



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

REQUEST FOR PROPOSAL

VEHICLE INSURANCE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 11WCAP106

PROPOSAL MUST BE RECEIVED ON OR BEFORE: JULY 22, 2010 – 2:30 PM

PROPOSAL WILL BE PUBLICLY ACKNOWLEDGED: JULY 22, 2010 – 3:00 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 2:30 pm on Thursday, July 22, 2010. Proposals will be publicly acknowledged at 3:00 pm or soon thereafter** in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: An original proposal and five (5) copies must be submitted. The proposal sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies must have the same attachments as the original.**

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the

past five (5) years. Include name of firm, address, phone number and name of representative

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate bidder's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Joyce Nemece, Manager, Risk Management, Williamson County Human Resources, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

POLICY PERIOD(S): The Initial Policy Period is October 1, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

POLICY EXTENSIONS: At the end of the initial policy period, the Commissioners Court reserves the right to extend this policy, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate these policies at any time if funds are restricted, withdrawn, not approved, or if service is

unsatisfactory. The anticipated award of these policies is September, 2010. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this policy, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this policy is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

Christi Tredemeyer
301 SE Inner Loop – Suite 108
Georgetown, TX 78626
(512) 943-3291
ctredemeyer@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2011. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price.

Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to: Primary-Human Resources Department: Joyce Nemec, 943-1532
Secondary- Accounts Payable Department: Donna Baker, 943-1558

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify

proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Department of Insurance, Workers' Compensation Division requirements.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if

PROPOSAL SPECIFICATIONS

Williamson County is requesting sealed proposals for the following types of insurance coverage:

- Auto Liability
- Auto Physical Damage
- Uninsured/Underinsured motorist coverage
- Comprehensive coverage
- Collision coverage

The specifications listed are minimum requirements and are intended to govern, in general, the insurance coverage desired.

The insurance coverage including all necessary endorsements furnished under these specifications shall be with an insurer licensed to transact insurance business in the State of Texas or a self insurance pool.

Proposals must be submitted according to specifications; however, a proposer may also submit alternative proposals with recommendations as to why they would be in the best interests of the County.

The County is utilizing the Request for Proposals format and although cost will be the most important consideration in awarding the insurance, the County reserves the right to award the coverage to the proposer who in the opinion of the County will best serve the interests of the County.

The County reserves the right to reject any and all proposals and to waive any formalities or technicalities in any of the proposals.

Specimen policies and forms including all endorsements that would be attached to the policies must be included with the proposal package.

The proposals must indicate whether coverage is subject to audit or is a fixed annual price. Premium charges for changes in exposures during one-year term are acceptable.

Please indicate in the proposals whether or not lines of coverage may be individually purchased or if the proposal is a package only.

The Insurance offered shall meet all Federal and State of Texas regulations and standards in effect and applicable to the insurance furnished.

Any variations from the specifications must be indicated on the proposal or on a separate attachment to the proposal so identified as such.

Descriptive Literature: Each proposer shall submit with this proposal a copy of descriptive literature sufficient in detail to enable an intelligent comparison of coverage.

Evaluation and Award: Williamson County will evaluate and award based on the lowest and best proposal meeting specifications. Ratings, performance and service history will be an important evaluation factor. "Best" ratings shall be included and made a part of the proposal.

Contract Period(s): The Initial Contract Period is October 1, 2010 through September 30, 2011.

Possible extensions include:

October 1, 2011 through September 30, 2012

October 1, 2012 through September 30, 2013

Payment shall be made 1) at the beginning of each fiscal year or 2) at the beginning of each quarter during each fiscal year covered under this agreement. Please provide rates for each option. However, it is understood that the County shall have the right to terminate the policy at the end of any fiscal year if the Commissioners' Court of the County does not appropriate monies sufficient to pay the premium for the next fiscal year.

INSURANCE COVERAGE SUMMARY & PROPOSAL QUESTIONNAIRE

Williamson County desires proposals for insurance coverage that is equally as “broad” (or broader) than similar to the coverage now in force. The coverage presently in force is summarized on the following pages in a “table” format.

The Texas Association of Counties has provided the County’s Property and Casualty Insurance coverage since 2003.

Please review the information provided below before reviewing or completing the following Proposal Questionnaire.

