

EDCO COLLABORATIVE
REQUEST FOR PROPOSALS
TRUSTEE SERVICES

EDCO Collaborative and the EDCO Collaborative Retiree Health Insurance Trust (the “Trust”) proposes to contract with a qualified person or firm for the provision of TRUSTEE SERVICES to the Trust, according to specifications.

Proposers must submit separate sealed price and non-price (technical) proposals by 2:00 p.m. EDST on December 3, 2021, to: EDCO Collaborative, electronically to Cyndy Taymore via email at: ctaymore@edcollab.org . In addition, the proposer must submit a non-price (technical) proposal electronically to Cyndy Taymore via email at: ctaymore@edcollab.org by 2:00 p.m. EDST, on December 3, 2021. The clock in the office of Cyndy Taymore shall be considered official. No late proposals shall be opened or accepted.

Questions regarding this RFP should be directed to Marc Richard at mrichard@edcollab.org.

EDCO Collaborative, as the awarding authority, reserves the right to accept any proposal or portion of a proposal, waive any informality in a proposal, investigate the ability of the Proposers to honor a proposal, reject any and all proposals, and award all contracts as shall be considered in the best interest of the Trust.

EDCO COLLABORATIVE

Request for Proposal

TRUSTEE SERVICES

I. INTRODUCTION:

EDCO Collaborative and the EDCO Collaborative Retiree Health Insurance Trust (the “Trust”) is issuing a Request for Proposals (“RFP”) for Trustee Services.

The EDCO Collaborative is an educational collaborative, formed under Massachusetts law, 40 MGL 4E, that is comprised of 16 urban and suburban school districts serving the greater Boston area and beyond. It is governed by a board of directors comprised of superintendents and school committee members representing member districts. EDCO has closed its programs and services as of June 2021, and will be closing as an organization on June 30, 2022.

The EDCO Collaborative currently is responsible for reimbursing part of the health insurance of its retirees. After EDCO dissolves, it desires to continue to partially fund retiree health insurance through a trust administered by the Proposer (the “EDCO Collaborative Retiree Health Insurance Trust”) and pursuant to a plan administered by a Plan Administrator (“Plan”).

EDCO is seeking separately submitted price and non-price proposals from responsible, eligible, and responsive proposers for Trustee services as set forth in the description below.

The purposes of the Trust, among others, are to collect, hold, manage, preserve, and to pay to and/or provide employees, retired employees, and their dependents, medical, surgical, hospitalization and similar forms of health coverage, including but not limited to prescription drug coverage and coverage complementing/supplementing Medicare.

Currently, there are approximately fifty-five subscriber contracts, including retirees, covered under the Trust.

PROPOSAL SCHEDULE:

RFP SCHEDULE

Issued:	November 12, 2021
Written Questions due:	November 19, 2021
Submittal deadline:	December 3, 2021

II. PROPOSAL PROCEDURE:

Designated Contact: Prior to receiving a copy of this Request for Proposals (hereinafter “RFP”), a Proposer is requested to provide to EDCO’s designated contact the following information:

Name
Address
Phone Number
Fax Number
Email Address

The person listed above shall be the designated contact for the Proposer. All correspondence from EDCO will be to the designated contact of the Proposer. EDCO will endeavor to submit all responses via email. However, EDCO reserves the right to submit correspondence relative to this RFP in any manner it deems appropriate.

No proposal shall be considered from any person who has not registered in the manner required by this RFP.

All questions or comments relative to this RFP shall be in writing and shall be directed to EDCO’s designated contact described above. Any changes in the requirements of this RFP will be issued via addendum. All addenda will be sent via email to the addresses provided by the Proposers. EDCO reserves the right to send addenda by a method other than email. EDCO shall offer all proposers equal access to information.

Proposers must acknowledge in their submission that they have received any addenda issued pursuant to this RFP. All addenda will be numbered in the following format: Addendum 1, Addendum 2, etc. Proposers shall submit a statement which will acknowledge receipt of all addenda issued and which will list each addendum separately. Failure of a proposer to acknowledge addenda shall be grounds for rejection; however, unless otherwise provided by law, failure to acknowledge addenda shall not automatically result in rejection.

Proposers should be aware that any response by EDCO to any written question or comment submitted by any Proposer will be answered by responding to all registered Proposers. All questions or comments on this RFP must be submitted to EDCO’s designated contact on or before **2:00 P.M. local time. on Friday, 11/ 19, 2021.** No questions or comments shall be accepted after this date and time.

EDCO further reserves the right to waive any minor informality as defined in Massachusetts General Law Chapter 30B in any proposals received.¹ The determination as to whether or not to make an award as a result of this RFP shall be at the sole and absolute discretion of EDCO.

