



October 29, 2024

Solicitation for Proposals

Re: ABLEnow Program (Program) Administration Services
Issuing Agency: Commonwealth Savers Plan (CSP)
9001 Arboretum Parkway
North Chesterfield, VA 23236 Program

ABLEnow® is one of the Commonwealth of Virginia's national ABLE programs, offered directly to eligible individuals, in conjunction with PNC Bank, N.A. (PNC) which currently provides program management services including investment management, recordkeeping, distribution, and other related administrative services and serves as program custodian. ABLEnow is offered by Commonwealth Savers Plan ("CSP"), formerly Virginia College Savings Plan or Virginia529, an independent agency of the Commonwealth of Virginia, and CSP is responsible for the overall program and provides the contact center and marketing services for ABLEnow. The existing contract with PNC runs through November 29, 2025 and the parties have agreed not to renew that contract, which may be terminated sooner if CSP secures a replacement solution. CSP is seeking proposals to partner with CSP to offer ABLEnow.

CSP seeks proposers interested in considering a variety of structures and partnerships to transition ABLEnow from its current platform with PNC. Below is information about CSP, the ABLEnow program and features CSP desires to retain with a new provider, the nature and scope of services requested, and instructions for submitting a proposal. This solicitation for proposals will be posted on our website and is being sent to organizations like yours which we believe possess the necessary skills and expertise to conduct this engagement.

Commonwealth Savers Plan and ABLEnow

CSP, a body politic and corporate and an independent state agency of the Commonwealth of Virginia, administers Virginia's 529 education savings programs, a state facilitated workplace retirement program and its two ABLE disability savings programs. One of those programs, ABLEnow, a national direct-sold ABLE savings program for eligible Americans living with

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disabilities, is the subject of this solicitation. Since its launch in December 2016, ABLEnow has grown to be one of the country's largest independent ABLE program, with accounts in all 50 states. CSP administers a second ABLE program, ABLEAmerica®, an ABLE savings program featuring the American Funds® mutual fund portfolios, offered exclusively through authorized financial professionals and in partnership with Capital Group Companies. ABLEAmerica is unaffected by this solicitation.

CSP administers ABLEnow pursuant to enabling legislation (VA Code §§ 23.1-700 through 23.1713, as [amended](#)). CSP's enabling legislation provides that its assets shall be preserved, invested, and protected to and for the purposes described within the enabling legislation and cannot be used by the Commonwealth of Virginia for any other purpose.

ABLEnow is administered through CSP's 11-member Board, consisting of the Director of the State Council of Higher Education for Virginia or designee; the Chancellor of the Virginia Community College System or designee; the State Treasurer or designee; the State Comptroller or designee; and seven citizen members: four appointed by the Governor, one appointed by the Senate Committee on Rules and two appointed by the Speaker of the House of Delegates. State law mandates that the seven citizen members have significant experience in one or more areas including finance, accounting, law, and investment management. CSP's Chief Executive Officer is Mary G. Morris. Ms. Morris, a former tax, securities and bond attorney, as well as a former Treasurer of Virginia and Senior Assistant Attorney General for Virginia, oversees the daily administration and operations of ABLEnow.

A unique feature of ABLEnow is that an account is opened with the first allocation (the first \$2,000) invested automatically in an ABLEnow Deposit Account, an FDIC-insured demand account with the Account Custodian. Amounts above the initial \$2,000 may be invested in a simple investment lineup of three target risk index portfolios and a cash preservation money market fund option. The monthly ABLEnow Account Service Fee is waived for an ABLEnow Account which maintains an average daily balance of \$10,000 in the ABLEnow Deposit

Account. An account owner may be issued a no cost electronic payment card issued by PNC ("Card") to access available funds in the ABLEnow Deposit Account. ABLEnow maintains separate records for each account and contributions are commingled for purposes of investment management only. Please see the ABLEnow Program [Description](#) for more detailed information on the ABLEnow Deposit Account and investment options available. The Board is the fiduciary of the program and funds and is assisted in its investment responsibilities by an Investment Advisory Committee (IAC) with additional assistance from Mercer Investment Consulting, Inc. which serves as the Board's investment consultant.

More information about CSP and the ABLEnow program may be found at the website at [ABLEnow.com](https://www.ablenow.com) and within the [annual report](#).

Scope of Services

The services required in this engagement include, but are not limited to, (i) ABLEnow custodial account services with options for investment management, recordkeeping, distribution, and related administrative services (ii) a user friendly online ABLEnow portal, (iii) a user friendly ABLEnow organizational group enrollment portal, (iii) an electronic payment card option for use with the ABLEnow account, (iv) ability to support a variety of investment options and fees, (v) appropriate fraud tools and security features, and (vi) other process and program features, if any, currently offered in a product you administer. More specifics on services and features of interest are described in more detail below.