1. The Proposal Questionnaire serves four basic purposes.
 - First, it provides proposers with details about the coverage currently in force.
 - Second, the Questionnaire provides the proposer with a format to be used in detailing the proposed coverage (including coverage options.)
 - Third, the completed Questionnaire will be used in evaluating the proposals (Therefore, completion is mandatory.)
 - Fourth, the Questionnaire submitted by the successful proposers will be compared to the insurance policies ultimately issued to make certain that the policies agree with the Proposal Questionnaire.
2. It is estimated that a person who is familiar with the coverage that is being proposed can complete the Proposal Questionnaire in 2 hours.
3. You may complete the Questionnaire by hand. It is not necessary to type the responses.
4. The proposal must include a true and exact copy of the policy language, which is being proposed (including all endorsements, terms and conditions.)
5. When available, please attach complete copies of the underwriter’s “quote” sheet(s).
6. Please attach any additional proposal material that you care to provide with the Proposal Questionnaire.
7. The layout of the Proposal Questionnaire only accommodates a quote for one premium and one deductible option per line of coverage. If you plan to offer several deductible options, we suggest photocopying the appropriate pages within the Proposal Questionnaire and providing the deductible option and resulting premium on the reproduced pages.
8. Proposers are asked to use the “Premium and Policy Period” portion of each insurance coverage section to provide pricing for coverage similar to the coverage now in force (i.e., “base quote”). The “Options” portion of each coverage section should be used to provide additional pricing for each proposed option. When providing the pricing for each proposal “Option”, provide only the additional cost or credit. For example, if you are quoting a 20/40/15 Uninsured/Underinsured Motorist limit within the premium quoted on the base quote and also quoting an option to increase the \$20/40/15 base limit to \$100,000, please use the “options” section of the form to indicate the additional premium increase above the 20/40/15 limit for the \$100,000 limit, as opposed to using the Options section to reflect the entire premium for \$100,000 limits.
9. Quoted premiums must include any applicable surplus lines and/or fees.
10. Prices quoted must be net of commissions, complete, including any applicable premium taxes, and firm for the length of the contract. All premium taxes must be broken out of the total and specifically noted. If a broker/consultant wishes to include a fee in the total fixed price amount proposed, that fee will also need to be broken out of the total and specifically noted.

Please contact Christi Tredemeyer if you have any questions regarding the completion of the Proposal Submittal Questionnaire. (512-943-3291, ctredemeyer@wilco.org).

Questionnaire Key:

RFP = Request for Proposals
BI = Bodily Injury
PD = Property Damage
N/A = Not Applicable

Incl or I= Included
NI or Not Incl = Not Included
E = Excluded
NE = Not Excluded

Proposal Requirements	
1.	Have you enclosed true and exact copies of proposed policy language in each copy of your proposal (including all endorsements, terms and conditions, not required to complete declaration pages and schedules)?
2.	Reminder: Attach a listing of references
3.	Do proposing insurers satisfy the Insurer Eligibility provisions of the RFP?
4.	Rates are guaranteed for what period of time?
5.	Does the insurer agree to provide loss runs?
6.	Does the agent/brokers who will service the proposal meet the requirements?
7.	In the space below, detail all "Supporting Coverage's Requirements"
8.	Have you attached a copy of the insurer's criteria for excluding drivers?
9.	Have you attached copies of the underwriter's quotations?
10.	Have you completed and included the "Williamson County Proposal Form"?
11.	Have you completed and included the "Automobile Liability & Physical Damage Proposal" Form?

Automobile Liability & Physical Damage Proposal

Proposing Insurer: Current A.M. Best Rating Level (ie., A-):
Current A.M. Best Financial Size (ie., XV):
Admitted/Non-Admitted in Texas:

DESCRIPTION	TAC Property & Casualty Self-Insurance Fund Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Liability Limit (Symbol 01 - Any Auto), including hired or borrowed auto liability based on an "if any basis" and non-ownership liability	\$ 100,000BI each person \$ 300,000BI each accident \$ 100,000 PD each accident		
Collision (provide quotes for \$500, \$1,000, & 1% deductibles)			
Comprehensive (provide quotes for \$500, \$1,000, & 1% deductibles)			
Garagekeepers Liability	Refer to Property Insurance Form		
Out-of-State Liability Limits	\$1,000,000 CSL		
Towing, PIP, Auto Medical Payments,	NI		
Uninsured/Underinsured Motorists (all scheduled vehicles)	20/40/15		
Supplementary Death Benefits	\$10,000		
Non-Owned Automobile Liability	I		
Employees as Insureds endorsement (Form TE 9933 or its equivalent)	NI		
Mexico Coverage – Limited	I		
Pollution Liability - Broadened Coverage (TE 9948-A)	NI		

Care, Custody & Control Exclusions N/A to property damage of Williamson County passengers	NI		
World-wide territory for short-term Hired Car Physical Damage coverage	NI		
Waiver of Physical Damage deductible for repaired glass damage	NI		
Insurer will not waive sovereign immunity as a defense	I		
Waiver of Mechanical Breakdown exclusion for the accidental discharge of an Airbag (\$1,000 limit/vehicle)	NI		
Liability "Insureds" includes the County, officials, employees & volunteers	I		
Waiver of Physical Damage exclusion for permanently installed audio, video, electronic equipment	NI		
Bodily Injury to any volunteer firefighter or volunteer worker of the insured if sustained in volunteer firefighting rescue squad or ambulance corps operations of the insured, including Bodily Injury to fellow volunteers	NI		
Fleet Automatic Physical Damage (subject to new autos or autos which replace autos previously covered by Physical Damage which are reported within 30 days)	NI		
Certified Acts of Terrorism	Not specifically addressed in policy other than an exclusion for war, insurrection, rebellion, revolution		

