

**Request for Proposals 21-01  
INDIANA ABLE AUTHORITY**

**For  
INvestABLE Indiana Marketing Services**

RELEASE DATE: JULY 16, 2021  
DEADLINE FOR INQUIRIES: JULY 27, 2021  
**DEADLINE FOR SUBMISSION: AUGUST 10, 2021**

**ABLE AUTHORITY CONTACT**

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# **I. INTRODUCTION**

## **A. BACKGROUND**

The Indiana Achieving A Better Life Experience Authority (Authority) requests Proposals from qualified marketing firms (Providers, you or your) who wish to provide marketing services (Services) to INvestABLE Indiana (Plan), a Qualified ABLÉ Program adopted under Section 529A of the Internal Revenue Code (IRC) and Title 12 (Enabling Act) of the Indiana Code (IC).

The Plan is operated by the Authority and Ascensus College Savings Recordkeeping Services, LLC (Ascensus) provides program management services to the Plan, including investment advisory, recordkeeping, and administrative services. The ABLÉ Board has oversight of the Plan and the Treasurer of State, as chair of the Board, administers, manages, and directs the affairs of the ABLÉ Board.

The Plan offers six no-load investment options, including an FDIC insured checking option. As of June 30, 2021, the Plan has approximately 922 funded accounts with total assets of approximately \$7,544,800.

Only Eligible Individuals may own accounts in the Plan, although certain individuals may administer the account on behalf of the Eligible Individual. There is no state income deduction or credit for contributions to the Plan.

The state's primary goal in offering the Plan is to assist Eligible Individuals in savings for qualified disability expenses in a manner that does not impact their receipt of any state or federal needs-based benefits.

The issuance of the RFP or the receipt of any Proposals submitted pursuant hereto creates no obligation, expressed or implied, on the part of either the Authority or the State of Indiana (State).

## **B. MARKETING PLAN**

The Authority intends to contract with a qualified marketing firm to develop and implement a Comprehensive Marketing Plan for the Plan. Marketing strategies should be designed to increase the number of Eligible Individuals participating in the Plan as well as total assets held in the Plan.

The Authority has a limited budget available to market the Plan. For Fiscal Year 2022, (July 2021 – June 2022) the projected budget is approximately \$120,000. For future fiscal years, the projected annual budget will be determined by the Executive Director and communicated to the Provider. Accordingly, the Comprehensive Marketing Plan must be designed to obtain maximum return based on key events or times of the year.

### C. SCHEDULE OF EVENTS

Unless otherwise specified below, all deadlines are at **4:00PM EDT** on each date listed. The Authority reserves the right to adjust this schedule in its sole discretion.

DESCRIPTION	DATE
Release of RFP	<b>July 16, 2021</b>
Final Date for Questions from Potential Providers	<b>July 27, 2021</b>
Authority Responses to Questions	<b>July 30, 2021</b>
Deadline for Submission of Proposals	<b>August 10, 2021</b>

### D. WRITTEN QUESTIONS PROCESS

All questions and requests for clarification related to this RFP process must be submitted in writing via email by **July 27, 2021 by 4:00 PM EDT** to [ACorbin@tos.IN.gov](mailto:ACorbin@tos.IN.gov). The email subject line should contain the following phrase: **“REQUEST FOR PROPOSALS 21-01, WRITTEN QUESTIONS”**.

Subsequent to the Written Questions deadline, the Authority will compile a list of the questions submitted by all Providers. Answers to the questions will be posted to the ABLE Authority website at <https://www.in.gov/tos/able/>. Only answers posted on the ABLE Authority website will be considered official and valid. No Provider shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Please note that Amy Corbin, Executive Director of the Authority is the Authority’s only point of contact for this RFP. Inquiries are not to be directed to any other staff member of the Office of the Indiana Treasurer of State. Such action may disqualify the Provider from further consideration for a contract resulting from the RFP.

### E. AUTHORITY’S RIGHT TO AMEND AND/OR CANCEL THE RFP

The Authority reserves the right to amend this RFP. If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for submissions, then an addendum will be posted on the ABLE Authority’s website.

By submitting a response, the Provider shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Provider submitted its response) unless expressly stated otherwise in the provider’s response. Providers are encouraged to frequently check the RFP for additional information. Finally, the Authority reserves the right to cancel this RFP at any time.

## **F. COSTS FOR PREPARING RESPONSES**

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in this RFP process is the sole responsibility of the Provider. The Authority will not provide reimbursement for such costs.

## **G. CONFIDENTIALITY**

Providers are advised that materials contained in Proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after award, the entire Request for Projects Services file may be viewed and copied by any member of the public, including news agencies and competitors. Providers claiming a statutory exception to the APRA must indicate so on a separate attachment labeled “Confidential Documentation Listing”. That document should include the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

When claiming confidential information, Providers should submit two versions of their response: 1) a confidential version (for the Authority’s review and evaluation); and 2) a redacted version (for public records requests).

The Authority reserves the right to make determinations of confidentiality. If the Provider does not identify the statutory exception, the Authority will not consider the submission confidential. If the Authority does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor.

Prices are NOT confidential information.

## **H. RFP RELEASE**

The release of this RFP is formally communicated through the posting of this RFP on the ABLE Authority’s website, which is accessible online as follows: <https://www.in.gov/tos/able/>.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the Authority Contact.