CSP is interested in innovative solutions in this engagement. If you have suggestions for a different model or customization to accommodate features currently offered in ABLEnow but not in your current ABLE product, please provide sufficient information in this proposal for us to evaluate your ability to provide that level of custom service. If you are able to provide a program solution that would be administered and maintained by CSP, again please provide information on meeting the requirements below in such a custom solution, including pricing proposal. CSP has experience in being the program administrator and full-service provider for its direct Invest529 education savings program Enterprise Resource Planning (ERP) software and will contemplate a similar arrangement for ABLEnow for ERP software development and services provided by a third-party contractor.

If you are interested in working with CSP in this endeavor, please provide a written proposal that includes, but is not limited to, the following information:

1. The background, qualifications and subject matter expertise of the organization in ABLE program management and for each individual you propose to work on this engagement please provide their name, title and resume;
 2. A description of your turnkey program management solution, which includes a description of how your group enrollment portal or service operates, a description of your onboarding process (including how documents are managed and reviewed and how initial contributions are made), account management process and distribution features;
 3. An outline of the proposed conversion process from the existing program manager to your platform, with a proposed timeline (we are prepared to move forward quickly and do not have to wait until the end of the current contract term);
 4. The identity of any subcontractors and/or affiliates and their responsibilities. Please note that while subcontractors and/or affiliates may assist you in providing the services required, you will have primary responsibility for all provided program management services;
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5. **Whether you offer, or can support, an FDIC-insured bank account option and, if so, whether that can be the default investment option. Additionally, please submit a list of all funds supported on the platform.**
 6. **What you propose with respect to an electronic payment card option, including any associated fees or costs for such a feature. Of particular interest is a no cost option for the primary authorized individual on an account and the potential for a second card, with limited access, for an account owner requiring assistance in financial management; and**
 7. **Three references for which you have completed similar engagements.**
 8. **A detailed pricing proposal including any fees (paid by either CSP or the ABLEnow customer). If you propose to provide contact center services as part of a turnkey solution, please include information on your contact center, with metrics and pricing included in your overall proposal. If you will accommodate a contact center maintained by CSP (as is currently done in ABLEnow) please describe how that would be managed, what kind of access to your platform and what reporting CSP would have and what changes you propose in pricing if that responsibility is assumed by CSP.**
 9. **Where relevant, please provide examples of documentation or forms currently used in your ABLE solution – we are interested in the how of your proposal: how do customers interact with the system; what documents are required and how are they uploaded, reviewed and approved; what kinds of customer communications do you provide; what kind of reports do you provide to the state administrator of an ABLE program; any additional information or documentation you think relevant.**
 10. **A description of your technology stack and change management timelines, and application testing and implementation process for system bugs and enhancements to include how you incorporate CSP team members and CSP requirements into those processes. Also describe incident management and communication procedures, and incident remediation SLAs. Also describe your technology roadmap, including any implementation plans for alternative forms of payments for contributions and distributions. What are your typical release cycles for enhancements and/or defect corrections?**
 11. **A description and roadmap of the WCAG rating and accessibility features of your customer facing technology.**
 12. **A description of customer identity practices, including KYC processes for customer onboarding and multifactor authentication for customer accounts.**
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Instructions for Submission

<u>Milestones</u>	<u>Target Date</u>
<u>Release Solicitation to firms</u>	<u>10/29/2024</u>
<u>Firms' questions due to Commonwealth Savers (5:00 PM EST)</u>	<u>11/12/2024</u>
<u>Commonwealth Savers responses to firms 'questions issued</u>	<u>11/18/2024</u>
<u>Firms' Solicitation responses due (5:00 PM EST)</u>	<u>12/11/2024</u>
<u>Make Selection</u>	<u>Anticipated by</u> <u>01/31/2025</u>

RESPONSE DUE DATE: SUBMISSIONS MUST BE RECEIVED BY 5:00 P.M. EST ON WEDNESDAY, DECEMBER 11, 2024.

Paper submissions are not required. Responses will be circulated among our reviewing team. If we have questions or require further information, we will contact you and anticipate moving quickly so that we may proceed with an engagement and contract discussions.

Submit questions and responses via email to:

Anna Chilton, Procurement Officer
Phone: 804-717-7511
Email: procurement@virginia529.com

If you have any questions or issues sending files or to confirm receipt of your proposal once submitted, contact Anna Chilton.

Thank you for your consideration of this solicitation. We reserve the right to reject any or all proposals. Standard contract terms and conditions are attached to this solicitation as Attachment 1 for your information. Please note that these attached terms and conditions do not constitute the entire agreement between CSP and the successful candidate but are provisions required to be in the agreement between the parties.

