

Office of the Illinois State Treasurer
Michael W. Frerichs

Request for Proposals ABLE Services
370-200-16-003

Addendum 3
July 6, 2016

Below are the questions received by the Office of the Illinois State Treasurer (“Treasurer”) and the Treasurer’s responses. Any capitalized terms that are not defined herein have the meaning set forth in the Request for Proposals ABLE Services (370-200-16-003) (“RFP”) published by the Treasurer on June 8, 2016.

Appendix H Pennsylvania Terms and Conditions has been updated and provided as Attachment 1 of this Addendum.

1. The Illinois Procurement Codes as written promote and encourage the economic development of small businesses and has established goals in regard to inclusion of qualified minority firms through contract or subcontracting opportunities. Should small/diverse firms that are able to provide parts of the services being solicited, and are registered with Illinois CMS, contact bidders directly in an effort to partner? If so is the list of bidders with contact information available?

Yes, the Treasurer encourages small business and companies that are female, minority, persons with disabilities, or veteran owned or managed to partner with Respondents. At this time, the Treasurer is unaware which companies intend to submit a Proposal, however the following companies attended the Bidder’s Conference on June 21, 2016:

- A. Acensus College Savings: Rob Percival – rob.percival@ascensus.com
- B. BNY Mellon Investment Group: Doug Magnolia – douglas.magnolia@bnymellon.com
- C. Intuition Able Solutions: Nathan Groff – Nathan.groff@intuitionllc.com
- D. NorthStar Financial Services Group: Bill Wostoupal – billw@nstar-financial.com
- E. Nottingham: JoAnne Jackson – joanne.jackson@nottinghamco.com
- F. Penserra Capitals: Connie Kreutzer – connie.kreutzer@penserra.com
- G. PNC Financial Services Group: Jonathon Casiano – jonathon.casiano@pnc.com

- H. Solix: Mark Evans – mark.evans@solixinc.com
- I. TIAA: Chris Lynch – clynch@tiaa.org
- J. TSA Consulting Group: Kevin Hensley – khensley@tsacg.com
- K. Union Bank & Trust Company: Jay Steinacher – jay.steinacher@ubt.com
- L. Vanguard: Terri Luna – terri_luna@vanguard.com
- M. Xerox State & Local Solutions: Katherine Shea – Katherine.shea@xerox.com

2. There appears to be no mention of the ABLE Services contract being subject to the FAR or SCA/Prevailing Wage requirements. Please confirm.

The Federal Acquisition Regulation (“FAR”), 48 C.F.R. ch. 1; McNamara-O’Hara Service Contract Act of 1965 (“SCA”), 41 U.S.C § 6702 *et seq.* (formerly 41 U.S.C. § 351 *et seq.*) and the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, do not apply to the Agreement.

3. RFP 370-200-16-003 does not specify whether the Umbrella Contract (Agreement) is a negotiable document and the process under which the Umbrella Contract will be provided and agreed upon. Can the Umbrella Agreement be made available for review prior to proposal submission?

The Agreement is not available for review at this time, however, in general, Sections III and VIII of the RFP will be a large portion of the Agreement.

4. Is there a pro-forma Implementing Agreement to be used (and tailored as appropriate) by each consortium state? If so, can it be made available for review prior to proposal submission?

Each Member shall develop and use its own Implementing Agreement. The terms and conditions that will be in the Implementing Agreements have been provided as Appendices A through I of the RFP, however they are subject to change. Some of the Members have chosen to make these terms and conditions available by providing sample agreements.

5. There is no stated cap on liabilities (including indemnification liabilities). Additionally, the RFP states that the contractor is liable for any losses or damages sustained by any state due (in whole or in part) to the contractor’s failure to provide reasonable backup systems (in the event of a business interruption). Please confirm.

There is no stated cap on liabilities.

6. Are there specific PCI DSS requirements? If so, please advise.

Yes, there will be specific PCI DSS requirements for any debit or pre-paid cards that are offered as part of the Services. The PCI DSS compliance level will be based on the entity's classification and its risk level (e.g. annual volume of card transactions).

7. **Base Services**

- a. Please clarify the extent to which the Contractor will be expected to provide specific investment advice to Account Owners?

The Contractor will not be expected to provide individual investment advice to Account Owners. However, Contractors may need to provide broad-based educational materials/resources to Account Owners.

- b. Please provide more details regarding the obligations the Contractor must meet with regard to complying with SSA laws.

The Contractor must comply with all legal requirements set forth by the SSA. Specifically, the Contractor must comply with and assist the Members in complying—where applicable—with the temporary IRS rules outlining ABLER, as well as the procedures outlined in the SSA's Program Operations Manual System ("POMS") SI 01130.740 Achieving a Better Life Experience (ABLE) Accounts. Additionally, SSA has issued an Advanced Notification Regarding Reporting by State ABLE Programs Under Section 529A of the Internal Revenue Code (*see* 80 Fed. Reg. 77404, December 14, 2015). SSA will most likely issue additional guidance in the future. The Contractor must keep up-to-date on any SSA requirements and comply with them.

- c. Has each State determined that the aggregation of Member investments does not create any unintended conflict of interest between Members and Account Owners?

The Consortium does not believe that there will be any unintended conflicts of interest between Members and Account Owners.

- d. Does the Consortium expect a single Contractor to provide all four of the core components of the RFP, or will the Consortium consider dividing the contract services between more than one vendor?

The Members will enter into Implementing Agreements only with the Contractor for the Program. Whether the Contractor provides all four components of the Program or subcontracts portions of the Program is up to the Contractor. However, subcontractors must be

approved in advance by the Treasurer. For more information on the use of subcontractors, please see Section VIII.N of the RFP.

- e. With respect to program start-up dates, do any of the Consortium members have specific dates per their authorizing legislation by which time the ABLE program is required to be up and running?

No, there are no specific dates by which time the Program is required to be up and running for any current Member. However, some Members may proceed only with assurances that such Member's Program will launch – at least accept contributions— before the end of 2016.

- f. With respect to the Investment Management Services, please clarify the role of the Contractor in investment plan design and selection of investment options vis-à-vis that of the previously selected ABLE investment consultant? How does the Consortium envision the relationship and division of duties between the Contractor and investment consultant once the program is up and running?