## **I. GENERAL REQUIREMENTS AND CONSIDERATIONS**

The Provider will provide the Services to the Authority. Providers should affirm that they will fully satisfy the following General Requirements or elaborate on any modification or exception

to them. **A Proposal that takes exception to any portion of the Scope of Work may be rejected.**

1. **Mandatory Contractual Terms.** By submitting an offer in response to this RFP, a Provider, if selected for award, will be deemed to have accepted the terms of this RFP and the Form of Marketing Services Agreement which is attached hereto and by this reference incorporated herein as *Attachment A*. The Authority reserves the right to further negotiate the terms of the Agreement, in its discretion. **Any exceptions to this RFP or the Agreement must be clearly identified in the Cover Letter to the Technical Proposal.**
2. **Agreement Duration.** If a Provider is selected pursuant to the RFP, the Agreement will become effective upon execution and will remain effective for a period of three years (with the possibility of two renewal terms of one year each at the sole option of the Authority).
3. **Compensation and Payment.** The Provider will be compensated for the Services under the Agreement directly by the Authority. The Provider will not receive additional compensation for miscellaneous charges including, but not limited to, photocopying, postage, telephone, facsimile, shipping/handling and courier/messenger costs between the Provider's location(s) and the Authority's offices. This type of administrative/operational expense may not be part of the Provider's Cost Proposal.  
  
The Provider will not receive compensation for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with the Authority or any vendors rendering Services to the Authority and/or the Provider. Travel related expense may not be part of the Provider's Cost Proposal.
4. **Confidential Information.** The Provider must recognize that all information concerning the Plan and its participants is the sole property of the Authority, is confidential and is not to be used by the Provider for any other purpose.

## **J. DEFINITION OF TERMS**

**ADA Compliant** – compliance with the Americans with Disabilities Act, including all applicable regulations adopted thereunder, Web Content Accessibility Guidelines 2.0 (Level AA), and Section 508 of the Rehabilitation Act of 1973, including all applicable regulations adopted thereunder.

**Agreement** – the marketing services agreement entered into between the Authority and the successful Provider.

**Eligible Individual** - an individual who (1) is entitled to benefits based on blindness or disability under Title II or Title XVI of the federal Social Security Act and the blindness or disability occurred before the individual became twenty-six (26) years of age; or (2) has a disability certification that has been filed as set forth in Section 529A of the Internal Revenue Code.

**Provider(s)** – companies desiring to do business with Authority.

## **K. MINIMUM QUALIFICATIONS**

**Registration to do Business.** Providers must be registered, and be in good standing, with the Indiana Secretary of State (IC5-22-16-4). Vendors may do so at <http://www.in.gov/sos/business/3648.htm>.

## **II. SCOPE OF WORK**

The Provider shall provide the Services outlined below. The Provider will be expected to provide these services under the control and direction of the Executive Director of the Authority (Executive Director).

Detailed information regarding the requirements to be met and the tasks to be performed are provided below and in other Sections throughout this RFP. Providers are encouraged to recommend and include in their Technical Proposals any other services or activities necessary or beneficial to the successful marketing of the Plan. These should be included in the Technical Proposal and the Cost Proposal, as applicable submitted by the Provider. Notwithstanding any other provision hereof, the Provider(s) must be capable of providing the Services required hereunder immediately following the Authority's review and approval of the Comprehensive Marketing Plan.

### **COMPREHENSIVE MARKETING PLAN**

The Provider shall develop a Comprehensive Marketing Plan for the Plan comprised of the areas listed below and shall be responsible for carrying out the concepts provided in the Comprehensive Marketing Plan.

- 1. General.** The Comprehensive Marketing Plan will include:
  - Development and implementation of a central theme which will create a more effectual connection between all of the Plan's marketing materials for the year
  - Strategies to market to individuals with disabilities and their caregivers
  - Implementation of the marketing strategies throughout the Plan's fiscal year with emphasis on the times of the year most relevant to marketing to individuals with disabilities.
  - Plans for marketing the Plan in an ADA Compliant Manner.
- 2. Branding.** The Provider shall build awareness of the Plan and its brand to support the mission, goals, and objectives within the stated budget parameters of the comprehensive marketing plan. All materials across all mediums will follow the Plan's branding standards.
- 3. Enrollment Brochure and Slimline.** The Enrollment Brochure and the marketing slimline are two of the Plan's most significant marketing tools. They provide prospective

participants with details regarding the Plan. While the Executive Director is primarily responsible for the text and/or contents of the Enrollment Brochure and the slimline, the Authority is interested in suggestions, ideas, or comments about how the Enrollment Brochure and the slimline could be developed into stronger marketing tools. See the existing Enrollment Brochure and slimline in *Attachment C*.

4. **Creative.** The Provider, in concert with the Executive Director, shall develop all creative aspects pertaining to the marketing of the Plan including digital marketing, radio, public service announcements, print collateral, promotional products, and the ABLE Authority's website. The Plan's public-facing website and secure account access website are both developed and maintained by Ascensus.
5. **Sponsorships And Partnerships.** The Provider shall assist with the development of sponsorships and partnerships which are in line with the goals of the Comprehensive Marketing Plan.
6. **Media Planning And Buying.** The Provider shall research, develop, and execute a media-buying plan. The research shall include media audience, ratings, value-added opportunities such as non-profit bonus spots, on-air interviews, and brochure distribution at selected station events and/or other criteria as determined to be relative to the benefit of the Plan.
7. **Interactive Marketing Planning And Buying – Web.** The Provider shall assist the Executive Director as requested with developing and/or carrying out a comprehensive interactive marketing strategy, which would support the mission, goals, and objectives within the stated budget parameters of the Comprehensive Marketing Plan. This effort should include banner ads, text ads, search terms, social media, website updates, webinars and videos or podcasts.
8. **Community Outreach Support.** The Provider shall assist the Executive Director as requested with developing and/or carrying out community outreach, which support the mission, goals and objectives outlined within the stated budget parameters of the Comprehensive Marketing Plan. These Services may include, and are not limited to, securing relationships with targeted media, organizations and/or audiences that can lead to informational seminars or other outreach opportunities, producing relevant signs, banners, posters, or other informational/decorative displays for events, and managing or maintaining social media communication avenues.
9. **Reporting.** The Provider will prepare a review and/or summary of the effectiveness of the Plan's marketing strategy on a monthly, quarterly, and ad hoc basis at the direction of the Executive Director. This report will highlight all services provided by the Provider(s) to the Authority, the effectiveness of each Service, and recommendations to improve or enhance future marketing strategies.
10. **Meetings.** The Provider shall meet at least monthly with the Executive Director to review progress, provide necessary guidance to the Executive Director in solving problems that may arise and provide advice and consultation for new initiatives. Meetings may be held at the Provider's location, the Plan's office, by telephone, or any other location in Indiana as determined by the Executive Director.

The Provider must also agree to ad hoc meetings throughout the year at mutually convenient times to address issues of concerns with existing projects; brainstorm new

projects and initiatives; or to receive status updates with accurate timelines for ongoing or future projects as directed by the Executive Director.

### III. PROPOSAL PREPARATION REQUIREMENTS

#### A. GENERAL

To facilitate timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Providers are required to format their proposals in a manner consistent with the guidelines described below:

- Each item requested below in Sections B through D must be addressed in the Provider's proposal.
- The Cover Letter must be in the form of a letter.
- The Technical Proposal must be organized under the specific section titles as listed below.
- Please submit the Technical Proposal, the Cost Proposal, and all attachments in PDF format.
- Confidential information must also be clearly marked in a separate folder/file.

**Agreement.** Providers must be able to agree to the terms and conditions of the Form of Marketing Services Agreement attached hereto as *Attachment A*.

**Subcontractors.** The Provider is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Provider's proposal must identify all subcontractors and describe the contractual relationship between the Provider and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Provider must be in compliance with State law and will be subject to the provisions thereof. For each portion of the Services to be provided by a subcontractor, the Technical Proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Provider and any or all subcontractors will be considered in the Authority's evaluation. The Provider must furnish information to the Authority as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the Authority. All subcontracts held by the Provider must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the Authority.

The Provider must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for the subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Provider of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. There is no specific goal for Minority, Women, or

Veteran Owned Business participation in this RFP. However, for information purposes, the Provider should indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5.

## **B. COVER LETTER**

The Cover Letter must be no longer than four (4) pages in length and address the following topics:

**Agreement with Requirements of the Scope of Work listed in Section II.** The Provider must explicitly acknowledge understanding of the general information presented in Section II and agreement with or any modification or exception to any requirements/conditions listed in Section II or *Attachment A –Form of Marketing Services Agreement*. **A Proposal that takes exception to any portion of the Scope of Work or to the requirements of the Agreement terms may be rejected.**

**Summary of Ability and Desire to Supply the Services.** The Cover Letter must briefly summarize the Provider’s ability to supply the Services that meet the requirements of Section II of this RFP.

**Signature of Authorized Representative.** A person authorized to commit the Provider to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section II, must sign the Cover Letter. In the Cover Letter, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address.

## **C. TECHNICAL PROPOSAL**

The Technical Proposal must be no longer than fifteen (15) pages in length and include the following:

### **1. Introduction**

- a. **Provider’s Technical Information.** Please provide any information about your company that will allow the Authority to evaluate the technical aspects proposed by your company as it relates to fulfilling the Scope of Work (Section II) for the Services.
- b. **Similar Work Experience.** Please describe your company’s experience in serving clients of a similar size to the Authority that also had a similar scope including, but not limited to marketing to individuals with disabilities. Please provide specific clients and examples of actual work product.

### **2. Plan of Service**

This section will provide a detailed discussion of the Provider's service capabilities demonstrating the Provider’s approaches to address the requirements outlined in Section II of

this RFP. The Plan of Service will fully explain how the proposed Services will satisfy each requirement listed in this RFP (Section II - Scope of Work). Providers must include a transition and management plan to ensure continuity of Services currently being provided under the Authority's existing contract, and also, a similar plan describing how they would ensure continuity of Services when the term of the Agreement concludes.

Each Provider should identify any sub-contractors intended to be used in the performance of the Agreement, and the role each proposed sub-contractor will perform in providing the Services. If the Provider will use no sub-contractors, so state.

At a minimum, Providers must submit the following as part of their Plan of Service:

- a. Describe the Provider's knowledge and experience in marketing to individuals with disabilities and their support networks.
- b. Describe the Provider's ability to market the Plan in an ADA Compliance manner.
- c. Describe how the Provider plans to develop the Comprehensive Marketing Plan for the Plan including:
  - Proposed steps and timeline for the development and implementation of the plan
  - Plans to research the product and learn the history and target marketing audience for the Plan, including research procedures
  - Support the Provider will require from the Authority to develop the Comprehensive Marketing Plan
  - Will you need to conduct interviews with the agency and other stakeholders
  - Plans to test messaging and strategy with the target audience
  - Plans to utilize the Plan's brand to support the mission, goals, and objectives of the Comprehensive Marketing Plan
- d. Describe the Provider's approach to developing marketing creative including digital marketing, radio, public service announcements, print collateral, promotional products, and website creative.
- e. Describe the Provider's approach to developing sponsorships and partnerships which are in line with the goals of the Comprehensive Marketing Plan.
- f. Describe how the Provider proposes to accomplish media planning and buying including value-added opportunities such as non-profit bonus spots, on-air interviews, and brochure distribution at selected station events.
- g. Describe the Provider's digital marketing strategy for the Plan.
- h. Describe how the Provider proposes to support the Plan's community outreach needs including securing relationships with targeted media, organizations and/or audiences.
- i. Provide three samples of successful marketing or promotional materials, including digital materials, used for similar programs.

- j. Provide samples of reports prepared by Provider that analyze and highlight the effectiveness of services provided, and recommendations to improve or enhance future marketing and public relations strategies.

### 3. Capabilities

At a minimum, Provider must:

- a. Describe the staffing plan to provide the Services required by this RFP, including summary resumes for those with principal responsibilities for managing the Provider's responsibilities under the Agreement as well as for those with principle responsibilities for each functional area. Their resumes should include past experience servicing similar types of programs and any familiarity with Qualified ABLE Programs.
- b. Describe how the Provider proposes to properly evaluate the project team on a continual basis to ensure that quality standards are met.
- c. Provide three references that will be applicable to the specific Services requested in this RFP. The Authority will have the right to contact any reference as part of the evaluation and selection process. If a Proposal uses a subcontractor(s), provide three references per subcontractor. If the Provider (or a subcontractor) provides this service or a similar service to a state or municipal government, the Provider must identify all such entities as a reference. References are to include descriptions of:
  - i. The quality and breadth of services provided by the Provider;
  - ii. Each client reference is to include the following information:
    - a. Name of client organization: Name, title, and telephone number of point of contact for client organization;
    - b. Value and type of contract(s) supporting the client organization, the date the work was performed or the duration of contract(s) supporting the client organization, and the service location; and
    - c. If the Provider is no longer serving this client, an explanation of why the Provider is no longer providing the services.

## **D. COST PROPOSAL**

**Cost Proposal Schedule.** Please complete the *Cost Proposal Schedule – Attachment B* and submit as a separate PDF document along with the Provider’s Technical Proposal.

**Travel Reimbursement.** The Authority will not reimburse Provider for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with the Authority or any vendors rendering Services to the Authority and/or the Provider. Travel related expense may not be part of the Provider’s Cost Proposal.

**Net Pricing.** All media, outside production costs, subcontractors’ costs, or out-of-pocket expenses incurred will be invoiced at net, with no mark-up or commission.

## **E. SUBMISSION REQUIREMENTS**

Each Provider must submit separate Technical and Cost Proposals in Word, PDF, or other commonly used formats by e-mail to Amy Corbin at [ACorbin@tos.in.gov](mailto:ACorbin@tos.in.gov). All responses must be received no later than **August 10, 2021 by 4:00 PM EDT**. The subject line of the email submission must clearly state the following: “RESPONSE TO REQUEST FOR PROPOSALS 21-01”.

## **F. ADDITIONAL INFORMATION**

The Authority may, at its discretion, ask one or more Providers for additional information and/or to meet with the Authority to further discuss the provider’s information.

# **IV. SELECTION PROCESS AND CRITERIA**

## **A. AWARD OF CONTRACT**

The Authority reserves the right to reject any and all responses to this RFP. The Authority may choose to appoint a selection committee to compile a list of finalists and either seek additional information from these Providers to clarify best and final offers and/or permit an oral presentation to the Authority. The Authority will determine which Proposal offers the best means of servicing the interests of the Plan and the Authority.

## **B. EVALUATION CRITERIA**

Responses will be evaluated based on the following criteria, which is presented in no particular order:

- Design of Comprehensive Marketing Plan;
- Experience in marketing to individuals with disabilities;

- ADA compliance;
- Marketing commitment to reach potential customer base;
- Goal measurement and monitoring criteria; and
- Any other quality or characteristic deemed in the best interests of the Plan or the Authority.

### **C. PROVIDER NOTIFICATION / NOTIFICATION OF AWARD.**

Unless otherwise indicated in the Cover Letter to the Technical Proposal, Providers will receive notification from the Authority with regard to this RFP via e-mail.

It is the Provider's obligation to notify the Authority of any changes in any address that may have occurred since the origination of this solicitation. The Authority will not be held responsible for incorrect vendor/contractor addresses.

# ATTACHMENT A – FORM OF MARKETING SERVICES AGREEMENT

## MARKETING SERVICES AGREEMENT

This Agreement (“Agreement”) effective \_\_\_\_\_, 2021, entered into by and between the Indiana ABLE Authority (the “Authority”) and \_\_\_\_\_ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide services to the Authority as described in the Request for Marketing Services issued by the Authority on July 16, 2021 and any amendments thereto (“RFP”), the Contractor’s Technical and Cost Proposals submitted in response to the RFP, and the Schedules and Exhibits attached to this Agreement. (collectively, the “Services”).
- 2. Consideration.** The Contractor will be paid as set forth in the Cost Proposal Schedule attached hereto as Exhibit A. All services provided by the Contractor under this Agreement must be performed to the Authority’s reasonable satisfaction, as determined at the discretion of the undersigned Authority representative and in accordance with all applicable federal, State, local laws, ordinances, rules, and regulations. The Authority shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, State, or local statute, ordinance, rule, or regulation.
- 3. Term.** This Agreement shall commence on the date set forth above and shall be in effect for three years unless earlier terminated in accordance with the termination provisions of this Agreement. The Authority, in its sole discretion, may renew this Agreement for up to two (2) additional one (1) year terms.
- 4. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by the Authority, (3) RFP #20-01, (4) Contractor’s response to RFP #20-01, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.
- 5. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the Authority or its authorized designees. Copies shall be furnished at no cost to the Authority if requested.
- 6. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Authority. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment

executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

## 7. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Agreement shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the Authority so that all Materials will be the property of the Authority. If ownership interest in the Materials cannot be assigned to the Authority, the Contractor grants the Authority a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy, and create derivative works of the Materials.

B. Use of the Materials, other than related to Agreement performance by the Contractor, without the prior written consent of the Authority, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the Authority and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the Authority full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Agreement.

## 8. Contractor Representations and Warranties.

A. The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the Authority and the Contractor to determine whether the provisions of this Agreement require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Authority as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana Authority Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Authority may, in its sole discretion, terminate this Agreement immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State of Indiana. The Contractor agrees that any payments

currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the Authority.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the Authority of any such actions. During the term of such actions, the Contractor agrees that the Authority may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Authority. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

F. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of Authority.

G. The signatory for the Contractor has been duly authorized to execute this Agreement on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Contractor when his/her signature is affixed, and accepted by the Authority

**9. Confidentiality of Authority Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the Authority.

**10. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the Authority, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Agreement. The Authority will not provide indemnification to the Contractor.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Authority within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or Agreement with an unauthorized alien. The Contractor shall not retain an employee or Agreement with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or Agreement with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. The Authority may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Authority.

**13. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees.

**14. Nondiscrimination.**

A. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, Authority, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Authority and any applicant or employee of the Contractor or any subcontractor.

B. The Authority is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements,

including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**15. Penalties/Interest/Attorney's Fees.** The Authority will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the Authority's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**16. Public Record.** The Contractor acknowledges that the Authority will not treat this Agreement as containing confidential information, and the Authority will post this Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the Authority.

**17. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Agreement are vital to the Authority and must be continued without interruption and that, upon Agreement expiration, a successor, either the Authority or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the Authority's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Authority's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations).

## **18. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the Authority agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Authority or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Authority for such costs.

C. If the parties are unable to resolve a dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Agreement if appropriate.

D. The Authority may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Authority to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the Authority as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the Authority should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**19. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**20. Termination for Convenience.** This Agreement may be terminated, in whole or in part, by the Authority, whenever and for any reason, the Authority determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Authority will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**21. Termination for Default by the Authority.**

A. With the provision of thirty (30) days' notice to the Contractor, the Authority may terminate this Agreement in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the Authority determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Agreement.

B. If the Authority terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner the Authority considers appropriate, services similar to those terminated, and the Contractor will be liable to the Authority for any excess costs for those supplies or services. However, in the sole discretion of the Authority, the Contractor shall continue the work not terminated.

C. The Authority shall pay the Contractor for completed services accepted. Failure to agree will be a dispute under the Disputes clause. The Authority may withhold from these amounts any sum the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

**22. Termination for Default by the Contractor.** If the Authority, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the

Contractor may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

**23. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Authority's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

**24. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**25. Merger & Modification.** This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**26. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

**27. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Agreement. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the Authority's prior written consent. Additionally, the Contractor shall provide prompt written notice to the Authority of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**28. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a State officer, employee, or special Authority appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

**29. Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**30. Survival.** The provisions of Sections 5, 7, 9, 10, 16, and 17 shall survive termination of this Agreement.

**In Witness Whereof,** the Contractor and the Authority have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[Contractor]

**INDIANA ABLE AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B – COST PROPOSAL SCHEDULE

This Cost Proposal Schedule includes the projects that the Authority anticipates needing during the next year for its overall marketing efforts. Pricing for these projects is being collected in anticipation of needing the specified type of work. Until the Comprehensive Annual Marketing Plan is developed, there is no assurance that a project will be approved. **The Pricing Schedule contains a reference to the appropriate Scope of Work section for each project component.**

If a Provider anticipates that there would be “other” prices that the Authority may incur for any of the projects listed below, these prices must be noted in “other” spaces provide under each heading, and clearly defined. Remember to include any labor costs - including staff, management, subcontractors, etc. Prices resulting from the projects listed below, but not included in this attachment may not be allowed during the course of the Agreement.

No charge: if there is not a charge for any of the services listed, please note with an “n/c”.

Not To Exceed: will be abbreviated as NTE

Hourly Rates- All hourly rates shall be priced as fully loaded labor rates defined as: The billing rate of a labor category that includes all profit, direct and indirect costs.

**COMPREHENSIVE MARKETING PLAN.** Indicate the total cost to develop the Comprehensive Marketing Plan. Indicate the total price for each line item. For each year of the Agreement, assume a total marketing budget of \$120,000.

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Comprehensive Marketing Plan Development</b>			
<b>Comprehensive Marketing Plan Execution</b>			
<b>Digital</b>			
<b>Social Media</b>			
<b>Broadcast</b>			
<b>Print</b>			
<b>Other</b>			
<b>TOTAL</b>			

**A. Plan Development**

Total Price Not To Exceed \$ \_\_\_\_\_

**B. Plan Execution**

Total Price Not To Exceed \$ \_\_\_\_\_

**ATTACHMENT C - ENROLLMENT BROCHURE AND SLIMLINE**



To all your abilities, now add the ability to save.

To all of your abilities, now add the ability to save. The Achieving a Better Life Experience Act (ABLE) of 2014 allows individuals with disabilities and their families to save for many daily, disability-related expenses on a *tax-deferred* basis – without limiting their ability to benefit from supplemental security income (SSI), Medicaid and other federal programs.



## A message from the Treasurer.

“Thank you for your interest in InvestABLE Indiana. I am pleased to be able to offer such an important service to Hoosiers. With INvestABLE Indiana, individuals with disabilities, their family members and others can contribute funds to a tax-exempt ABLE account without affecting the individual’s eligibility for state and federal benefits. This program allows individuals living with disabilities an opportunity to build assets.”

– Kelly Mitchell, State Treasurer

# Making saving easier helps make life better.

ABLE savings may grow and be withdrawn tax-free, provided that savings are used for qualified, disability-related expenses.

## Plan highlights

### Special tax advantages

- Earnings on your investments are federally tax-deferred, maximizing your return.
- Withdrawals are federally tax-free, if used for qualified disability expenses.<sup>1</sup>

### No impact on current benefits

- Balances of \$100,000 or less are excluded from the SSI resource limit; only the amount OVER \$100,000 is counted against your SSI resource limit, whether alone or in combination with other resources.
- If you exceed your SSI resource limit, your SSI benefits will be suspended until the ABLE account balance no longer exceeds your resource limit.<sup>2</sup>
- You'll continue to be eligible for Medicaid, regardless of your account balance.<sup>3</sup>

### User-friendly

- Open an account online with as little as \$25.
- Access your account by phone or online 24/7 from a PC, tablet or mobile device.
- Select the checking option to easily access your funds via a debit card.
- Anyone can contribute to your account. With the easy-to-use Ugift® feature, friends, family - and even members of the public - can give meaningful gifts too!

### High maximums

Contribute up to \$15,000 per year. Account balance limit: \$450,000.

### Low fees

The annualized investment costs on assets per investment option range from 0.34% to 0.38%, depending on which investment option(s) you select. The account is charged an account maintenance fee of \$15 per quarter. This fee can be discounted by \$3.75 per quarter if you select email delivery for statements and confirmations.

If you are invested in the checking option, an additional monthly service charge of \$2 will be applied to your account. This fee is waived if your account has an average daily balance over \$250 or if you select electronic statement delivery with Fifth Third Bank.

<sup>1</sup>Earnings on non-qualified withdrawals may be subject to federal income tax and a 10% federal penalty tax, as well as applicable state and local income taxes.

<sup>2</sup>Please see the Plan Disclosure Documents for complete details on SSI suspension and any requirements on when you use the funds to prevent suspension of benefits.

<sup>3</sup>Upon the death of the account owner, the state Medicaid agency shall be a creditor for the total medical assistance paid under the State's Medicaid program on behalf of the account owner after the establishment of the account, upon filing of a claim for payment by such state.



## Who's eligible?

You can open the account for yourself, or an authorized individual can open one on your behalf, if:

- Your disability was present before the age of 26; and
- One of the following is true:
  - You experience blindness as determined by the Social Security Act; or
  - You are entitled to receive Social Security disability benefits (SSI or SSDI) or have a similarly severe disability and possess a written diagnosis from a licensed physician.

*(To open an account you must certify that you have a physical or mental disability that can be expected to last for at least a year or can cause death; or you are blind; or your disability is included on the Social Security Administration's List of Compassionate Allowances Conditions; and such blindness or disability occurred before age 26.)*

### What are Qualified Disability Expenses?

These are any expenses that (1) are incurred at a time when the Account Owner is an Eligible Individual, (2) relate to the blindness or disability of the Account Owner, and (3) are for the benefit of the Account Owner in maintaining or improving his or her health, independence or quality of life. Qualified expenses include, but are not limited to:

- Education
- Health and wellness
- Housing
- Transportation
- Legal fees
- Financial management
- Employment training and support
- Assistive technology
- Personal support services
- Oversight and monitoring
- Funeral and burial expenses
- Basic living expenses

*(When savings are used for non-qualified expenses, the earnings portion of the withdrawal will be treated as income, so it will be taxed at the account owner's tax rate, and will be subject to a 10% federal tax penalty and applicable state taxes.)*

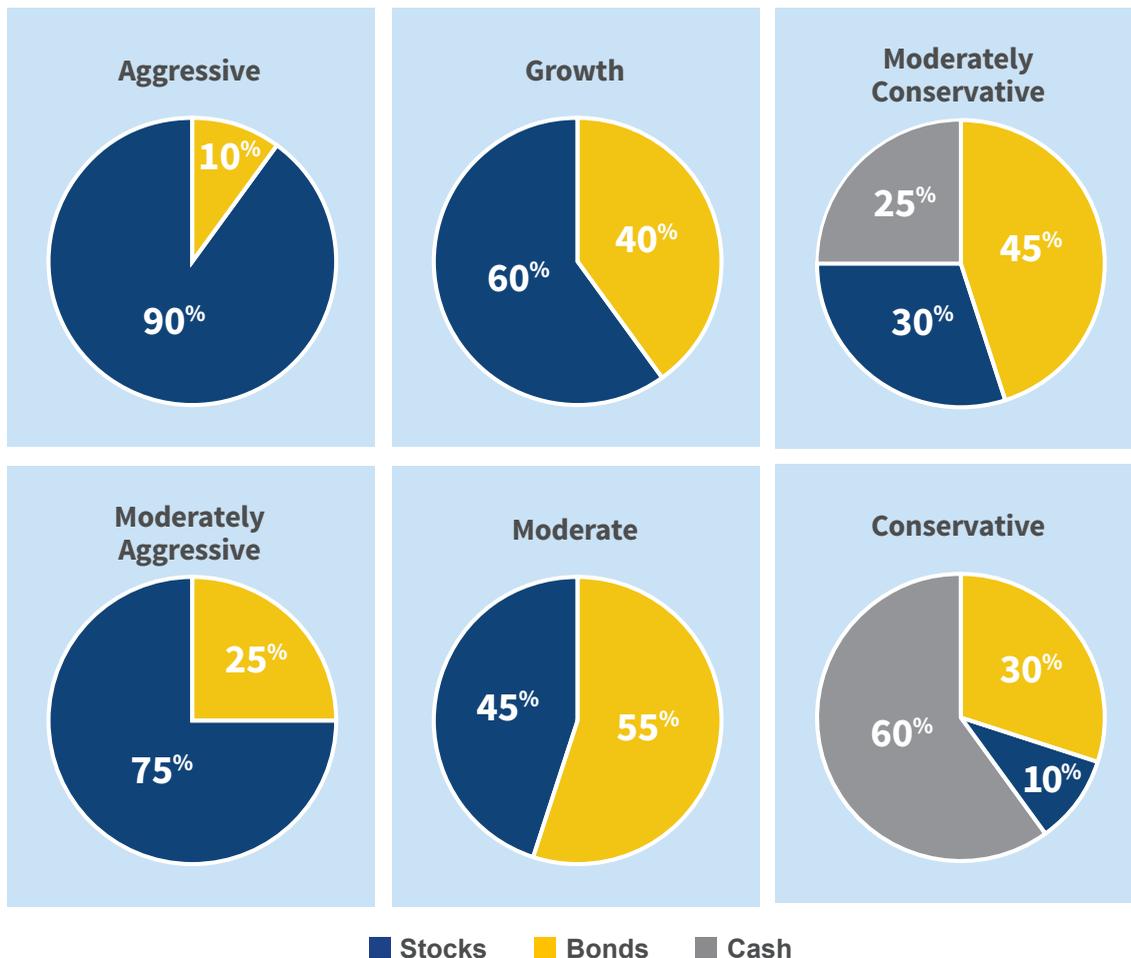
# Investment options to fit your needs.

InvestABLE Indiana offers a range of investment options to match both your goals and comfort with risk.

InvestABLE Indiana offers investment options that meet your needs - based on your unique plans and risk tolerance. Visit [in.savewithable.com](http://in.savewithable.com) to learn more about the options available.

You can also contribute to an FDIC-insured checking account (through Fifth Third Bank) that lets you withdraw money using a debit card or by writing a check. This allows you to easily use your funds for everyday expenses related to your disability.

## Portfolio Options



Accounts in the Member Plan are not guaranteed or insured by the Member State, the Member State Administrator, the Trust, the Administrator, the Member Plan or the Program Manager. You could lose money by investing in the Member Plan. The checking option is FDIC insured.

# Frequently Asked Questions

## **Do I have to prove eligibility?**

No. To open an account, you must certify that you have a physical or mental disability that can be expected to last for at least a year or can cause death; or you are blind; or your disability is included on the Social Security Administration's List of Compassionate Allowances Conditions; and such blindness or disability occurred before age 26. You should have a record of the doctor's signed diagnosis, a benefits verification letter from the Social Security Administration or other relevant documentation for account verification, as needed.

## **Do I have to prove that withdrawals are for qualified disability expenses?**

Not at the time of the withdrawal. Annually, InvestABLE Indiana will report the total amount of your withdrawals to the IRS and the date and amount of each of your withdrawals to the Social Security Administration. In the event that either entity wants to verify the expenses, it's recommended that you keep detailed records.

## **Can I have more than one InvestABLE Indiana account?**

No. You're limited to one ABLÉ account, except in the case of a rollover from another qualified ABLÉ program. This extends beyond InvestABLE Indiana to include accounts in other ABLÉ programs.

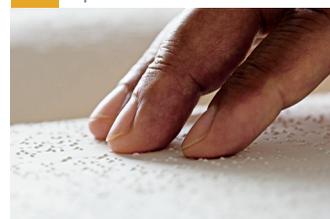
In the case of a rollover to an ABLÉ account for the same account owner, the account from which the funds are withdrawn must be closed within 60 days of the withdrawal.

## **Can friends and family make contributions into my account?**

Absolutely. Anyone can contribute directly to your InvestABLE Indiana account. No matter who contributes, you, the account owner or authorized individual, retain control over the account. With the easy-to-use Ugift feature, anyone can contribute to your account.

## **How often can I change my investments?**

Twice per calendar year. You can change your investment options for any NEW contributions at any time.



# Get started with just a few clicks.

It only takes a few minutes to open an InvestABLE Indiana account:

- Read the Plan Disclosure Documents for important details.
- Enroll at [in.savewithable.com](https://in.savewithable.com)

## **We're here to help.**

**Call us:** 1-888-609-3457, Monday – Friday, 8:00 am - 5:00 pm CT

**Email us:** [in.clientservice@savewithable.com](mailto:in.clientservice@savewithable.com)

## **Contact us by mail:**

InvestABLE Indiana  
P.O. Box 219342  
Kansas City, MO 64121-9781

## **Overnight Delivery:**

InvestABLE Indiana  
920 Main Street  
Suite 900  
Kansas City, MO 64105



For more information about InvestABLE Indiana (the “Member Plan”), call 1-888-609-3457, or visit [in.savewithable.com](http://in.savewithable.com) to obtain Plan Disclosure Documents, which include investment objectives, risks, charges, expenses, and other important information; read and consider it carefully before investing.

Investors should consider before investing whether their home state offers any state tax or other benefits that are only available for investments in such state’s qualified ABLE program. Investors should consult their legal, tax advisor and/or other advisor regarding their specific legal, investment or tax situation.

The Member Plan is sponsored by the state of Indiana and administered by Indiana ABLE Authority. The Member Plan is one of the qualified ABLE plans issued by the ABLE Consortium Trust. Ascensus College Savings Recordkeeping Services, LLC, the Program Manager, and its affiliates have overall responsibility for the day-to-day operations, including investment advisory, recordkeeping and administrative services. The Member Plan offers a series of investment options within the ABLE Consortium Trust. The Member Plan is intended to operate as a qualified ABLE plan to be used only to save for Qualified Disability Expenses, pursuant to the Section 529A of the U.S. Internal Revenue Code, as amended.

Investment returns will vary depending upon the performance of the Investment Options you choose. You could lose all or a portion of your money by investing in the Member Plan depending on market conditions. Account Owners assume all investment risks as well as responsibility for any federal and state tax consequences.

This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under federal or state tax laws. This material is not an offer to sell or a solicitation of an offer to buy any securities. Participation in the Member Plan does not guarantee that contributions and the investment return on contributions, if any, will be adequate to cover future expenses or that an account owner is eligible to participate in the Member Plan.

**Investments are not FDIC-insured (except for the Checking Option). No bank, state or federal guarantee. Investments may lose value.**

Ugift is a registered service mark of ABD (Ascensus Broker Dealer Services, Inc.). All other marks are the exclusive property of their respective owners.



The National ABLE Alliance is a partnership of States focused on offering people with disabilities an ABLE investment product with low-cost financial options.

## Plan highlights.

### Special tax advantages

- Earnings on your investments are federally tax-deferred, maximizing your return.
- Withdrawals are federally tax-free, if used for qualified disability expenses.<sup>1</sup>

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- Balances under \$100,000 are excluded from the SSI resource limit.<sup>2</sup>
- You'll continue to be eligible for Medicaid, regardless of your account balance.<sup>3</sup>

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<sup>3</sup>Upon the death of the account owner, the state Medicaid agency shall be a creditor for the total medical assistance paid under the State's Medicaid program on behalf of the account owner after the establishment of the account, upon filing of a claim for payment by such state.

[in.savewithable.com](http://in.savewithable.com)

### Contact Us:

[in.clientservice@savewithable.com](mailto:in.clientservice@savewithable.com)

1-888-609-3457

For more information about InvestABLE Indiana (the "Member Plan"), call 1-888-609-3457, or visit [in.savewithable.com](http://in.savewithable.com) to obtain Plan Disclosure Documents, which include investment objectives, risks, charges, expenses, and other important information; read and consider it carefully before investing.

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The logo for InvestABLE Indiana features a stylized torch icon to the left of the text "NvestABLE" in a large, bold, blue serif font, with "INDIANA" in a smaller, blue, all-caps sans-serif font below it.

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To all your abilities,  
now add the ability to save.

# Making saving easier helps make life better.

There's no limit to what individuals with disabilities can do. Now, that includes saving, too.

The Achieving a Better Life Experience Act (ABLE) of 2014 allows those with disabilities and their families to save for many daily, disability-related expenses on a tax-deferred basis – without limiting their ability to benefit from supplemental security income (SSI), Medicaid and other federal programs.



## A message from the Treasurer.

“Thank you for your interest in InvestABLE Indiana. I am pleased to be able to offer such an important service to Hoosiers. With INvestABLE Indiana, individuals with disabilities, their family members and others can contribute funds to a tax-exempt ABLE account without affecting the individual's eligibility for state and federal benefits. This program allows individuals living with disabilities an opportunity to build assets.”  
– Kelly Mitchell, State Treasurer

## Who's eligible?

You can open the account for yourself, or an authorized individual can open one on your behalf, if:

- Your disability was present before the age of 26; and
- One of the following is true:
  - You experience blindness as determined by the Social Security Act; or
  - You are entitled to receive SSI or SSDI benefits or have a similarly severe disability with a written diagnosis from a licensed physician.

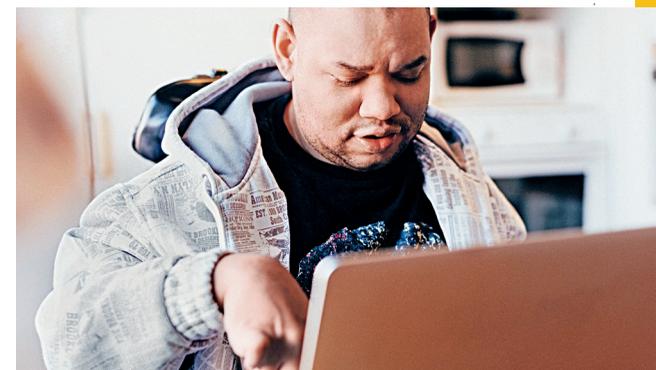
*(The account owner or authorized individual must certify the disability. See Plan Disclosure Documents for details.)*

## What are Qualified Disability Expenses?

These are ANY expenses that are incurred as a result of living with a disability and are intended to improve your quality of life. Qualified expenses include, but are not limited to:

- Education
- Health and wellness
- Housing
- Transportation
- Legal fees
- Financial management
- Employment training and support
- Assistive technology
- Personal support services
- Oversight and monitoring
- Funeral and burial expenses
- Basic living expenses.

*(Withdrawals for non-qualified expenses will be taxed at the account owner's tax rate, and will be subject to a 10% federal tax penalty and applicable state taxes.)*



## Investment options to fit your needs.

InvestABLE Indiana offers investment options that meet your needs - based on your unique plans and risk tolerance. Visit [in.savewithable.com](http://in.savewithable.com) to learn more about the options available.

## Low fees.

- Fee-free transactions from checking option at AllPoint ATMs.
- Flat quarterly fee\*, regardless of account balance.
- No transaction fees.

*\*Discounts may apply, please see Plan Disclosure Statement.*

Start saving today at  
[in.savewithable.com](http://in.savewithable.com)

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