ATTACHMENT 1

STANDARD CONTRACT TERMS AND CONDITIONS

The following are standard contract terms and conditions which will be included in any agreement entered into as a part of this Solicitation for Proposals.

1. Price and Payment Terms.

- a. Contracting Party shall furnish all goods or services provided under this Agreement for the price and upon the terms designated in the Contract.
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after receipt of a valid and correct invoice. This shall not invalidate offers of discounts for payment in less than thirty (30) days. Contracting Party may invoice for services to be provided hereunder in advance due to the nature of the services provided and in accordance with industry practice.
- c. Contracting Party shall submit itemized invoices for services, including a description of such services, preferably by electronic mail, directly to finance@virginia529.com or by mail to **Controller, CSP, 9001 Arboretum Parkway, North Chesterfield, Virginia, 23236**. All invoices shall show Contracting Party's federal employer identification number. Contracting Party shall also complete and submit the Commonwealth Substitute W-9 Form attached as **Exhibit A**, hereto, and incorporated herein by reference in its entirety.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act, VA. CODE ANN. §§ 2.2-4800 to -4809.
- e. Contracting Party agrees to pay any subcontractors within seven (7) days of receipt of payment from CSP for the proportionate share of the payment received for work performed by such subcontractors under the Agreement, or to notify CSP and such subcontractors, in writing, of Contracting Party's intention to withhold payment and the reason.
- f. As part of the contracting and payment process, Contracting Party may be required to enroll in eVA, or Electronic Virginia. eVA is part of the Commonwealth of Virginia's electronic procurement system. Registration is free; however, a transaction fee based on the amount charged is assessed. For more information and to register, go to <https://eva.virginia.gov/index.html>.