The Contractor is the program manager of the plan, whereas a Member's investment consultant would provide the Member investment guidance. It is expected that the Contractor will approach the Consortium with its suggested investment plan design and selection of investments, and the Consortium will then consider those options. If a Member has an investment consultant, the consultant will merely assist the Member in considering the plan design and investment option selection, but the Member, as the plan sponsor, will maintain the final say. The Contractor shall work collaboratively with the Members and their consultants to design, implement, and monitor the plan's investments on an ongoing basis.

8. Administrative Services

- a. Please provide a more detailed explanation of the reports the Contractor will have to provide to the federal government, (this does not include filing the 5498-QA and the 1099-QA).

Beyond filing the 5498-QA and the 1099-QA, the Contractor will be expected to provide or assist the Members in providing monthly reports to SSA. Please see the answer provided to question 7.b for more detail. The reports outlined in Appendix J will be for the Members' benefit.

- b. Enrollment (page 7) - Does the state expect the Contractor to capture information to establish the beneficiary is eligible, notwithstanding the IRS Guidance stating that ABLE Programs will not need to retain or evaluate detailed medical records?

The Consortium does not expect the Contractor to obtain, retain, or evaluate any documents, including medical records, provided by the Account Owner or authorized signatory. However, as indicated in Section III.A-2.4 of the RFP, the Contractor shall be required to obtain self-reported and self-certified information from the Account Owner or authorized signatory that sufficiently establishes the eligibility of the beneficiary.

- I. Given that the 5498-QA has not been revised to address the changes in the IRS Guidance, **will the entire Consortium**, (all 10 states), take steps to encourage the IRS to update the tax form, or provide guidance stating the basis for eligibility codes, (**box 7**), will not be required for the 5498-QA filing?

The Consortium will continue to push for additional clarification from the IRS regarding forms, eligibility requirements, and other reporting needs. However, the Consortium does not believe there is a need for clarification from the IRS on box 7. As indicated in Section III.A-2.4.c of the RFP, the enrollment process shall require the Account Owner or authorized signatory to provide and certify the 5498-QA box 7 diagnosis code, which will be used to complete the 5498-QA form.

- c. Will the use of a pro-rata formula for distributions eliminate a responder to the bid from consideration?

The use of a pro-rata formula for distributions will not eliminate a Respondent from consideration.

- d. Will the State provide detailed program information to the Contractor in order to create the Program Disclosure?

Yes, each Member will work with the Contractor to provide the best possible Program information for use in creating the Program Disclosure.

- e. Is it the State's intent to charge asset based fees on the entire account or only the portion that is not invested in mutual funds?

The Consortium expects to charge asset based fees on the entire account but is open to other structures, as long as they do not violate any Member's state laws.

9. Customer Service

- a. Does the State want the Contractor to have dedicated investment advisors/broker dealers to provide customer service to Account Owners? If yes, please describe exactly what services it expects the I/A or B/D to provide.

No, the Consortium does not expect the Contractor to have dedicated investment advisors/broker dealers who provide customer service to Account Owners.

- b. Should the reference to "Vendor" in section 8 on page 13 be changed to Contractor?

Yes, the reference to "Vendor" on page 13 of the RFP should read "Contractor." Section III.B-1.8 is hereby revised as follows:

8. Correspondence – Respond to all correspondence within the performance standards specified in the Agreement. Such performance standards will be developed in consultation with the Contractor. Escalate dissatisfied correspondents to supervisors as appropriate. Retain correspondence and Contractor's responses thereto for the period set forth in the applicable Implementing Agreement. For account-specific correspondence, electronically include the communication in the account record of the subject account. Make correspondence and the responses thereto available for review by the applicable Member through remote access;

10. Outreach Market Support

- a. Please provide more details regarding the creation of the Program Brand and what the approval process will entail for each Member of the Consortium.

The Program Brand will be individualized to each Member, although the branding may be similar between Members, therefore approval will only need to be obtained from the applicable Member. For instance, when creating the Iowa ABLE brand, the Contractor would only need to obtain Iowa's approval.

11. Other

- a. Please provide "page 3 of Appendix H" - Pennsylvania - Terms and Conditions.

Please see Attachment 1 to this Addendum.

- b. Outside audits (#94, pg. 25) – Is it correct to assume the Contractor will be responsible for the cost of the audit? Can you provide any information as to which state(s) will specifically require an annual audit?

The Contractor shall be responsible for the cost of any of its internal audits. Regarding any audits performed by a state, the Contractor must fully cooperate and provide full access to all relevant materials. However, the Contractor shall not be responsible for the cost of the state-performed audits.

12. As it pertains to investment options, does the Consortium have a point of view on the use of the Contractor's proprietary products or on the use of active vs. passive investment options?

The Consortium has no preference in regards to the use of proprietary products or the use of active vs. passive investment options.

13. Are the investment options offered in the plan expected to generate revenue (i.e. via 12(b)(1) fees) to cover any expenses of either the Contractor or the Consortium?

The Consortium anticipates that revenue from the Program will eventually cover the costs of administering the Program, thereby making it self-sustaining. For 12b-1 fees in particular, the Consortium does not expect to generate revenue from said fee; instead the Consortium plans to utilize transparent asset-based or flat fees.

14. In Section IIIA (Scope of Services), item #25 indicates:

Status Calls – Participate in status conference calls with each Member at least once a month. The Consortium may request a joint status conference call with the Contractor in lieu of or in addition to individual calls with a Member. A Member may request additional calls as needed. In the event the Contractor is not the investment provider, the investment provider shall join the conference calls at least once a quarter:

From a relationship management standpoint, would the Consortium be open to appointing a single point of contact for the Contractor to work with on a day to day basis? This would streamline communication and potentially eliminate separate discussions and/or meetings with different Members on similar topics. The Contractor would recognize that certain situations will require individual conversations with Members, but as a regular course of business the Contractor would work with the single point of contact. In this spirit, monthly or more periodic calls would be established with the point of contact or group calls with all Members participating, as opposed to separate status calls with the Contractor and each Member.

No single point of contact has been designated for the Consortium in the ABLE Interstate Agreement. However, the Consortium has been designed to minimize the differences between Members in hopes of producing a Program that has fewer Member-specific

issues. Should Member-specific issues arise, they must be handled with the affected Member.

15. In order to meet the preferred launch timing of Members who offer state tax deductions for ABLE contributions while minimizing up-front implementation costs, would the Consortium consider a phased rollout whereby Members who offer tax deductions would launch before the end of 2016, and the remaining members would launch in early 2017?

