



**REQUEST FOR PROPOSAL
INDEPENDENT AUDIT SERVICES**

**INDEPENDENT AUDIT SERVICES
RFP No: 17BCP05A**

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REQUEST FOR BID

INDEPENDENT AUDIT SERVICES

RFP No.: 17BCP05A

PROPOSALS ARE DUE on or before 2:00 pm Tuesday, September 12, 2017.

NOTE: Proposals must be time stamped by the Bastrop County Purchasing Office on or before the hour and date specified for receipt of Bids. Proposals received after the date and time specified are subject to rejection.

Proposals can be mailed to:

Leon Scaife
Bastrop County Purchasing Department
804 Pecan Street
Bastrop, Texas 78602

Proposals can be hand delivered to:

Leon Scaife
Bastrop County Purchasing Department
803 Pine Street, Floor 1
Bastrop, TX 78602

Proposals must be clearly marked on the exterior with the following:

RFP No.: 17BCP05A – Independent Audit Services, the name and return address of the respondent.

Proposal opening will be at 2:00 pm Tuesday, September 12, 2017 at the Bastrop County Purchasing Department at 803 Pine Street, Floor 1, Bastrop TX 78602. Submitting Vendors are welcome, but not required to attend the bid opening.

BASTROP COUNTY, TEXAS

Request for Proposals (“RFP”)

Independent Audit Services

RFP No.: 17BCP05A

1.0 Standard Terms and Conditions

1.1 Application

These standard terms and conditions shall apply to all County of Bastrop (hereafter “County”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

1.2 Requirements

By submitting a bid, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

1.3 Legal Compliance

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

1.4 Right to Refuse Bid

The County reserves the right to refuse any and/or all parts of any and or/all Proposal and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

1.5 Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County’s best estimate, based on past history and anticipated purchases.

1.6 Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

1.7 Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

1.8 Late Bids

Proposal must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late Proposal and is not responsible for the lateness or non-delivery of Proposal by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

1.9 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

1.10 Responsiveness of Bids

The County wants to receive competitive bids, but will declare “non-responsive” Proposal that fail to meet significant requirements outlined in the solicitation documents.

1.11 Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of Proposal that have been opened may not be changed for the purpose of correcting an error in the bid price.

1.12 Identical Bids

In the event two or more identical Proposal are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).

1.13 Alternative Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, Proposal may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner’s Court.

1.14 Withdrawal of Bids

Bidders may withdraw any submitted Proposal prior to the bid submission deadline. Bidders may not withdraw once the Proposal has been publicly opened, without the approval of the County’s Purchasing Agent. Bidders will be allowed to withdraw Proposal that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

1.15 Disqualification of Bidder

The County may disqualify bidders, and their Proposal not be considered, for any of the following reasons: Collusion among bidders; Bidder’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder’s lack of financial stability; any factor concerning the bidder’s inability to

provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

1.16 Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for Proposal if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

1.17 Cost of Bid

The cost of submitting Proposal shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

1.18 Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

1.19 Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the County may mutually agree to extend the firm price period.

1.20 Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

1.21 Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

1.22 Payment

Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received.

1.23 Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposal will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

1.24 Offset

The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

1.25 Independent Contractors

It is expressly agreed and understood by both parties that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.

1.26 Governing Law

All Proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

1.27 Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

1.28 Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

1.29 Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

1.30 Term of Contract

If the bid is accepted and approved by Commissioners Court, then the bid documents and bid form become part of the contract. This contract will remain in effect for a period of Three (3) years from October 1, 2017 with Two (2) additional yearly renewal options. Should Bastrop County decide to add to the scope of work under this contract, the vendor must agree in writing to the change in scope. At that time the term of this contract shall be extended by a mutually agreed upon timeframe.

1.31 Indemnification

Bidder shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

1.32 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

1.33 Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

1.34 Solicitation Results

The County normally posts solicitation results on-line after Proposal are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

1.35 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFP is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information,

at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

1.36 Affirmative Action/EOE

Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. *See Attached Bastrop County Section 3 Resolution*

1.37 Contact Person for Inquiries

Questions regarding this RFP should be directed to the County's Purchasing Agent as identified below BY EMAIL. If the County believes that a response is required, the County will provide a response by addendum which will be posted to the County's website. The final date for questions and inquiries is September 7, 2017, at noon.

All questions should be addressed **BY EMAIL** to:

Leon Scaife, Purchasing Agent
purchasing@co.bastrop.tx.us

2.0 GENERAL INFORMATION & SPECIFICATIONS

2.1 Authorization:

By order of the Commissioners' Court of Bastrop County, Texas sealed proposals will be received for RFP 17BCP05A Services, Professional Audit.

2.2 Intent of Request for Proposal:

Bastrop County's intent of this Request for Proposal is to obtain proposals from and the services of a qualified and certified public accountant, with extensive experience in the auditing services for governmental agencies, to audit its financial statements beginning with FY ending September 30, 2017, through FY ending September 30, 2019 with the option to renew for an additional Two (2) years. These audits are to be performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants, the AICPA Industry Audit Guide, Audits of State and Local Governments, the standards set forth for financial audits in the Government Auditing Standards, issued by the Comptroller General of the United States of America, the requirements of the State and Federal Single Audit Act as set forth in OMB Circular A -133, and the provisions of the General Accounting Standards Board Statement number 34, as well as the following additional requirements.

Bastrop County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates at a minimum acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

A proposal may not be withdrawn or canceled by the provider for a period of ninety (90) days following the date designated for the receipt of proposal, and provider so agrees upon submittal of their proposal. Any proposal alteration, interlineations, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

2.3 TERM OF ENGAGEMENT

It is anticipated that the firm selected will be engaged for the next five (5) year period, commencing with the Fiscal Year ending September 30, 2017 for purposes of continuity;

although contracts/agreements will be utilized to allow for annual flexibility and will be based on annual availability of budgeted appropriations; should be bid on a one (1), two (2), three (3), four (4) and five (5) year basis. All proposals should include a brief outline of the methodology that will be used to accomplish the overall goals and objectives.

2.4 EVALUATION CRITERIA AND FACTORS

Proposals submitted will be evaluated by a review panel which will make a recommendation to the Commissioners' Court for its consideration and subsequent selection. The county will evaluate proposals based on a comprehensive set of criteria. A review panel will rank and select contractors based on those criteria. The following list and their relative weights are submitted for your review and assistance in preparing your proposals.

The evaluation criteria will be grouped into factors as follows:

- 30% - The contractors' experience in providing audits as described by the scope of work.**
- 30% - Qualifications of staff. The experience and expertise of staff assigned to the audit, to include work related experience, education and certification, and tenure with the firm, and auditing strategy.**
- 20% - References and recommendations from past clients.**
- 20% - Fees for services.**

During the evaluation process, the auditor's office and the Commissioners' Court, reserve the right, where it may serve the County's best interest, to request additional information or clarifications from providers, or to allow corrections of errors or omissions. The award of the contract shall be made to the responsible provider resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with the Texas Local Government Code, Chapter 262. The award of the contract shall be made to the responsible provider whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

2.5 REPORT PREPARATION

The writing and preparation of the comprehensive annual financial report shall be the responsibility of the independent auditor. The independent auditor shall **provide fifteen (15)** copies of the written report and an electronic report to the County Auditor. The independent auditor will be required to present the audit report to the Commissioner's Court during a regular meeting.

2.6 RETENTION AND AVAILABILITY OF WORKING PAPERS

The auditing firm must retain the audit working papers for a period of not less than five years after the date of the auditor's opinion or until notified that all cognizant agency reviews have been accomplished. The County reserves the right to request copies of selected work papers and schedules as legitimate needs arise for no additional fees other than actual reproduction costs.