2. Ethics in Public Contracting. Contracting Party certifies that this Agreement is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with this Agreement, and that it has not conferred on any public employee having official responsibility for this Agreement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 3. Immigration Reform and Control Act of 1986. Contracting Party hereby certifies that it does not and will not during the performance of this Agreement knowingly employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 4. Nondiscrimination. Contracting Party will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contracting Party. For Agreements over \$10,000: Contracting Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting Commonwealth agencies with which the Contracting Party has contracts of over \$10,000.
 5. Equal Opportunity Employer. Contracting Party will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that Contracting Party is an equal opportunity employer. However, notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of VA. CODE ANN. § 2.2-4200.
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6. Sexual Harassment Policy and Training. For Agreements over \$10,000: if Contracting Party employs more than five (5) employees, it shall (i) provide annual training on Contracting Party's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Commonwealth's Department of Human Resource Management (DHRM); and (ii) post Contracting Party's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that Contracting Party owns or leases for business purposes and (b) Contracting Party's employee handbook. For more information on DHRM training, please visit: www.dhrm.virginia.gov/public-interest/contractor-sexual-harassmenttraining.
 7. Subcontract/Purchase Order. For Agreements over \$10,000: Contracting Party shall include the provisions of this Addendum's sections entitled "Nondiscrimination" and "Equal Opportunity Employer" and "Sexual Harassment Policy and Training" in every subcontract or purchase order under this Agreement of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor in accordance with VA. CODE ANN § 2.2-4201.
 8. No Waiver of Sovereign Immunity or Contractual Breach. Nothing in this Agreement shall be deemed or construed as an express or implied waiver of the sovereign immunity of the Commonwealth or a pledge of the full faith and credit of the Commonwealth. Failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.
 9. Audit. Contracting Party shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth, whichever is sooner. CSP, its authorized agents, or Commonwealth auditors shall have full access to and the right to examine any such materials during this period upon reasonable notice.
 10. Virginia Freedom of Information Act. Contracting Party acknowledges that CSP is a "public body" under the Virginia Freedom of Information Act (VFOIA), VA. CODE ANN. §§ 2.2-3700, et seq., and that all documents, notes, emails, and other forms of communication in the custody or control of CSP, including those sent to CSP by outside entities, are subject to production under VFOIA upon request, subject only to any applicable exemptions under VFOIA.
 11. Availability of Funds. It is understood and agreed between the Parties hereto that CSP shall be bound hereunder only to the extent of the funds appropriated or which may hereafter be appropriated.
 12. Force Majeure. Except as otherwise provided in the Agreement, none of the Parties hereto shall be liable for any losses caused, directly or indirectly, by the following force majeure events (the "**Force Majeure Events**"): government restrictions, legislative actions, executive orders, declared public health emergencies, exchange or market rulings, suspension of trading, war, terrorism, earthquakes, hurricanes, explosions, strikes, riots, declared pandemic, threat of a pandemic, public health emergency, or other conditions beyond their respective control. CSP may at its sole discretion cancel or terminate the Agreement in whole or in part due to a Force Majeure Event with no penalty and Contracting Party agrees to refund CSP for the actual or agreed upon unused value. If an element under the Agreement is cancelled or negatively affected due to a Force Majeure Event, then the Parties will find a mutually agreeable replacement for such element. If a mutually agreeable replacement is not feasible or agreed upon, then Contracting Party will refund CSP for the actual or agreed upon value for that element.
 13. Cancellation of Agreement. The Parties hereto reserve the right to cancel and terminate the Agreement, in part or in whole, without penalty, immediately upon written notice to the other party. All services rendered by Contracting Party and any expenditures subject to reimbursement shall be paid in accordance with this Agreement through the date of termination.
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14. Representation by Counsel. CSP and Contracting Party acknowledge that each party to this Agreement has been represented by counsel or has had the opportunity to review this Agreement with counsel. Accordingly, any rule of law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and any such right is expressly waived.
 15. Subcontractors. No portion of the work under this Agreement shall be subcontracted without the prior written approval of CSP. Contracting Party agrees that it is as fully responsible for the acts and omissions of its approved subcontractors as it is for the acts and omissions of its own employees.
 16. Conflicting Provisions. In the event of any conflict or inconsistency between the terms of this Addendum and those of the Contract, this Addendum's terms shall control.
 17. Indemnification. Contracting Party agrees to indemnify, defend, and hold harmless CSP, its board members, employees, and agents, with respect to any demand, cause of action, debt, or liability, including reasonable attorneys' fees and costs, to the extent based upon a claim that (i) arises out of the negligence, recklessness or willful misconduct of Contracting Party; or (ii) alleges that the Work Product, Third Party IP or the services performed by Contracting Party pursuant to this Agreement infringe or otherwise violate any intellectual property right of any third party.
 18. Confidential Personal Information. Contracting Party agrees that nonpublic personal information, as defined in Section 6809 of the Gramm-Leach-Bliley Act and corresponding regulations (the "Confidential Personal Information") collected in connection with the obligations under this Agreement shall be transmitted through secure data communication channels including Secure Shell (SSH), Transport Layer Security (TLS), or any other secure means of data transmission expressly agreed to by CSP. Contracting Party agrees that within thirty (30) days of the date of termination, cancellation, expiration, or other conclusion of this Agreement it shall return to CSP all copies of any Confidential Personal Information provided by CSP to Contracting Party under this Agreement. If the return of this Confidential Personal Information is not feasible, Contracting Party agrees to destroy all Confidential Personal Information. Contracting Party agrees to furnish CSP with an appropriate certificate of destruction of any and all of CSP's Confidential Personal Information that is in its possession.
 19. Data/Information Breach Notification. Contracting Party agrees to notify CSP promptly in advance whenever Contracting Party makes a public statement regarding a breach incident regardless of whether CSP's Confidential Personal Information is compromised as a result of that breach. Notification under this provision shall be in writing, delivered pursuant to the Notices section of this Addendum.
 20. Compliance, Applicable Law and Venue. Contracting Party agrees to comply with all applicable federal, state and local laws, rules and regulations. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to the legislative or judicial conflict of laws rules of any state. The venue for any claim or dispute arising out of or related to this Agreement shall be in state court located in the City of Richmond, Virginia.
 21. Assignment; Binding on Successors. Contracting Party shall not assign this Agreement in whole or in part without the prior written consent of CSP. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and approved assigns.
 22. Modification. The Agreement may be modified only by mutual written agreement of the Parties hereto.
 23. Headings. All section headings contained in this Agreement are for the sole purpose of clarification and convenience of reference and are not intended to limit or expand the scope of any provision of this Agreement.
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24. No Third-Party Beneficiaries. This Agreement is solely for the benefit of Contracting Party and CSP and shall not be construed as conferring any rights on any third party.
25. Representations, Warranties and Covenants. Both Parties represent, warrant, and covenant that it has the full legal right, power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder.
26. Notices. All notices and other communications pursuant to the Agreement, with the exception of invoices, which shall be submitted as herein provided, shall be in writing and shall be deemed to have been given when (i) delivered in person; (ii) sent by Federal Express or a comparable express courier service or (iii) mailed by registered or certified mail, postage prepaid, to the following addresses:
- To CSP:
- General Counsel
Commonwealth Savers Plan
9001 Arboretum Parkway
North Chesterfield, Virginia 23236
- To Contracting Party:
27. Miscellaneous. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, including its exhibit(s), constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.
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