The Consortium is considering several timing options for Program implementation, including a phased rollout of the Program.

16. Please elaborate on the level of customization required on marketing collateral, transactional forms, and websites between the 10 different Member states.

The marketing collateral, transactional forms, and websites will have state-specific names, photos and information, however the Consortium will permit the common information and general design of such materials to look very similar between Members.

17. Would the Consortium be willing to discuss alternative contractual arrangements to those described in the RFP? We believe it would be more difficult to achieve economies of scale and to smoothly and efficiently administer the Consortium while operating under many multiple terms and conditions, as well as potentially create conflicts of interest that may be difficult to resolve.

In order to permit each Member to utilize its own state laws and avoid potential difficulties in negotiating a multi-party agreement, the Consortium has decided to use the Agreement and Implementing Agreement method.

18. Question 60 contemplates functionality allowing a change of beneficiary through an advance directive. We ask that the Consortium please provide additional detail relating to this request so that we may provide a more responsive answer in our proposal.

Question 60 asks Respondents how they would allow Account Owners to designate a new Beneficiary, who would be assigned at the point of the Account Owner's death. For example, an Account Owner provides an advance directive that John Doe shall become the Beneficiary at the point of the Account Owner's death.

19. Question 91 asks whether you would allow for the designation of a successor Beneficiary. Please clarify whether you are asking whether we would support such a designation systematically.

Question 91 is similar to Question 60 but asks for the Contractor's opinion on providing said service, as well as what would be the

standard operating procedure for handling an account upon the death of the Beneficiary.

20. How does the Consortium envision resolving conflict among the member states? Is there a voting process, etc.?

The Consortium has established a voting process, which is set forth in the ABLÉ Interstate Agreement, entered into on January 15, 2016. The ABLÉ Interstate Agreement and its two amendments are attached hereto as Attachment 2.

21. How does the Consortium envision the process for admitting new states?

Pursuant to Section 5 of the ABLÉ Interstate Agreement, the Consortium may permit new states to enter into the Consortium, and there are several states that have expressed interest in joining the Consortium but have yet to do so officially. To date, no state has been refused entry by the Consortium.

22. Will the states seeking the master/sub-account solution be providing a legal opinion supporting the validity of such a solution in the absence of an affirmative indication from the IRS that it will permit such a structure?

At this time, a decision has not been made regarding whether a legal opinion will be sought on the validity of the master/sub account structure. This structure was proposed in comments submitted in response to the U.S. Treasury proposed ABLÉ regulations. Accordingly, the Consortium anticipates that the final regulations will address this – at least in the preamble. Until then, the Member that seeks this solution does not see anything that would prohibit it. All of the one-account restrictions (contribution limits, exchange and rollover restrictions, etc.) would apply to this function, so all of the purposes of the one-account limit would be satisfied. If the Program is launched before the regulations are final, and the final regulations prohibit the master/sub account structure, the U.S. Treasury transition rules will allow time to remedy any programs that adopt the structure.

23. Would the Consortium consider a single agreed-upon set of Performance Standards (for transaction processing, phone servicing, correspondence, etc.) which would be measured by a relative sampling of activity across all Program activity?

The Consortium is open to a single agreed-upon set of Performance Standards measured by relative sampling of activity, as long as the Consortium can set the methodology for the sampling. The preference of the Consortium is to have a complete

snapshot of the program with Performance Standards, as to avoid unwanted variance in performance review.

24. Regarding Annual Audits, would the Consortium consider one annual audit of the entire program, with Member-level data broken out as needed to satisfy individual Member audit requirements or CAFR roll-ups?

Yes, the Consortium would accept one annual audit of the entire Program with Member-level data broken out as needed to satisfy individual Member audit requirements or CAFR roll-ups, so long as all Members' legal auditing requirements are met.

25. Will non-Member state residents be allowed to enroll in the program, and be associated with a Member state depending on which Member's enrollment process they used?

Yes, non-Member state residents will be allowed to enroll in the Program and be associated with a Member, depending on which Member's enrollment process was utilized.

26. General / Overview (Page 17 – Question 11) **Seeking clarification on different languages that are required to be supported.**

The Consortium is only requiring English-speaking customer service providers for the call center. However, the Consortium is interested in the use of additional foreign languages via foreign language translation services for the call center. Regarding Question 11, the Contractor shall be required to provide access to Services and materials that comply with the Americans with Disabilities Act ("ADA"), Web Content Accessibility Guidelines ("WCAG") 2.0 (Level AA), and Section 508 of the Rehabilitation Act.

27. Administrative Services Enrollment (Page 21 – Question 55) **Seeking clarification on the master account with sub-accounts, controlled by separate authorized signatories.**

The master/sub-account section is in reference to creating accounts, under a master account with one account Owner-Beneficiary, that allow for differing authorized signatories to deposit, monitor, and withdraw funds but only with regard to the sub-account. All of the sub-accounts would be subject to the restrictions applicable to one account. An example is a divorced couple using different sub-accounts for their child to avoid having to come to a collective decision about one account. See the answer to question 31 for further clarification.

28. Administrative Services Enrollment (Page 22 – Question 56) **Seeking clarification on multiple authorized agents and different levels of account authority.**

An “authorized agent” is an individual who has been given authority by the Account Owner or authorized signatory to receive information about or take specified action on the Account Owner’s account. The account will have only one Account Owner, but the Account Owner may have one authorized signatory. The RFP asks Respondents how they would allow the Account Owner or authorized signatory to permit any number of individuals to have some degree of joint access to and/or control over the account; that is, be an “authorized agent.” For example, the Account Owner or authorized signatory might permit an authorized agent to receive information about the account by phone, receive statements, and/or make withdrawals, etc. The Account Owner and the authorized signatory would always have the ability to revoke the authorized agent’s authority.

29. Administrative Services Beneficiary (Page 22 – Question 60) **Seeking clarification of change of Beneficiary through and advance directive that takes effect at the moment before the Beneficiary’s death.**

Please see the answer provided to question 18.

30. State Administration (Page 11 – Question 26) **Frequency of asset based fees and other fee types being assessed against accounts.**

The Consortium is open to the rate at which fees are assessed. The Consortium prefers the Contractor to assess fees less often.