2.7 EXPERIENCE AND LOCAL PRESENCE

The proposing firms are to possess substantial experience in governmental auditing and accounting, and must have access to the resources necessary to address technical issues that may arise during the course of the engagement.

The firms are also expected to have and maintain a local presence capable of staffing the engagement. Working papers, ledgers, reports, etc. cannot be removed to the provider office. Therefore, providers must assign sufficient staff to conduct the audit in Bastrop County offices. Providers must also provide or assign staff to answer questions and work with Bastrop County throughout the year.

2.8 KEY PERSONNEL

Prior to beginning the work, the proposing firms will designate the personnel and commit to using those individuals to perform the County's audit. Audit partner, manager, and site supervisor shall be specifically identified.

2.9 STAFFING PATTERNS AND ASSIGNMENTS

The overriding consideration in making staff assignments to the County's audit should be to assign those individuals whose skills best fit the audit requirements. However, in making assignments, the provider should utilize the same standards of quality in terms of skill and expertise afforded to its other county, municipal and commercial clients.

2.10 INSURANCE

Proposing firm shall provide proof of Errors and Omissions Liability Insurance of at least \$1,000,000 aggregate per year with proposal.

2.11 CONTACT PERSONS

The external auditor's principal contact with Bastrop County will be:

Lisa Smith
County Auditor
804 Pecan St.
Bastrop, Texas 78602
(512) 332-7222

Or a designated representative from the County Auditor's office and will coordinate assistance to be provided by Bastrop County to the selected firm.

2.12 ASSISTANCE TO BE PROVIDED TO THE INDEPENDENT AUDITOR

Interested providers who wish to obtain prior years audit reports, or needing additional information about the RFP, or the operations of the County may contact:

Lisa Smith
County Auditor
(512) 332-7222

The County Auditor's staff will provide computer-generated ledgers, trial balances and any other audit schedules, which can be generated through the current software applications. Due to time constraints and a limited staff, discretion to provide or assist in the preparation of audit work papers and schedules rests solely with the County Auditor.

2.13 COMPREHENSIVE ANNUAL FINANCIAL REPORT

The provider will present a schedule outlining date provider is available to begin audit, date fieldwork shall be completed, date draft reports shall be submitted and date final report will be delivered for the 2016/2017 audit. A similar outline for subsequent audit years shall be submitted and will be subject to the County Auditor's approval.

3.0 SUBMITTAL

For proper comparison and evaluation, Bastrop County requests that proposals be organized in the manner stated below.

Title Page

Show the RFP subject, the name of the provider firm, address, telephone number, name of the contact person, and the date.

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal

Limit to one or two pages.

A statement that the provider will perform the work stated in these specifications and that the services provided will conform in all aspects to the requirements stated within this RFP.

State that the person signing the letter will be authorized to bind the offer.

Scope and Audit Approach

Describe the scope of the required services to be provided in terms of the matter discussed in the preceding sections, the provider's specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.

Summary of Provider Qualifications

Briefly describe the firm, location, and range of activities engaged in the practice of public accountancy.

Confirm that providers are certified public accountants presently engaged in the practice of public accountancy.

Affirm that providers are independent.

Identify the Partner and Manager who will work on the audit. Include a resume for each supervisory person to be assigned to the audit.

Include information, which attests to the provider auditing experience, particularly in auditing counties in Texas. Specifically, include a reference list of local government audit clients and any GFOA certificates of achievement for excellence in financial reporting awarded.

Provide a statement outlining the audit schedule and a proposed time frame.

Affirm that the provider has completed external quality review with unqualified opinion.

Examination Approach and Compensation

Summarize the work plan to accomplish the scope defined in these guidelines and the maximum fee for which the requested work will be done. Include detail of price including the number of staff and staff hours that will be committed to the audit. Costs should be stated for the following:

1. Professional services to perform the audit.
2. Single Audit procedures and reporting as required.
3. Preparation of the Comprehensive Annual Financial Report.
4. Review and response of GFOA certification comments.
5. Services to reconcile and adjust fund balances for proper reporting.

