contractor to correct without charge, or require delivery at a reduction in price which is equitable under the circumstances.

If contractor is unable or refuses to correct such item(s) within a time deemed reasonable, the District may terminate the order in whole or in part. Contractor shall bear all risk as to rejected materials, supplies, or services, and in addition to any other costs, for which the contractor may become liable to the District under other provisions in these General Procurement Conditions, shall reimburse the District for all transportation costs, other related costs incurred, or payment to contractor for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, contractor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, the District's rights provided in this section.

### **11.0 BILLING**

Invoices for goods and services that have been received, inspected, and accepted, shall be submitted to the INVOICE TO ADDRESS listed on the individual PURCHASE ORDER. Envelopes MUST be marked INVOICE ENCLOSED. Unless otherwise specified, terms are net thirty (30) days. All vendors are required to accept the following forms of payment, check, ACH transfer, wire transfer, procurement card and credit card. The form of payment will be at the discretion of the District. No additional fees or surcharges can be added with regards to the form of payment selected.

### **12.0 TERMINATION**

- 12.1 Default - Cherokee County School District No. 1 may terminate the contract if the contractor fails to comply with any of the terms, conditions, or specifications of the contract.
- 12.2 Convenience - Cherokee County School District No. 1 may terminate the contract at any time for reasons determined to be in the best interest of the District. Consideration due the contractor shall be negotiated between the District and the contractor with respect to effort expended up to the time of terminations, and other reasonable and allocable costs.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **13.0 WARRANTIES**

Where warranties are called for and provided, the contractor shall be the principle agent when executing the rights and remedies thereof. If a warranty is not expressly stated in the solicitation, the contractor shall advise the District of what warranty is normally provided for the same goods or services. Should a normally provided for warranty exceed the warranty requirements of the contract as being longer, or more beneficial, the normally provided for warranty shall apply.

### **14.0 ASSIGNMENT**

Neither the contract nor any interest therein, nor claim thereunder shall be assigned or transferred by the contractor except authorized in writing by the District. No assignment or transfer shall relieve the contractor from its obligations and liabilities.

### **15.0 PATENT INDEMNITY**

Contractor shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, contractor shall indemnify and hold the District or patent, harmless from any cost, expense, damage or loss incurred in any manner by the District because of any such alleged infringement.

### **16.0 INCORPORATED BY STATEMENT**

Any law or regulation, issued by the United States Government and its agencies, the State of South Carolina and its agencies, or Cherokee County and its Departments, or any other local government, that is relevant to the performance of the contract, is incorporated by this clause and shall have the same force and effect as if it were stated herein.

### **17.0 PRIVILEGED AND CONFIDENTIAL INFORMATION**

Procurement information shall be public record to the extent required by Chapter 4 Title 30, South Carolina Code of Laws, 1976, with the exception that proprietary commercial or financial information supplied in response to solicitation, marked as such, will not be disclosed.

### **18.0 STANDARD OF CONDUCT**

In all procurement actions for the District, the provisions of Chapter 123, Title 8 (State Ethics Act), South Carolina Code of Laws, 1976, shall be complied with.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **19.0 RIGHT TO PROTEST**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with this solicitation, or resultant award of a contract, may protest. Such protests shall be submitted in writing within ten (10) days after such aggrieved person knows, or should have known, facts giving rise thereto, to the Superintendent, Cherokee County School District No. 1. Protests not received within ten (10) days of such circumstances may be rejected as untimely.

### **20.0 NON-DISCRIMINATION**

Any party that enters into a contract with Cherokee County School No. 1 shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. (Revised 1979)

### **21.0 DRUG FREE WORKPLACE**

This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, SC Code ANN, 44-17-10 et seq (1076 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this bid, you are certifying that you will comply with the Drug Free workplace Act.

### **22.0 AUDIT OF COST OR PRICING DATA**

The District reserves the right at reasonable times and places to audit the books and records of any contractor or subcontractor who has submitted cost or pricing data pursuant to District Article VI B 17 to the extent that such books and records relate to such cost or pricing data. The contractor or subcontractor shall maintain such books and records that relate to such cost or pricing data for three years from the date of final payment under the contract or for additional periods of time beyond this three year period upon request of the Procurement Officer or Buyer.

### **23.0 SOUTH CAROLINA GENERAL CONSTRUCTION LICENSE**

South Carolina Law requires any construction type work valued over \$5,000.00 will require a current South Carolina General Construction License. A copy of this document must be returned with bid request form.

## **GENERAL PROCUREMENT CONDITIONS - APPENDIX**

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### **24.0 NON APPROPRIATION OF FUNDS**

Multi-Year contracts shall be terminated in the event funds are not appropriated or otherwise made available for the contractual obligation in any fiscal period succeeding the first fiscal year. The District shall notify the Contractor on a timely basis in the event funds are not available for the continuation of subsequent options or fiscal years.

**POSTING OF THE AWARD OR INTENT TO AWARD WILL BE IN THE CHEROKEE COUNTY SCHOOL DISTRICT OFFICE'S PROCUREMENT OFFICE.**