31. A-2-4 page 8, last paragraph. Unless prohibited by final IRS ABLE regulations, some of the Members desire the enrollment process to allow one master account tracked under the Social Security Number of the Beneficiary, with sub-accounts owned by the Beneficiary but with fiduciary responsibility of distinct authorized signatories. All sub-accounts would be subject to the single-account limitations of the ABLE Act, including, but not limited to, the annual and aggregate contribution limits, the investment direction limitation, and any federal reporting requirements. Other Members would like to adopt this structure only if and after the IRS has affirmatively indicated it will permit such a structure. Still other Members do not want to adopt this structure, even if allowed by the IRS.

a. **What is the goal of this structure? Can you provide a use case?**

The goal of this structure is to increase the amount of contributions into an account by giving parents, guardians, and those with a power of attorney control over the contributions they make personally and that others are willing to make only if that person

has signatory authority over the contributions. For example, a divorced father may be unwilling to make contributions to an ABLE account for which the mother has the exclusive signature authority. But, if each of the parents has control over the funds they contribute, they are more likely to make contributions.

b. Why do some members want this functionality and others are opposed?

The Member that wants this functionality believes it can dramatically increase the contributions into the Program. No current Member opposes another Member offering this functionality. Due to the fact that the IRS continues to issue guidance on ABLE, some Members may be interested in this functionality but would only implement it after the IRS has given its approval. Other Members may not offer this functionality, even if authorized by the IRS, due to complexity.

c. Do the multiple authorized signatories have authority only over their respective sub-account balances or over the master account balance?

Multiple authorized signatories have authority only over their respective sub-account balances.

d. What functions does this authority include at the sub-account and master account level: investment decisions, withdrawals and or other functions?

This authority would include all functions, investment decisions (within any limits on the number of different investment options one master account can have), withdrawals, rollovers, and exchanges, which would be controlled at the sub-account level. However, a sub-account may be limited in whether its direction can be carried out if other sub-accounts have already reached restricted amounts. For example, if sub-account 1 already has contributions of \$14,000 for the year, sub-account 2 cannot accept any additional contributions. Similarly, if sub-account 1 has already made two investment changes in the year, sub-account 2 will not be able to make any investment changes that year.

e. How will gifts to the beneficiary be deposited? Must they be directed to a specific sub-account?

Contributions, whether gifts or other “normal” contributions, would need to be directed to the specific sub-account.

32. Opt Out Services (Page 11-12). **Clarification of the intent of any member states to opt of services.**

There is a minority of the Consortium that would like the option to opt-out of portions of the Services, specifically the Opt-Out Services. It is also possible that no Member will opt out of any of the Services. Whether a Member opts-out of an Opt-Out Service will be addressed in the Member's Implementing Agreement.

33. I was wondering if you could share the list of attendees to the pre-bid conference.

Please see the answer provided to question 1.

TERMS AND CONDITIONS

1. Show Service Purchase Contract number on all invoices and correspondence relating to this contract. Address inquiries concerning the payment of invoices to the Comptroller.
2. The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service, and has accordingly registered with the Internal Revenue Service to make tax-free purchases under Registration [REDACTED]. No exemption certificates are required and none will be issued.
3. The Commonwealth is exempt from Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Exemption Certificates will not be issued.
4. Contractor agrees to comply with all applicable laws and regulations of the Commonwealth in carrying out this contract.
5. Contractor, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees or agents of the Commonwealth.
6. Send itemized invoices as directed on contract promptly upon service rendered. Don't include in one invoice items on more than one contract number. (Consider as one contract a consecutive series of service purchase contract forms bearing a single total and number.)
7. Questions concerning this contract should be directed to the Agency Procurement Officer. Any correspondence concerning invoices or the payment of bills should be directed to the "Bill To" address.
8. Regardless of provisions to the contrary found elsewhere in the provisions of this contract, the laws of the Commonwealth of Pennsylvania shall be used in the interpretation of this contract and shall prevail over the laws of any other state in the construction of this contract.
9. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this contract.
10. Performance of this contract is not assignable without prior written consent of the Commonwealth.
11. The Commonwealth may terminate this contract for its convenience if Commonwealth determines termination to be in its best interest. Contractor shall be paid for work completed.
12. The Commonwealth's obligations are contingent upon appropriation of funds for the contract purpose.
13. In carrying out this contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
14. This contract and/or attachments constitutes the entire agreement between the parties.
15. In the event of conflict between any of these terms and conditions and any attachment hereto, these terms and conditions shall prevail.
16. Contractor agrees to report and deliver any abandoned or unclaimed property held by Contractor or its agents, subcontractors or assignees, as defined by and in accordance with the Disposition of Abandoned and Unclaimed Property Act (DAUPA), 72 P.S. §1301.1 *et seq.* A negative report must be filed if Contractor determines, after a records review, that there is no reportable unclaimed property. Instructions and assistance in filing the report are available from the Bureau of Unclaimed Property holder hotline at **1-800-379-3999** or via e-mail at unclaimedpropertyreporting@patreasury.gov. Additional information regarding the Pennsylvania Abandoned and Unclaimed Property Program is located at www.patreasury.gov.

ASSIGNMENT OF ANTITRUST CLAIMS

Vendor and the Commonwealth recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to the Commonwealth all right, title and interest in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

CONTRACTOR RESPONSIBILITY PROVISIONS

1. Contractor certifies that it, its affiliates and subsidiaries are not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.
2. If Contractor enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the Contractor to terminate such subcontracts.
3. The Contractor agrees that it shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth which results in the suspension or debarment of the Contractor.

OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Contractor or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Contractor under this or any other contract with the Commonwealth.

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. Consent means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than 5 percent interest.
 - d. Financial Interest means:
 - (1) ownership of more than a 5 percent interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainments, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration of the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction of request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The Contractor shall cooperate fully with an annual audit conducted by the Treasury Department and any additional audits as Treasury determines necessary. The Contractor will provide the Treasury Department with copies of any audits conducted by an independent entity or other state utilizing the Wagers system.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, physical ability, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, physical ability, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, physical ability, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third-party discrimination or made a good-faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

10. Contractor's obligations under this clause are limited to Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

SOCIALLY/ECONOMICALLY RESTRICTED BUSINESS UTILIZATION

The Contractor must provide the Department of General Services, Bureau of Contract Administration and Business Development, with quarterly reports that indicate whether the Contractor utilized a Minority Business Enterprise, Women's Business Enterprise, or Socially/Economically Restricted Business for activities under this Contract during the quarter and list the names of and the amount paid to the Minority Business Enterprise, Women's Business Enterprise, or Socially/Economically Restricted Business utilized. The first such report shall be due on the 100th day after the starting date of this contract, and subsequent reports shall be due each 100th day thereafter.