Proposers must submit separate sealed price and non-price (technical) proposals by 2:00 p.m. EDST on Dec 3, 2021, to: EDCO Collaborative, electronically to Cyndy Taymore at ctaymore@edcollab.org. In addition, the proposer must submit a non-price (technical) proposal electronically to Cyndy Taymore at ctaymore@edcollab.org_by 2:00 p.m. EDST, on Dec 3,

¹ Massachusetts General Law Chapter 30B, §2 states that minor informalities are “minor deviations, insignificant mistakes, and matters of form rather than substance of the [proposal] . . . which can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body.”

2021. The clock in the office of Cyndy Taymore shall be considered official. No late proposals shall be opened or accepted

Technical proposals will be evaluated without knowledge of prices by a subcommittee of EDCO Collaborative. Once the evaluation is complete, price proposals (submitted in a separate email) of only those proposals deemed Advantageous will then be opened. The Committee will determine the most advantageous proposal after taking into consideration the evaluation of technical proposals made by the committee together with a consideration of prices.

EDDCO will likely make an award(s) based upon review of the proposals as submitted including verification of references. However, if interviews are required to distinguish between finalists, proposers may be invited to make a presentation before the Committee.

EDCO reserves the right to reject any and all proposals or to award coverage in the manner deemed in the best interest of the Trust.

Proposals may be held open for a period of ninety days after the proposal submission date unless award is made sooner or the time for award is extended by consent of all parties concerned.

The successful Proposer shall be required to enter into an agreement which shall incorporate and be subject to all of the requirements contained in this RFP. Proposer's submission of a proposal in response to this RFP shall constitute its acceptance of all terms and conditions. A draft of the proposed Agreement contemplated under this RFP is attached as Appendix D. A Proposer may submit any alternative plan for providing said services, including alternative terms and conditions for a proposed Agreement.

It is the responsibility of each Proposer to examine the terms and conditions of this RFP. Failure to do so shall be at the Proposer's own risk. EDCO will assume that the Proposer has made a full investigation so as to be fully informed to the extent and character of the requirements of this RFP. No warranty is made or implied as to the information contained in this document. EDCO does not guarantee the accuracy of any information incorporated by reference.

Any proposal designated by the Selection Committee as the apparent winning proposal shall be subject to a vote of EDCO and the execution of a written agreement. Failure to achieve a vote of EDCO authorizing a written agreement pursuant to this RFP or the failure to agree on mutually acceptable terms of an agreement will void any designation by the Selection Committee of an apparent winning proposal. EDCO shall have sole discretion in determining whether the parties are unable to reach an agreement on the mutually acceptable terms of a written agreement pursuant to this RFP.

EDCO reserves the right to cancel this RFP, or to reject any and all proposals, or any portion of any proposal, received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of EDCO. Proposers acknowledge that EDCO shall not be liable for any fees incurred in the preparation of their proposal.

To be considered responsible, responsive, and eligible, each proposer shall submit a proposal that contains information regarding its background and general experience, which includes but is not limited to the following:

1. Prior Trustee services provided to public sector entities;
2. The firm's size, in terms of employees and number of offices;
3. The ownership structure of the firm;
4. The number of years the firm has been providing Trustee services, including the years providing such services to public sector or tax exempt clients;
5. The operational structure of the firm;
6. A description of any personnel changes in senior management or administration, including layoffs or new hires in the last two (2) years;
7. The identity of the specific staff that shall be assigned to this Agreement with their resumé or a complete description of their background, education, and experience;
8. The name, address, telephone number, and years for which the firm has worked. Please provide at least three (3) other client references that EDCO may contact;
9. Any assistance that the firm shall require from EDCO in order to perform the services contained in this RFP;
10. A plan for the transition to this new agreement, specifically referencing the steps to be taken to secure the EDCO trust during any transition period;

11. A plan to appoint a successor trustee in the event your company is unable or unwilling to carry out the task;
12. Any other information you feel is relevant to your qualifications to perform the services required by this RFP and which is not otherwise requested or required herein.

If the Selection Committee requires clarification or additional information, the request will be communicated to the designated contact of the Proposer by the Executive Director. The Selection Committee reserves the right to interview one (1) or more Proposers to seek clarification during the evaluation process.

The Selection Committee will review the non-fee proposals and provide ratings based on the criteria contained in this RFP. After this review is complete, the Selection Committee will assign each proposal a composite rating. Upon the completion of the composite rating by the Selection Committee, the Executive Director will open the fee proposals.

The Executive Director will select the most advantageous proposal from a responsible, responsive, and eligible proposer, based on the ratings and written evaluation of the Selection Committee and the cost proposals. The most advantageous proposal may not be the lowest cost proposal. The proposal selected will be that which provides the best combination of quality and price for EDCO.

The Executive Director will submit the selected proposal to EDCO and will provide a report to EDCO on the selection process. EDCO reserves the right to interview any Proposer for any purpose during this evaluation process. Further, EDCO reserves the right to seek clarification on any aspect of any proposal as part of their review. No agreement for services under this RFP shall be executed until such agreement is authorized by EDCO. EDCO reserves the right to reject at its sole discretion any and all proposals received prior to or after receiving the evaluation of the Selection Committee and the recommendation of the Executive Director.

III. QUESTIONS:

Any questions pertaining to the Request for Proposal are to be submitted in writing and directed via email to Marc Richard at mrichard@edcollab.org. All questions are to be submitted by Nov 19, 2021, 2:00 p.m.

Any information prepared in response to a question(s) will be furnished to all prospective bidders as an Addendum to the Request by email.

IV. CONTRACT PERIOD:

The terms of this contract will begin on July 1, 2022 and shall remain in effect until all benefits are paid to beneficiaries and the trust is exhausted, or alternatively until all beneficiaries are deceased. The length of this Agreement is in the best interests of EDCO as EDCO will cease to function as of June 2022.

V. GENERAL TERMS AND CONDITIONS:

- 1) EDCO and The Trust as the awarding authority, reserves the right to accept any proposal or portion of a proposal, waive any informality in a proposal, investigate the ability of the proposer to honor a proposal, reject any and all proposals, and award all contracts as shall be considered in the best interest of the Trust.
- 2) To receive the most favorable consideration, your proposal should adhere completely to the specifications. Any deviation from these specifications shall be noted as an exception and the reasons for deviating shall be explained, indicating the advantage to the Trust of such deviation.
- 3) An award to the Proposer may be cancelled if the proposer shall fail to perform the services in accordance with these specifications.
- 4) Attention of proposer is called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract that the proposer must ensure that the employees and applications for employment are not discriminated against because of race, color, religion, sex, or national origin under Executive Order 11246, as amended and will not discriminate on the basis of disability, veteran's status, gender identity, marital status, pregnancy, genetic status, or sexual orientation, provided that this not include persons whose sexual orientation involves minor children as the sex object .
- 5) The successful candidate shall comply with all applicable Federal and State laws.
- 6) Transfer or Subcontract: No assignment, transfer, sub-contract or hypothecation of the operations agreement may be made, unless pursuant to the terms of the Trust.
- 7) The Trustee may be removed upon 30 days' notice, if the candidate fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies, or procedures affecting this agreement.
- 8) Indemnification Clause: The Proposer acknowledges and agrees that as an independent contractor for all services provided under this contract, Proposer is responsible for any and all acts of its employees, agents and subcontractors. The Proposer agrees, therefore, to indemnify, defend, and hold harmless, the Trust, its agents, employees, Trustees, and assigns, from and against any and all claims, suits, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, the performance of the services to be performed under this contract caused in whole or in part by any negligent or willful act or omission by the Proposer, its employees, agents, or subcontractors. In the event of a conflict, this clause is subordinate to indemnification provisions in the Trust Agreement.
- 9) Award of Contract: The contract will be awarded to the bidder(s) determine the most advantageous proposal from a responsible and responsive offeror taking into consideration

price and the evaluation criteria set forth in the request for proposals, which complies with all provisions of this request for proposal provided the bid price is reasonable and it is to the interest of the Trust to accept it. The Trust reserves the right to award the contract to one bidder who can best perform the Trustee Services.

- 10) Selection of the most advantageous offer requires comparative judgments of factors in addition to price, including the qualifications of the Proposer in the fields trustee services, because the Trust must act in the best interest of its participants, which requires a weighing of qualifications with price. Therefore, the Trust is requesting only sealed bids.
- 11) The Proposer shall maintain workers compensation, errors and omissions and liability coverage and that such coverage shall be applicable to the Proposer's actions under this RFP and Agreement, as outlined in the attached contract.

VI. SCOPE OF SERVICES: TRUSTEE SERVICES

The Trustee will provide the following services to the Trust.

1. **Operate in Accordance with Law:** The Trustee shall abide by all provisions of Massachusetts trust law and shall provide Trustee services in compliance with the terms of the applicable Trust (attached as exhibit 2).
2. **Loan Restriction:** An individual trustee shall not loan funds to himself, his relative, employer, employee, partner, or business associate.
3. **Purchase and Sale of Property:** An individual trustee shall not directly or indirectly buy or sell property from the trust from or to himself, his relative, employer, employee, partner, or business associate.
4. **Clear and Accurate Account:** A trustee has a duty to keep and render clear and accurate accounts of the administration of the trust. At least once a year, the trustee must render a clear and accurate account covering his administration for the previous year.
5. **Duty to Furnish Information:** A trustee shall furnish to a beneficiary upon his request at reasonable times complete and accurate information as to the nature and amount of the trust property and permit him or a person duly authorized by him to inspect the subject matter of the trust and the accounts, vouchers, and other documents relating to the trust.
6. **Prudent Administration:** A trustee shall administer the trust as a prudent person would administer it. In satisfying this standard, the trustee shall exercise reasonable care and skill considering the purposes, terms, distributions, requirements, and circumstances of the trust.
7. **Years of Administration:** This contract shall extend until a) the trust runs out of funds or b) until the last participant listed in Appendix A of the attached Plan document is deceased.
8. The Trustee shall invest the plan's assets held by the trust, in accordance with all applicable fiduciary standards, and shall administer the payment of plan assets to the appropriate providers in fulfillment of the plan's obligations.

9. The Trustee shall report to the Plan Administrator and cooperate with the Administrator in the provision of plan benefits to beneficiaries.
10. The Trustee shall cooperate with all beneficiaries and regulatory authorities in providing timely trust information.
11. The Trustee shall as necessary hire and retain professionals and administrators in administration of the plan and the trust.
12. The Trustee shall locate a successor trustee to take over the work of the Trustee in the event the Trustee is unable or unwilling to continue in the role of Trustee.

VII: FEE:

Quote an annual total percentage fee on ATTACHMENT 11 for completing all requirements outlined in the Scope of Services.

VIII: SUBMISSION REQUIREMENTS:

In order to be considered a responsive and responsible Proposer, you must submit/provide the following

- A cover letter which includes: Firm name, address, telephone number and date established.
- Names of office principals and their experience in providing plans of the type described in this RFP
- The name of the account executive who will service the Trust's account, including that individual's experience and qualifications, current job functions (including other accounts to which they are committed), and office location. Furnish brief resumes (not more than two pages long) for all key personnel assigned to this account; include these as an appendix, not in the body of the proposal.
- A description of how you will handle the procurement of insurance.
- Disclosure of any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending mergers that may affect your firm's ability to perform contractually.
- Description of how your organization is properly licensed, bonded and/or insured. A performance bond issued by an insurance carrier acceptable to the Trust will be required in the amount of \$200,000, prior to execution of a contract.
- References of five (5) clients of similar or larger size to this Trust that firm has successfully provided similar services within the past five years. The Trust will verify references.

- Identify all lost or terminated accounts within the past five years. For each account, describe the services your firm provided, and state the reason(s) for the end of your working relationship.
- Describe your firm’s policy on accepting contingent commissions, or any other sources of income, revenue, consideration, compensation or overrides, in connection with services provided to your clients. Describe your firm’s disclosure policy and please disclose any financial arrangement, fee, commissions you currently receive from any broker or insurance company conducting business in Massachusetts for health insurance.
- A description of your experience providing trust services to a self-funded or partially self-funded health plan.
- A description of your experience overseeing investment matters for a public sector trust
- Describe in detail your system and processes in regard to guarding the confidentiality of our medical records, specifically as such systems and processes pertain to HIPAA compliancy.
- Please describe your company’s existing policy regarding how it would address the issue of locating a successor trustee if your company goes out of business or is no longer able to operate as trustee for any reason. Alternatively, please propose how you would locate a successor trustee if your company does not currently have a policy in place.

IX: MINIMUM QUALIFICATIONS:

- 1) The proposal must be complete, must be submitted on or prior to the submission deadline, and must contain, at a minimum all the required elements of a proposal package as delineated above under Section VIII, “Submission Requirements”. Failure to meet any submission requirement, including but not limited to, separating the non-price proposal from the price proposal shall result in rejection of the proposal package.
- 2) A minimum of ten years’ experience providing trustee services to a minimum of five similar or larger size organizations of which one must be a public or quasi-public health benefits purchasing group.
- 3) A minimum of ten years’ experience providing trustee services to a minimum of five self-funded organizations in similar size or larger size organizations of which one must be a public or quasi-public health benefits purchasing group.

X. EVALUATION CRITERIA

The Trust will appoint a Committee to review each proposal for the purpose of recommending a Proposer to be awarded a contract.

The Committee will evaluate the technical proposals based on the criteria herein with a rating of Highly Advantageous, Advantageous or Not Advantageous. Each being as follows:

1. Highly Advantageous: This represents a response that exceeds the evaluation standard specified.
2. Advantageous: This represents a response that satisfies the evaluation standard specified.
3. Not Advantageous: This represents a response that fails to meet the standard for a satisfactory response to the RFP.

XI: COMPARATIVE EVALUATION/SELECTION CRITERIA

The criteria that will be used for comparative evaluation purposes are the following:

1. Quality of references: Reference checks will be performed to evaluate the special skills, relevant expertise, the quality of past performance in comparable projects, and the ability to perform tasks assigned in scope of services in a timely and accurate manner of the prospective contractor.
2. History and experience of working with similar or larger entities with special attention to Massachusetts purchasing groups.
3. History of working with self-funded organizations of similar or larger size.
4. History of bidding, securing and managing insurance.
5. Quality and experience of account manager/staff designated to service the Trust.

Criterion: Quality of References:

Highly Advantageous: References confirm the proposer exceeds the necessary skills and relevant experience to complete the scope of services required.

Advantageous: References confirm the proposer meets the necessary skills and relevant experience to complete the scope of services required.

Not Advantageous: References do not confirm that proposer meets or exceeds the necessary skills and relevant experience to complete the scope of services required.

Criterion: History and experience:

1. Highly Advantageous: Proposer has 15 or more years' experience providing trustee services.
2. Advantageous: Proposer has ten or more years' experience providing trustee administration services.
3. Not Advantageous: Proposer has less than ten years of experience providing trustee services.

1. Highly Advantageous: Proposer has trustee experience with at least 10 similar or larger size organizations.

2. Advantageous: Proposer has trustee experience with at least five similar or larger size organizations.
 3. Not Advantageous: Proposer has trustee experience with less than five similar or larger size organizations.
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1. Highly Advantageous: Proposer has trustee experience with at least five public or quasi-public health benefits purchasing groups.
 2. Advantageous: Proposer has trustee experience with at least one public or quasi-public health benefits purchasing group
 3. Not Advantageous: Proposer does not have trustee experience with one public or quasi-public health benefits purchasing group premium.

Criterion: History/Experience of working with self-funded organizations of similar or larger size.

Highly Advantageous: Proposer has a minimum of fifteen years Trustee experience to at least ten self-funded or partially self-funded organizations in similar size or larger size organization, of which five is/was a public or quasi-public health benefits purchasing group.

Advantageous: Proposer has a minimum of ten years Trustee experience to at least five self-funded or partially self-funded organizations in similar size or larger size organization, of which one is/was a public or quasi-public health benefits purchasing group.

Not Advantageous: Proposer has less than ten years Trustee experience to at least five self-funded or partially self-funded organizations in similar size or larger size organization, one of which is/was a public or quasi-public health benefits purchasing group.

Not Advantageous: Proposer has at least ten years Trustee experience to a self-funded or partially self-funded organization but less than five self-funded or partially self-funded organizations in similar size or larger size organization, one of which is/was a public or quasi-public health benefits purchasing group.

Not Advantageous: Proposer has a minimum of ten years Trustee experience to at least five self-funded or partially self-funded organizations in similar size or larger size organization, but no experience with a public or quasi-public health benefits purchasing group.

Criterion: History/Experience of bidding, securing and managing specific and/or aggregate stop loss insurance

Highly Advantageous: Proposer has a minimum of fifteen years' experience bidding, securing and managing insurance in excess of \$2,000,000 in annual premium.

Advantageous: Proposer has a minimum of ten years' experience bidding, securing and managing insurance in excess of \$2,000,000 in annual premium.

Not Advantageous: Proposer has less than ten years' experience bidding, securing and managing insurance in excess of \$2,000,000 in annual premium.

Not Advantageous: Proposer has a minimum of ten years' experience bidding, securing and managing insurance but less than \$2,000,000 in annual

Criterion: Quality and Experience of account manager:

Highly Advantageous: Proposer has demonstrated that account manager/staff designated to service the Trust has at least seven years trust administration experience with Massachusetts public employers.

Advantageous: Proposer has demonstrated that account manager/staff designated to service the Trust has at least five years trust experience with Massachusetts public employers.

Not Advantageous: Proposer has demonstrated that account manager/staff designated to service the Trust has less than five years trust administration experience in Massachusetts or has five years trust administration experience but not with Massachusetts public employers.

Attachment 1

Evaluation/Selection Criteria Questionnaire-Trustee Service:

1. Please list five references from current client list (Organization name, Location, Client Contact Name, Title and Telephone Number, No. years providing service, Start/End Dates of Contract)

Reference 1

Reference 2

Reference 3

Reference 4

Reference 5

2. Does your firm have ten years of trustee experience with organizations of similar or larger size?

Yes

No

3. (omitted).

4. Does your designated account manager have more than five years trustee experience with Massachusetts Employers?

Yes

No

5. Does your firm have ten years of trustee experience to at least five self-funded or partially self-funded organizations of similar or larger size of which one is/was a public or quasi-public health benefits purchasing group?

Yes

No

a. If yes, list the name and location of the health benefits purchasing group and contact person:

Name and location:

Contact Name:

Title _____

Tele:

Name and location:

Contact Name:

Title _____

Tele:

Name and location:

Contact Name:

Title _____

Tele:

Name and location:

Contact Name:

Title _____

Tele:

Name and location:

Contact Name:

Title _____

Tele:

6. Does your firm have a minimum of ten years' experience bidding, securing, and managing insurance in excess of \$2,000,000 in annual premium?

Yes _____ No _____

a. If yes, please list five organizations your firm secured insurance for and the total annual premium.

1. _____

Annual Premium:

2. _____

Annual Premium:

3. _____

Annual Premium:

4. _____

Annual Premium:

5. _____

Annual Premium:

ATTACHMENT 2

1. How many years has the proposer been in business under the name in which its representatives propose to execute this Contract?

2. Supply the name and complete business address of any individuals in candidate's organization to whom all notices shall be sent:

3. If an individual(s), please provide the full names and addresses of all persons interested in this proposal: (Give first name and last name in full)

4. If a partnership, give the name and title of all partners or all officers of the corporation with the address of each:

5. Has the proposer ever failed to complete any work awarded to it? If so, state when, where, and why?

6. State any additional related business experience:

ATTACHMENT 3 CERTIFICATION

Signed this _____ day of _____, 2021.

Social Security or
Federal Identification Number

Authorized Signature of Individual,
Partner, or Corporate Officer.

Print Name

Name of Corporation or Partnership
If Applicable.

THIS FORM MUST BE FILLED OUT AND RETURNED WITH PROPOSAL

ATTACHMENT 4

Certificate of Vote

At a duly authorized meeting of the Board of Directors of

_____ held on _____ it was unanimously voted to authorize

_____ , its

_____ to sign

any and all proposal and contract documents on behalf of the Corporation. I further certify that said vote remains in full force and effect and has not been rescinded or modified as of the date below.

Date:

Corporate Name

Clerk

Seal

THIS FORM MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL OFFER
(IF A CORPORATION)

ATTACHMENT 5

CERTIFICATE OF NON-COLLUSION AND GOOD FAITH

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signed this _____ day of _____, 2021.

Social Security or
Federal Identification Number

Authorized Signature of Individual,
Partner, or Corporate Officer.

Print Name

Name of Corporation or Partnership
If Applicable.

THIS FORM MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL OFFER

ATTACHMENT 6

Tax Compliance Certification

Pursuant to M.G.L. c. 62, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further certify that I am in compliance with and will remain in compliance with M.G.L. c. 268A, the Massachusetts conflict of interest law.

Signed this _____ day of _____, 2021.

Social Security or
Federal Identification Number

Authorized Signature of Individual,
Partner, or Corporate Officer.

Print Name

Name of Corporation or Partnership
If Applicable.

THIS FORM MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL OFFER

ATTACHMENT 7

CONFLICT OF INTEREST STATEMENT

The Proposer hereby certifies:

I hereby certify that the Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the MA General Laws, applies to the Proposer with respect to the transaction outlined in the RFP. I also certify that the Proposer understands that the Proposer, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer:

Address of Proposer:

Telephone Number:

By: _____
Signature

Printed name:

Printed title: __

Date:

ATTACHMENT 8

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the
_____ of the Corporation named as Proposer in the
attached Proposal; that _____,
who signed said Proposal on behalf of the Proposer was then
_____ of said corporation;
that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed,
and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Proposer:

Address of Proposer:

Telephone Number:

By: _____
Signature

Printed name:

Printed title: _

Date:

This Certificate shall be complete where Proposer is a corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

ATTACHMENT 9

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Proposer:

Address of Proposer:

Telephone Number:

By:

Signature

Printed name:

Printed title: __

Date:

ATTACHMENT 10

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Trust within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer:

Address of Proposer:

Telephone Number:

By: _____
Signature

Printed name:

Printed title: _

Date:

ATTACHMENT 11- PRICE PROPOSAL

TRUSTEE SERVICES

Except as expressly stated herein, no other fees, including but not limited to brokerage fees and non-fee compensation, will be accepted by the Trust other than those stated below.

Trustee Services

*% of Assets under
Management (per annum):

July 1, 2022– June 30, 2023	%
July 1, 2023 - June 30, 2024	%
July 1, 2024 - June 30, 2025	%

Please explain any additional fees:

*To be billed and paid monthly.

AGREEMENT

This Agreement (“Agreement”), dated as of the day of November 1, 2021, is made by and between EDCO, EDCO ADDRESS HERE, and [Contractor], a [] corporation having its principal place of business [] (“Proposer”).

WHEREAS, EDCO desires to obtain the services of a Trustee to provide superior quality service; and;

WHEREAS, EDCO issued a Request for Proposals, Trustee Services dated October 14, 2021 (“RFP”), a copy of which is incorporated herein by reference, to provide such trustee services; and

WHEREAS, the Contractor submitted a response to said RFP (“Proposal”), a copy of which is incorporated herein by reference; and;

WHEREAS, the parties desire to enter into an agreement for said trustee services under the terms thereof;

WHEREAS, EDCO is working on the trust document and reserves the right to make changes to the document, including but not limited to what occurs if there is a simultaneous vacancy with the plan administrator and trustee;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporated Documents:** The terms of the RFP and the Proposal are incorporated herein by reference. In the event that there is any conflict or inconsistency in any of the documents that make up this Agreement, the order of priority for interpretation shall be first, this Agreement; second, the RFP; and third, the Proposal. This Agreement also incorporates all relevant aspects of Massachusetts law, including but not limited to all applicable Massachusetts statutory and common law requirements applicable to Trustees. Furthermore, the EDCO Trust Agreement (attached as Exhibit --) is incorporated into this Agreement by reference, and Contractor is required to administer said Trust in accordance with the requirements of said Trust Agreement. Further, Massachusetts law as it pertains to trustee fiduciary duties applies to Contractor.

2. **Retention of the Contractor.** EDCO hereby appoints and retains the Contractor to provide (a) the trustee services set forth and described in the Scope of Services in the RFP; (b) such related services not otherwise defined as may be required to carry out the objectives set forth in said Scope of Services; and (c) its services in accordance with the requirements, duties and responsibilities set forth in the RFP as are not specifically inconsistent herewith. The Contractor hereby accepts said appointment and agrees to provide the said professional trustee services in accordance with this Agreement and any supplementary directions of EDCO or its designee.

3. **Term:**

The term of this Agreement ("Term") shall extend until a) the trust runs out of funds or b) the last participant listed in Appendix A of the attached Plan document is deceased.

4. **Termination.**

a. **Without Cause:** This Agreement may be terminated at any time without cause by EDCO upon thirty (30) calendar days written notice to the Contractor or by the Contractor upon one hundred twenty (120) calendar days written notice to EDCO or until a successor trustee is located and begins operating as trustee, whichever occurs first.

b. **With Cause:** EDCO may, by written notice of default to the Contractor, terminate this Agreement for cause in any one of the following circumstances:

(a) if the Contractor fails to perform the services in a timely and professional fashion; or

(b) if the Contractor fails to fulfill any material term of this Agreement or so fails to make progress in the engagement as to endanger performance of this Agreement; and

(c) in either of these instances if the Contractor does not cure such failure within a period of thirty (30) calendar days after receipt of notice from EDCO specifying such failure; provided however, that the Contractor shall not be in default if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of the Contractor. In the event of such termination, EDCO may, but need not, procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default EDCO may have. Contractor shall be liable to EDCO for any excess costs for such similar services.

Any termination of this Agreement shall be without payment of any penalty by EDCO.

A pro rata determination of fees, if appropriate, will be made for any period in which this Agreement has been terminated.

In the event of termination, the Contractor shall not be relieved of any liability to EDCO or the EDCO Trust for injury or damages sustained by EDCO or the Trust by virtue of any breach of the Agreement by the Contractor. In the event of termination pursuant to this section, EDCO or the Trust may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to EDCO or the Trust from the Contractor is determined.

5. **Fees and Expenses.** The Contractor will be entitled to receive from EDCO as complete compensation for services rendered hereunder the fees set forth in Fee Proposal hereto ("Fee Proposal"), and such fees will be paid by EDCO at the times and in the manner specified in the Fee Proposal. The Fee Proposal may be modified by mutual agreement of the parties in writing. The Contractor will not be paid or reimbursed for any expenses except to the extent permitted by EDCO in writing.

In no event shall the liability of EDCO in connection with this Agreement exceed the compensation provided for under this paragraph. In no event shall EDCO be liable to the Contractor for damages for loss resulting from causes beyond the reasonable control of EDCO, and in no event shall EDCO

be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive EDCO's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from EDCO.

Payment shall be made to the Contractor for work completed in accordance with this Agreement. All requests for payment shall be submitted to EDCO as an invoice.

Payment will be due sixty (60) calendar days after receipt of the Contractor's invoice by EDCO for services rendered in accordance with this Agreement. EDCO shall not make payments in advance.

If EDCO objects to all or part of any invoice, EDCO shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within sixty (60) calendar days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to EDCO's Request for Proposals, the Contractor shall take such measures only with EDCO's prior written approval. Charges for such services, with no mark-up, shall be billed directly to EDCO unless otherwise agreed upon by the parties.

Payment of the amounts due under this Agreement shall release EDCO and its officers, employees, boards, commissions, committees, agents, and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof.

No payment by EDCO to the Contractor shall be deemed to be a waiver of any right of EDCO under this Agreement or a ratification by EDCO of any breach hereof by the Contractor.

6. Services Not Exclusive. The services of the Contractor and its personnel to be provided under this Agreement are not exclusive, and the Contractor may provide services to others and engage in other activities, but the Contractor shall allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

7. Status of Contractor. Contractor is engaged under this Agreement as an independent contractor and not as an agent or employee of EDCO. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with EDCO, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension, or deferred compensation.

8. Indemnification. The Contractor agrees to defend, indemnify and hold harmless EDCO, the Trust, and its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Agreement, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or

omissions they may be liable, regarding the work to be performed by the Contractor under the Agreement, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against EDCO or the Trust and any judgment that may be obtained in any such claim or suit. This paragraph shall survive any termination or expiration of this Agreement. This paragraph is subordinate to the indemnification provisions in the EDCO Trust Agreement.

9. Insurance. The Contractor shall provide and maintain throughout the term of the Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Trustee errors and omissions insurance- \$5,000,000 each occurrence and \$10,000,000 aggregate. The EDCO Trust shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, Trustee Errors and Omissions, and Automobile Liability Insurance.
- b. All certificates and policies shall contain the following provision: “Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to EDCO before such cancellation or amendment shall take place.”
- c. Certificates evidencing such insurance in five (5) copies shall be furnished to EDCO at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against EDCO or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- d. The Contractor shall also be required to provide to EDCO with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that EDCO is named as an additional insured on each such policy.
- e. No insurance shall be obtained from an insurer which: is not licensed to sell insurance in the Commonwealth of Massachusetts; or is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
- f. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

10. Persons Authorized to Act for the Contractor. The Contractor shall from time to time certify to EDCO the name of the person or persons authorized to act on its behalf. Any person so certified shall be an authorized representative of the Contractor for purposes of this Agreement and his

authority to act on behalf of the Contractor shall continue until notice to the contrary is given by the Contractor and received by EDCO.

11. Persons Authorized to Act for EDCO. EDCO has designated the Executive Director to act on its behalf in giving instructions, directions, notices, or other communications to the Contractor. The authority of any such person to act on behalf of EDCO shall continue until notice to the contrary is given by EDCO and received by the Contractor. All oral instructions shall be promptly conveyed in writing.

12. Authority. Each of the parties to this Agreement represents that it is duly authorized and empowered to execute, deliver and perform this Agreement, that such action does not materially conflict with or violate any provision of law, rule or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation, enforceable against such party in accordance with its terms. The undersigned for each party represents that he/she is authorized to execute this Agreement on behalf of that party.

13. Communication. Any approvals, instructions, directions, notices, or other communications (other than oral instructions described in Section 11) pursuant to this Agreement shall be mailed or delivered:

a) to EDCO at:

With copies to: Felicia S, Vasudevan, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive
Suite 410
Quincy, MA 02169

b) to the Contractor at:

Name
Title
Contractor Co.
Address
Address

Either party may change the address for notices or other communications to it by written notice to the other stating the new address. Notices from either party to the other will be effective when received by the addressee.

The Contractor shall promptly notify EDCO in writing of: (1) any change in the Contractor's representations in this Agreement during the term of this Agreement; (2) any change in the senior management or material changes in ownership of the Contractor's organization; (3) any change in Contractor's senior staff assigned to the Plan; (4) any other material change in the Contractor's business activities or circumstances; (5) any action taken by the Contractor that is contrary to or inconsistent with this Agreement; and (6) the commencement by any governmental regulatory or

law enforcement agency of any investigation, examination or other proceeding directly involving the Contractor, its owners, or employees, except such investigations, examinations or other proceedings as are routinely conducted in the ordinary course of the Contractor's business.

14. **Assignment, etc.** The Contractor shall not assign this Agreement without the prior written consent of EDCO. The Contractor shall not subcontract or delegate any of the services provided for under this Agreement, in whole or in part, to any other person or entity without the prior written approval of EDCO. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement. EDCO may assign its responsibilities and rights under this Agreement to other parties, including but not limited to the EDCO Trust, without consent from the Contractor.

15. **No Waiver.** No action or failure to act by EDCO shall constitute a waiver of a right or duty afforded to EDCO under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by EDCO shall be construed as a waiver or in any way limit the legal or equitable remedies available to EDCO. No waiver by EDCO of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

16. **Personal Liability Excluded.** Neither the EDCO, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, regarding the subject matter of this Agreement.

17. **Security:** (intentionally omitted)

18. **Confidentiality Agreement:** The Contractor acknowledges that the records of the EDCO contain documents and other data which are considered under the law to be personal and confidential information which is exempt from public disclosure. Such data includes, but is not limited to, medical records, tax returns, domestic relations orders, residential addresses, telephone numbers, dates of birth, and social security numbers of members and beneficiaries of EDCO.

The Contractor acknowledges that as a Contractor/consultant providing services to EDCO, the Contractor has a duty to hold and maintain the confidentiality of all personal and confidential information pertaining to the members and beneficiaries of EDCO; and that, further, the Contractor hereby agrees that it shall hold and maintain the confidentiality of all personal and confidential information as confidential to those outside of EDCO.

The Contractor hereby agrees to indemnify and hold harmless EDCO officers, employees, boards, commissions, attorneys, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind whatsoever arising from, directly or indirectly, from the Contractor's release of personal and medical information and documents contained in the System's records and files. To the extent applicable, Contractor agrees to comply with HIPAA, the requirements of which are incorporated into this Agreement by reference.

19. **Entire Agreement/Severability/Amendment.** This Agreement and the documents incorporated by reference as stated herein set forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior or collateral agreements and representations. To the extent that there is any conflict between the Agreement and any provisions of any other document incorporated by reference, the Agreement shall prevail. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law. This Agreement may not be amended or modified except by a writing signed by both parties and upon a vote of EDCO of EDCO specifically authorizing the amendment or modification.

20. **Delays/Force Majeure.** Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume, as soon as reasonably possible, the normal pursuit of performance under the Agreement.

21. **Venue/Applicable Law.** Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

22. **Certifications.** By entering into this Agreement, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. The Contractor also certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A (b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. The Contractor also represents that, pursuant to M.G.L. c. 268A, the Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

23. **Non-Discrimination.** The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.

24. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the Contractor and EDCO have executed this Agreement under seal as of the date first above written.

EDCO

BY: _____
Executive Director

[CONTRACTOR].

BY: _____
[name/title]

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)