References

Provider shall submit with this proposal a list of at least five (5) references where like services have been performed by their firm, as required on the attached Reference Form. Include name of firm, address, telephone number and name of representative. List at least three current clients and two previous clients.

4.0 ADDITIONAL INFORMATION INDEPENDENT AUDIT SERVICES

Bastrop County's budget for 2016/2017 is \$ 47,069,489 more detailed information on the government and its finances can be found within the last annual report.

Bastrop County has approximately 46 departments headed by elected and appointed officials.

The County is structured so that cash collections are decentralized. The Bastrop County Treasurer maintains approximately 15 bank accounts, the Tax Assessor/Collector maintains approximately 5 bank accounts, the County Clerk maintains approximately 3 bank accounts, the District Clerk maintains approximately 2 bank accounts, and the Sheriff's Office maintains approximately 5 bank accounts, the District Attorney's Office maintains approximately 4 accounts

A single audit of grants must be performed in conjunction with the financial audit if the audit firm determines that the County meets the requirements.

Employees participate in the Texas County and District Retirement System. The Commissioners' Court establishes the level of participation annually. Participation in the plan is required. Actuarial services for the plan are provided by the Texas County and District Retirement System and are usually available in July of each year.

The County currently has two deferred compensation plans (Individual Retirement Account & Section 457) in place. Participation in the 457 plan is elective by all employees that qualify.

The Human Resource Director manages Bastrop County's payroll with approximately 485 employees on a monthly basis.

The County's outstanding debt as of September 2017 is 41,755,000.

All idle funds are invested in certificates of deposit, Texas Class, TexPool and Texas Term.

Computer systems operate on onsite servers attached to a countywide network. Bastrop County's financial software package is a product by Tyler Technology (INCODE).

**PROVIDER REFERENCES
INDEPENDENT AUDIT SERVICES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of the work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

REFERENCE ONE

Government/Company Name:

Address: _____

Contact Person and Title _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name:

Address: _____

Contact Person and Title _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name:

Address: _____

Contact Person and Title _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE FOUR

Government/Company Name:

Address: _____

Contact Person and Title _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE FIVE

Government/Company Name:

Address: _____

Contact Person and Title _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

BID FORM

AS PREVIOUSLY STATED IN THIS SPECIFICATION IT IS ANTICIPATED THAT THE FIRM SELECTED WILL BE ENGAGED FOR THE NEXT THREE (3) YEAR PERIOD WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEARS; FOR A POSSIBLE TOTAL OF A FIVE (5) YEAR PERIOD COMMENCING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 THROUGH FY ENDING SEPTEMBER 30, 2019; IF THE COMMISSIONERS COURT APPROVES THE RENEWAL OF AN ADDITIONAL TWO(2) YEARS THE CONTRACT WILL CONTINUE THROUGH FY ENDING SEPTEMBER 30, 2021

COMMISSIONERS' COURT HAS REQUESTED THAT A PROPOSAL BE QUOTED PER YEAR. PLEASE LIST YOUR BID AS THOUGH IT WERE FOR A THREE (3) YEAR CONTRACT FOR:

FISCAL YEAR ENDED SEPTEMBER 30, 2017 _____

FISCAL YEAR ENDED SEPTEMBER 30, 2018_____

FISCAL YEAR ENDED SEPTEMBER 30, 2019_____

OPTION TO RENEW:

FISCAL YEAR ENDED SEPTEMBER 30, 2020_____

FISCAL YEAR ENDED SEPTEMBER 30, 2021_____

**DEADLINE FOR SUBMITTING THIS PROPOSAL:
2:00 PM TUESDAY, SEPTEMBER 12, 2017**