NOTICE OF ELECTIONS CODE REPORTING REQUIREMENTS

The Pennsylvania Election Code provides that any business entity which has been awarded a contract on a non-bid basis by the Commonwealth shall file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of each year. The Contractor may obtain a copy of the reporting form (DSEB-504) and other information regarding this requirement from the Department of State, Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, Pennsylvania 17120 or on the web at www.dgsweb.state.pa.us/comod/campaignfinance.pdf or by phone at [REDACTED]

BUDGET IMPASSE

If the Commonwealth has not enacted an annual General Fund budget, which has been passed by the General Assembly and signed by the Governor, on or before the start of the new fiscal year on July 1, the Commonwealth shall be considered to be in a budgetary impasse. Under such circumstances, Contractor shall continue to render services to Treasury through the budgetary impasse and will invoice Treasury for such services. Once the Commonwealth General Fund budget has been passed by the General Assembly

and signed by the Governor, Treasury will pay all outstanding invoices as soon as practically possible, but no later than 45 days. If there are no funds appropriate in the enacted General Fund budget to continue this Agreement, then the termination of this Agreement shall be effective, provided, however, Treasury shall pay for all services rendered during the impasse.

SPC T&C
3-1-12

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no

bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) Obtaining;
 - (2) Attempting to obtain; or
 - (3) Performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the *4 Pa. Code §7.153(b)*, shall apply.
- f. “Immediate family” means a spouse and any un-emancipated child.
- g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or Vendor.
- h. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, Vendor, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No: (717) 783-6472
FAX No: (717) 787-9138

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

ABLE Interstate Agreement

This ABLE Interstate Agreement (“Agreement”) is entered into on the 15th day of January 2016, by and between the Office of the Illinois State Treasurer (“Illinois”), the Office of the Iowa State Treasurer (“Iowa”), the Office of the Kansas State Treasurer (“Kansas”), the Minnesota Department of Human Services (“Minnesota”), the Office of the Nevada State Treasurer (“Nevada”), the Pennsylvania Treasury Department (“Pennsylvania”), the Wisconsin Department of Administration (“Wisconsin”) (collectively, the “States”).

WHEREAS, the federal law, The Stephen Beck, Jr., Achieving a Better Life Experience Act of 2014 was enacted on December 19, 2014, as part of The Tax Increase Prevention Act of 2014, P.L. 113-295 and codified as Section 529A of the Internal Revenue Code, (“ABLE Act”); and

WHEREAS, the ABLE Act recognizes “Qualified ABLE Programs” that are “established and maintained by a State, or agency or instrumentality of a state” through which eligible individuals with disabilities can save for disability related expenses in a tax advantaged way without jeopardizing federal means tested benefits (“ABLE”); and

WHEREAS, each of the States has enacted or is expected to enact legislation, authorizing the establishment and maintenance of a qualified ABLE program in its respective state; and

WHEREAS, the States recognize that each State’s ABLE program can benefit from efficiencies and economies of scale achieved by working together to adopt common ABLE program elements.

NOW, THEREFORE, in consideration of the covenants herein contained, the States

agree as follows:

1. **ABLE Consortium Advisory Committee.** The States hereby establish an ABLE Consortium Advisory Committee (“Committee”), which shall be comprised of one (1) member from each State (“Member”). All Members must be employees of their respective States. The purpose of the Committee shall be to make recommendations to the States regarding the implementation and maintenance of ABLE. The Committee shall meet regularly by phone and/or in-person to discuss implementation of ABLE. The Committee may establish subcommittees, consisting of Committee members, as needed. It is understood and agreed that the Committee has no authority to authorize the expenditure of any monies by any State. Nothing herein shall be construed as empowering the Committee to exercise any power or function properly residing with any State, including without limitation, the ability of a State to independently select and contract with a vendor of its own choosing. Unless otherwise set forth herein, all decisions of the Committee shall be made by a majority vote of the members of the Committee.
2. **Committee’s Role.** The Committee shall appoint a Chair and make recommendations to the States on the following:
 - A. Appointment of a State to perform the responsibilities set forth in Section 3 of this Agreement (“Facilitating State”);
 - B. Common ABLE elements;
 - C. Identification of any shared expenses to be incurred by the States and the manner in which such expenses should be apportioned;
 - D. Any additional topics necessary for the efficient and effective implementation

and maintenance of ABLE.

3. **Facilitating State**. The Committee shall appoint a Facilitating State to procure a vendor(s) to provide investment and recordkeeping services for ABLE (“Vendor”). The Facilitating State shall be identified in an exhibit, which shall automatically be made Exhibit A to this Agreement without further action or documentation required by the States. The Facilitating State, upon approval of the Committee, shall perform the following:

- A. Create an ABLE implementation schedule;
- B. Draft, and publish a Request for Proposal (“RFP”), using a competitive bidding process in compliance with the laws of the Facilitating State, to seek a Vendor;
- C. Establish an RFP Evaluation Team that consists of interested eligible Members. In order to be eligible to be on the RFP Evaluation Team, the Member must represent a State that has the legal authority to enter into a contract with the Vendor
- D. Award a contract(s) to the Vendor, based on a scoring process that is in compliance with the laws of the Facilitating State and approved by the Committee; and
- E. At its own cost, the Facilitating State may obtain the services of any external advisors to advise the Facilitating State on the procurement of a Vendor.

4. **Contracts**. The Facilitating State shall enter into a contract(s) (“Umbrella Contract”) with the Vendor that sets forth the scope of work and the general terms and conditions based on the advice and approval provided by the Committee. In the event that a State wishes to utilize the Vendor, such State shall enter into a separate contract

(“Implementing Agreement”) with the Vendor that set forth the terms and conditions specific to such State. In the event that the scope of work within the Umbrella Contract requires amendment, the Facilitating State shall obtain the unanimous approval of the States before executing such amendment.

5. **New States.** The Committee may allow new states to become parties to this Agreement.
6. **State Withdrawal from Agreement.** A State may withdraw from this Agreement at any time prior to executing an Implementing Agreement. Following execution of its Implementing Agreement, a State may only withdraw from this Agreement upon termination of its respective Implementing Agreement. Any State who a) fails to execute an Implementing Agreement with the Vendor within 90 days after full execution of the Umbrella Contract or b) terminates its Implementing Agreement with the Vendor shall be removed from this Agreement. If the Facilitating State is removed from this Agreement, the Committee shall appoint a new Facilitating State, subject to the approval of the Vendor.
7. **Entire Agreement.** Except as set forth in Section 3 of this Agreement, the entire agreement between the States is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all the signatories to this Agreement. Any exhibits attached hereto are hereby incorporated herein
8. **Limitation of Liability.** No commissioner, officer, agent or employee of any State or State itself shall be charged with any liability or held liable under any term or provision of this Agreement, or because of its execution or because of any breach hereof. Nothing in this Agreement is intended to nor shall be construed to require any State to defend,

hold harmless, and/or indemnify any other State or vendor.

9. **No Waiver.** No State has waived any defense, right, immunity or other protection under law, including any statutory provision, by entering into this Agreement.
10. **No Liability.** Nothing herein contained shall be deemed to create a separate entity or constitute a partnership between or joint venture by the States, nor shall any of them be deemed the agent of the other. No State shall become liable for any representations, acts or omissions of one of the other States contrary to the provisions hereof.
11. **No Beneficial Interest.** This Agreement is intended for the sole benefit of the States and is not intended to nor shall it be construed to confer any benefit or create any right in any third party or any other person or entity.
12. **Separate Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

[Signatures on the next page.]

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement as of the date first above written.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

By: Michael W. Frenichs by Jay Russell

Michael W. Frenichs
Treasurer

Date: 11/2/15

By: Julian A. Federle

Julian A. Federle
Chief Policy and Programs Officer

Date: 1/6/16

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____

Michael L. Fitzgerald
State Treasurer

Date: _____

**OFFICE OF THE KANSAS STATE
TREASURER**

By: _____

Ron Estes
Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____

Dan Schwartz
State Treasurer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement

as of the date first above written.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____

Julian A. Federle
Chief Policy and Programs Officer

Date: _____

**OFFICE OF THE KANSAS STATE
TREASURER**

By: _____

Ron Estes
Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____

Dan Schwartz
State Treasurer

Date: _____

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____

Michael L. Fitzgerald
Michael L. Fitzgerald
State Treasurer

Date: 1-6-16

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Alex Bartolic
Director, Disability Services Division

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement as of the date first above written.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____

Julian A. Federle
Chief Policy and Programs Officer

Date: _____

**OFFICE OF THE KANSAS STATE
TREASURER**

By: Ron Estes

Ron Estes
Treasurer

Date: 1/08/2016

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____

Dan Schwartz
State Treasurer

Date: _____

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____

Michael L. Fitzgerald
State Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Alex Bartolic
Director, Disability Services Division

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement as of the date first above written.

OFFICE OF THE ILLINOIS STATE TREASURER

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____

Julian A. Federle
Chief Policy and Programs Officer

Date: _____

OFFICE OF THE KANSAS STATE TREASURER

By: _____

Ron Estes
Treasurer

Date: _____

OFFICE OF THE NEVADA STATE TREASURER

By: _____

Dan Schwartz
State Treasurer

Date: _____

OFFICE OF THE IOWA STATE TREASURER

By: _____

Michael L. Fitzgerald
State Treasurer

Date: _____

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: _____

Chuck Johnson
Deputy Commissioner

Date: 1/6/16

Name switch from previous version.

COMMONWEALTH OF PENNSYLVANIA TREASURY DEPARTMENT

By its authorized representative

By: _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement

as of the date first above written.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____

Julian A. Federle
Chief Policy and Programs Officer

Date: _____

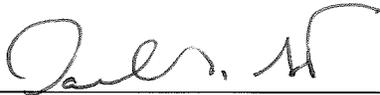
**OFFICE OF THE KANSAS STATE
TREASURER**

By: _____

Ron Estes
Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By:  _____

Dan Schwartz
State Treasurer

Date: January 6, 2016

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____

Michael L. Fitzgerald
State Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Alex Bartolic
Director, Disability Services Division

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

IN WITNESS WHEREOF, the States have executed this ABLE Interstate Agreement

as of the date first above written.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____

Julian A. Federle
Chief Policy and Programs Officer

Date: _____

**OFFICE OF THE KANSAS STATE
TREASURER**

By: _____

Ron Estes
Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____

Dan Schwartz
State Treasurer

Date: _____

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____

Michael L. Fitzgerald
State Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____

Alex Bartolic
Director, Disability Services Division

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

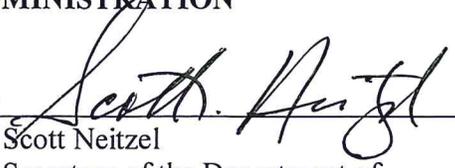
By:  _____

Douglas Rohanna
Deputy Treasurer for External Affairs

Date: 1-15-2014

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____


Scott Neitzel

Secretary of the Department of
Administration

Date: _____

1/7/16

FIRST AMENDMENT TO THE ABLE INTERSTATE AGREEMENT

This First Amendment to the ABLI Interstate Agreement ("Amendment") is entered into on the 4~~th~~ day of ~~March~~ ^{April}, 2016 by and between the Office of the Illinois State Treasurer ("Illinois"), the Office of the Iowa State Treasurer ("Iowa"), the Office of the Kansas State Treasurer ("Kansas"), the Minnesota Department of Human Services ("Minnesota"), the Office of the Nevada State Treasurer ("Nevada"), the Pennsylvania Treasury Department ("Pennsylvania"), the Wisconsin Department of Administration ("Wisconsin") (collectively, the "States").

WHEREAS, the States entered into the ABLI Interstate Agreement on January 15, 2016 ("Agreement"), creating the ABLI Consortium Advisory Committee and calling for Illinois, as the Facilitating State, to conduct a multi-state procurement pursuant to Illinois law on behalf of the States;

WHEREAS, on February 8, 2016 the Missouri Achieving a Better Life Experience Board ("Board") voted to approve the Office of the Missouri State Treasurer ("Missouri") entering the Agreement on the Board's behalf;

WHEREAS, the Alaska Department of Revenue ("Alaska") wishes to enter the Agreement; and

WHEREAS, the States wish to amend the Agreement to add Missouri and Alaska as parties.

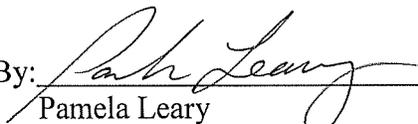
NOW THEREFORE, the States agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated in and made a part of this Amendment by reference.
2. Addition of New Parties. The Agreement is hereby amended to add Missouri and Alaska as parties thereto with the same force and effect as if originally named therein. Missouri and Alaska each agree to all of the terms and provisions of the Agreement. Each reference to "States" in the Agreement shall be deemed to include Missouri and Alaska respectively.
3. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Agreement.
4. Except as amended herein, all terms and conditions of the Agreement are hereby ratified and confirmed.
5. This Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto,

notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

ALASKA DEPARTMENT OF REVENUE

By: 
Pamela Leary
Director, Treasury Division

Date: 3/11/16

OFFICE OF THE ILLINOIS TREASURER

By: _____

Michael W. Frerichs
Treasurer

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

OFFICE OF THE IOWA STATE TREASURER

By: _____
Michael L. Fitzgerald
State Treasurer

Date: _____

OFFICE OF THE KANSAS STATE TREASURER

By: _____
Ron Estes
Treasurer

Date: _____

notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

ALASKA DEPARTMENT OF REVENUE

By: _____
Pamela Leary
Director, Treasury Division

Date: _____

OFFICE OF THE ILLINOIS TREASURER

By: Michael Frerichs by Jay Powell
Michael W. Frerichs
Treasurer

Date: 2/11/16

By: [Signature]
Julian A. Federle
Chief Policy and Programs Officer

Date: 3/22/2016

OFFICE OF THE IOWA STATE TREASURER

By: _____
Michael L. Fitzgerald
State Treasurer

Date: _____

OFFICE OF THE KANSAS STATE TREASURER

By: _____
Ron Estes
Treasurer

Date: _____

notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

**ALASKA DEPARTMENT OF
REVENUE**

**OFFICE OF THE ILLINOIS
TREASURER**

By: _____
Pamela Leary
Director, Treasury Division

By: _____
Michael W. Frerichs
Treasurer

Date: _____

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

**OFFICE OF THE IOWA STATE
TREASURER**

**OFFICE OF THE KANSAS STATE
TREASURER**

By: Michael L. Fitzgerald
Michael L. Fitzgerald
State Treasurer

By: _____
Ron Estes
Treasurer

Date: 3/14/2014

Date: _____

notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

ALASKA DEPARTMENT OF REVENUE

OFFICE OF THE ILLINOIS TREASURER

By: _____
Pamela Leary
Director, Treasury Division

By: _____
Michael W. Frerichs
Treasurer

Date: _____

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

OFFICE OF THE IOWA STATE TREASURER

OFFICE OF THE KANSAS STATE TREASURER

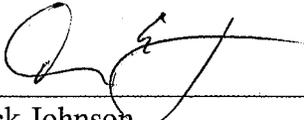
By: _____
Michael L. Fitzgerald
State Treasurer

By: Ron Estes
Ron Estes
Treasurer

Date: _____

Date: March 14, 2016

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: 

Chuck Johnson
Deputy Commissioner

Date: 3/14/16

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Scott Neitzel
Secretary of the Department of
Administration

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____
Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Scott Neitzel
Secretary of the Department of
Administration

Date: _____

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: Sarah Swoboda
Sarah J. Swoboda
Deputy Treasurer

Date: 3/14/14

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Alex Bartolic
Director, Disability Services Division

By: _____
Sarah J. Swoboda
Deputy Treasurer

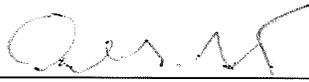
Date: _____

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By:  _____
Dan Schwartz
State Treasurer

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: March 14, 2016

Date: _____

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Scott Neitzel
Secretary of the Department of
Administration

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____
Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Scott Neitzel
Secretary of the Department of
Administration

Date: _____

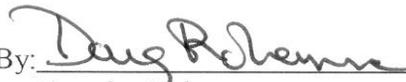
**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By:  _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: 4/4/16

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Alex Bartolic
Director, Disability Services Division

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Dan Schwartz
State Treasurer

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

Date: _____

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By:  _____
~~Scott Neitzel~~ *JAMES W. DILLIO, DIRECTOR*
~~Secretary of the~~ Department of
Administration; *WISCONSIN 529 COLLEGE SAVINGS PROGRAM*

Date: March 16, 2016

SECOND AMENDMENT TO THE ABLE INTERSTATE AGREEMENT

This Second Amendment to the ABLE Interstate Agreement (“Amendment”) is entered into on the 3rd day of June 2016, by and between the Alaska Department of Revenue (“Alaska”), the Office of the Illinois State Treasurer (“Illinois”), the Office of the Iowa State Treasurer (“Iowa”), the Office of the Kansas State Treasurer (“Kansas”), the Minnesota Department of Human Services (“Minnesota”), the Office of the Missouri State Treasurer (“Missouri”) the Office of the Nevada State Treasurer (“Nevada”), the Pennsylvania Treasury Department (“Pennsylvania”), and the Wisconsin Department of Administration (“Wisconsin”) (collectively, the “States”).

WHEREAS, the States entered into the ABLE Interstate Agreement on January 15, 2016 (“Original Agreement”) (the Original Agreement as amended by the First Amendment as defined below, shall be collectively, the “Agreement”), creating the ABLE Consortium Advisory Committee and calling for Illinois, as the Facilitating State, to conduct a multi-state procurement pursuant to Illinois law on behalf of the States;

WHEREAS, on April 4, 2016, the States entered into the First Amendment to the ABLE Interstate Agreement (“First Amendment”), adding Alaska and Missouri as parties;

WHEREAS, the Rhode Island Office of the General Treasurer (“Rhode Island”) and the New Jersey Department of Human Services (“New Jersey”) wish to be added as parties to the Agreement and Wisconsin wishes to be removed as a party, because it no longer has the authority to participate in a procurement for ABLE due to changes in state law; and

WHEREAS, the States wish to amend the Agreement to add Rhode Island and New Jersey as parties and remove Wisconsin as one.

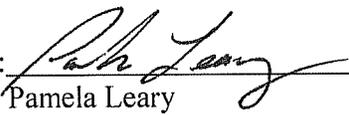
NOW THEREFORE, the States agree as follows:

1. **Addition of Parties.** The Agreement is hereby amended to add Rhode Island and New Jersey as parties thereto with the same force and effect as if originally named therein. Rhode Island and New Jersey agree to all of the terms and provisions of the Agreement. Each reference to “States” in the Agreement shall be deemed to include Rhode Island and New Jersey.
2. **Removal of a Party.** The Agreement is hereby amended to remove Wisconsin as a party.
3. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Agreement.
4. Except as amended herein, all terms and conditions of the Agreement are hereby ratified and confirmed.

5. This Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the ABLI Interstate Agreement to be executed on one or more counterparts.

ALASKA DEPARTMENT OF REVENUE

By: 
Pamela Leary
Director, Treasury Division

Date: 6/7/16

OFFICE OF THE ILLINOIS TREASURER

By: _____
Michael W. Frerichs
Treasurer

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

OFFICE OF THE IOWA STATE TREASURER

By: _____
Michael L. Fitzgerald
State Treasurer

Date: _____

OFFICE OF THE KANSAS STATE TREASURER

By: _____
Ron Estes
Treasurer

Date: _____

5. This Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

**ALASKA DEPARTMENT OF
REVENUE**

By: _____
Pamela Leary
Director, Treasury Division

Date: _____

**OFFICE OF THE ILLINOIS
TREASURER**

By: Michael W. Frerichs
Michael W. Frerichs
Treasurer

Date: 6/7/16

By: Julian A. Federle
Julian A. Federle
Chief Policy and Programs Officer

Date: 6/7/2016

**OFFICE OF THE IOWA STATE
TREASURER**

By: _____
Michael L. Fitzgerald
State Treasurer

Date: _____

**OFFICE OF THE KANSAS STATE
TREASURER**

By: _____
Ron Estes
Treasurer

Date: _____

5. This Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

**ALASKA DEPARTMENT OF
REVENUE**

**OFFICE OF THE ILLINOIS
TREASURER**

By: _____
Pamela Leary
Director, Treasury Division

By: _____
Michael W. Frerichs
Treasurer

Date: _____

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

**OFFICE OF THE IOWA STATE
TREASURER**

**OFFICE OF THE KANSAS STATE
TREASURER**

By: 
Michael L. Fitzgerald
State Treasurer

By: _____
Ron Estes
Treasurer

Date: 6-9-16

Date: _____

5. This Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the ABLE Interstate Agreement to be executed on one or more counterparts.

ALASKA DEPARTMENT OF REVENUE

By: _____
Pamela Leary
Director, Treasury Division

Date: _____

OFFICE OF THE ILLINOIS TREASURER

By: _____
Michael W. Frerichs
Treasurer

Date: _____

By: _____
Julian A. Federle
Chief Policy and Programs Officer

Date: _____

OFFICE OF THE IOWA STATE TREASURER

By: _____
Michael L. Fitzgerald
State Treasurer

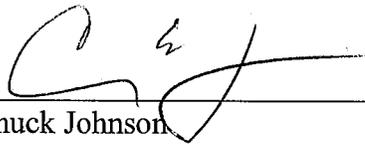
Date: _____

OFFICE OF THE KANSAS STATE TREASURER

By: Ron Estes
Ron Estes
Treasurer

Date: June 7, 2016

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: 

Chuck Johnson
Deputy Commissioner

Date: 6/20/2016

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**NEW JERSEY DEPARTMENT OF
HUMAN SERVICES**

By: _____
Christopher Bailey
Chief Operations and Financial Officer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

**RHODE ISLAND OFFICE OF THE
GENERAL TREASURER**

By: _____
Seth Magaziner
General Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____
Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: Sarah Swoboda
Sarah J. Swoboda
Deputy Treasurer

Date: 6/6/10

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**NEW JERSEY DEPARTMENT OF
HUMAN SERVICES**

By: _____
Christopher Bailey
Chief Operations and Financial Officer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

**RHODE ISLAND OFFICE OF THE
GENERAL TREASURER**

By: _____
Seth Magaziner
General Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____
Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**NEW JERSEY DEPARTMENT OF
HUMAN SERVICES**

By:  _____
Christopher Bailey
Chief Operations and Financial Officer

Date: 6/10/2016

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: _____

**RHODE ISLAND OFFICE OF THE
GENERAL TREASURER**

By: _____
Seth Magaziner
General Treasurer

Date: _____

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By: _____
Alex Bartolic
Director, Disability Services Division

Date: _____

**OFFICE OF THE MISSOURI STATE
TREASURER** on behalf of the Achieving
a Better Life Experience Board

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

**OFFICE OF THE NEVADA STATE
TREASURER**

By: _____
Dan Schwartz
State Treasurer

Date: _____

**NEW JERSEY DEPARTMENT OF
HUMAN SERVICES**

By: _____
Christopher Bailey
Chief Operations and Financial Officer

Date: _____

**COMMONWEALTH OF
PENNSYLVANIA TREASURY
DEPARTMENT**

By its authorized representative

By:  _____
Douglas Rohanna
Deputy Treasurer for External Affairs

Date: 6/15/16

**RHODE ISLAND OFFICE OF THE
GENERAL TREASURER**

By: _____
Seth Magaziner
General Treasurer

Date: _____

MINNESOTA DEPARTMENT OF HUMAN SERVICES

OFFICE OF THE MISSOURI STATE TREASURER on behalf of the Achieving a Better Life Experience Board

By: _____
Alex Bartolic
Director, Disability Services Division

By: _____
Sarah J. Swoboda
Deputy Treasurer

Date: _____

Date: _____

OFFICE OF THE NEVADA STATE TREASURER

NEW JERSEY DEPARTMENT OF HUMAN SERVICES

By: _____
Dan Schwartz
State Treasurer

By: _____
Christopher Bailey
Chief Operations and Financial Officer

Date: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA TREASURY DEPARTMENT

RHODE ISLAND OFFICE OF THE GENERAL TREASURER

By its authorized representative

By: _____
Douglas Rohanna
Deputy Treasurer for External Affairs

By: _____

Seth Magaziner
General Treasurer

Date: _____

Date: 6/7/2016

**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: 
James W. DiUlio
Director, Wisconsin 529 College
Savings Program

Date: June 6, 2016