Non-Certified Acts of Terrorism	Not specifically addressed in policy other than an exclusion for war, insurrection, rebellion, revolution		
Property damage liability for property owned or transported by a covered person or in a covered person's or the County's care, custody or control.	NI		
Medical services professional liability with respect to EMS vehicles and their crew	NI		
Waiver of the Fellow Employee Exclusion	NI		
Government Units (Form TE 9980B or its equivalent)	I		
Reimbursement of personal auto insurance physical damage when an employee's vehicle is damaged while being used on County business (provide quote for up to \$500 deductible)	I		
Broadened definition of "bodily injury" to include shock, mental anguish, mental injury & damages for care or loss of service.	NI		
Airbag coverage for vehicles protected by collision coverage	NI		
Personal effects coverage limit in the event of vehicle theft	NI		
Foreign/Domestic Terrorism	E		
<i>Automobile Deductibles</i>			
DESCRIPTION	Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS

Bodily Injury/Property Damage Liability	\$1,000		
Automobile Premium & Policy Period			
Annual Premium for Liability and 20/40/15 uninsured/underinsured coverage outlined above (including Auto Theft Fee)	\$ 162,771		
For informational purposes only, annual premium for Uninsured/Underinsured coverage outlined above without Liability and without Auto Theft Fee	N/A		
For informational purposes only, annual premium for Liability coverage outlined above without Uninsured/Underinsured and without Auto Theft Fee	N/A		
Policy Period	10/1/10-11		
Subject To			
Is Premium subject to audit?	Yes		
Will Premium be subject to the 10/1/10 Experience Modifier?	N/A		
Underwriter's Conditions			
Automobile Options			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium or "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed or "Included" if coverage is provided at no change in the premium provided above).
Specified Perils coverage on all 2009 and 2010 models, other than trailers	\$		

Collision coverage on all 2008, 2009, AND 2010 models, other than trailers, \$1,000 deductible	\$		
Specified perils coverage on all 2009 and 2010 models, other than trailers			
Comprehensive coverage on all 2008, 2009, AND 2010 models, other than trailers, \$1,000 deductible			
Physical Damage coverage includes Hired Cars (\$50,000 max., excess basis, including Loss of Use up to \$500/accident)	\$		
Fleet Automatic Physical Damage (subject to new autos or autos which replace autos previously covered by Physical Damage which are reported within 30 days)	\$		
Reimbursement of personal auto insurance physical damage when an employee's vehicle is damaged while being used on County business (provide quote for up to \$500 deductible)	\$		
Property damage liability for property owned or transported by a covered person or in a covered person's or the County's care, custody or control.	\$		
Waiver of Fellow Employee Exclusion	\$		
Waiver of Physical Damage deductible for repaired glass damage	\$		
Personal effects coverage limit in the event of vehicle theft (\$250)	\$		

Bodily Injury to any volunteer firefighter or volunteer worker of the insured if sustained in volunteer firefighting rescue squad or ambulance corps operations of the insured, including BI injury to fellow volunteers	\$		
Broaden definition of "bodily injury" to include shock, mental anguish, mental injury & damages for care or loss of service.	\$		
Waiver of physical damage Mechanical Breakdown exclusion for the accidental discharge of an Airbag (\$1,000 limit/vehicle)	\$		
Provide Flat Premium Basis, no additions, deletions or Final Audit	\$		
Provide physical damage coverage for autos hired or borrowed by an insured on County business	\$		
"Employees As Insureds" endorsement (TE9933 or its equivalent)	\$		
Broadened pollution liability (TE9948-A or its equivalent)	\$		
Physical Damage coverage for the "Extra Expense" of returning a stolen private passenger vehicle (up to \$50/day, maximum of \$1,000)	\$		
Uninsured/underinsured Motorists limits at \$100,000 CSL			
Other (Explain)	\$		

ATTACHED SCHEDULES:

County Historical Premiums and Claims

Exhibit A - Auto Liability Uninsured Motorist Vehicles List

Exhibit B - Auto Physical Coverage Vehicles List

Exhibit C - Comprehensive and Collision Coverage Vehicles List

Exhibit D - Equipment List – Trailers

CONTACT THE PURCHASING DEPARTMENT FOR COPIES OF THE FOLLOWING:

Exhibit E - County Driver's List

Exhibit F - Auto Liability Loss Run for Period 10/01/2007 thru 05/31/2010

Contact: Kerstin Hancock
512 / 943-1546
khancock@wilco.org

WILLIAMSON COUNTY PROPOSAL FORM

**VEHICLE INSURANCE
FOR WILLIAMSON COUNTY**

PROPOSAL NUMBER: 11WCAP106

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Location address (if different from mailing): _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL