



To: Honorable Mayor and Village Council Date: June 30, 2014

From: Ron E. Williams, Village Manager Re: Employee Benefits Broker/
Agent of Record

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO EMPLOYEE BENEFITS; APPROVING THE SELECTION OF SCHWABE BENEFITS GROUP TO PROVIDE BROKER/AGENT OF RECORD PROFESSIONAL SERVICES FOR THE VILLAGE'S EMPLOYEE BENEFITS PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH SAID FIRM FOR THE AGGREGATE AMOUNT OF \$58,636. FOR THE FIRST 3 YEARS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Village of Palmetto Bay offers a comprehensive healthcare benefit plan to its full-time employees and elected officials. While still considered a small group in comparison to other municipalities, the Village is now in a better position to compete in the healthcare market due to a combination of higher enrollment and a consistently favorable health experience record. At this point, it is no longer an efficient practice to solicit quotes from various brokers every year, with each one providing a plethora of information with generally the same options to the Village. Each year, staff meets with several brokers and reviews a myriad of information provided by the brokers and the insurance carriers. It is customary for the insurance carriers to pay brokerage fees directly to the broker, which are collected through the monthly insurance premiums charged. Therefore, even when the plans are the same, the premiums charged vary from broker to broker, and the information provided still requires a thorough review. To streamline this process, the Village is looking to enter into a 3-year agreement with a professional brokerage firm. This would not only make the process more efficient, but it also allows the Village to know what the broker fees will be for the next three years.

Consequently, the Village issued RFP #1314-43-001 to solicit proposals from various professional firms to provide Broker/Agent of Record services to the Village. Following the procurement process, which included the review and ranking by a selection committee composed of three staff members with knowledge in the financial, management and human resources & benefits fields, the firm with the combined highest score was Schwabe Benefits Group or SBG. SBG has been the Village's insurance broker for a number of years now. Each year, SBG has been bringing competitive pricing to the Village on all of our health products, which ultimately translates into lower premiums costs for the Village and our employees. Although the selection process was not solely based on cost, it should be noted that the proposal submitted by SBG included the lowest cost for all four respondents by a significant margin. The



Village contemplates entering into a 3-year agreement with the option to extend for two additional one-year periods. The annual costs details are provided below:

Year 1 -	\$18,000
Year 2 -	\$18,540
Year 3 -	\$19,096

As previously stated, the amounts shown above are paid directly by the insurance carrier to the broker and this arrangement will continue under the proposed agreement. A disclosure statement showing the fees paid will be provided to the Village on a semi-annual basis. In addition, the contract also includes an annual fee of \$1,000 for a wellness initiative, which the Village will pay directly to the broker.

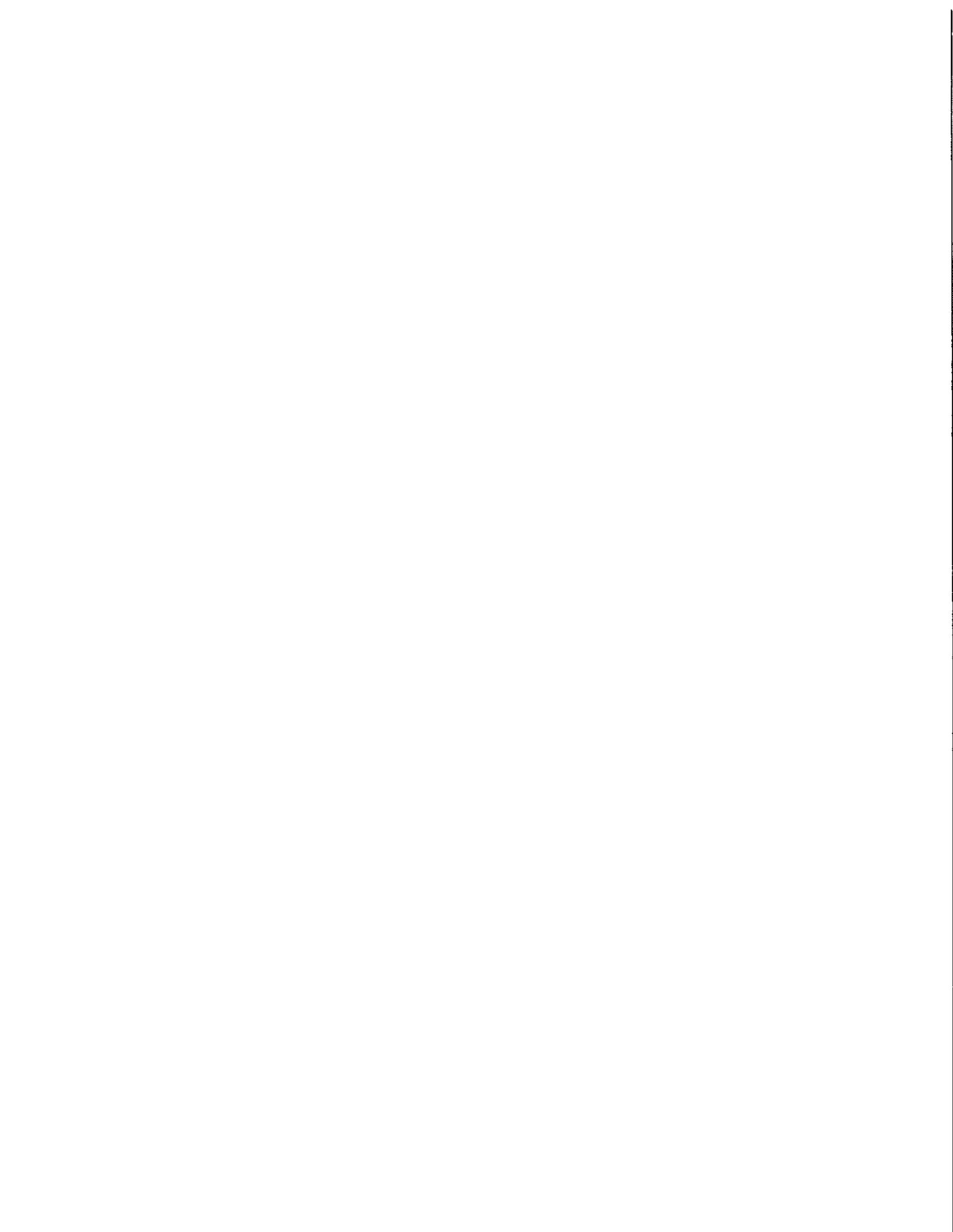
Copies of RFP #1314-43-001, the Award Recommendation, the Tabulation & Checklist, the Evaluation Sheet, and contract are attached as reference.

FISCAL/BUDGETARY IMPACT:

The broker fees will continue to be paid by the insurance carrier directly to the broker. These fees are customarily included in the monthly premiums charged by the carrier. The additional \$1,000 fee for the wellness initiative is part of the "Professional Services" line item of the Human Resources Departmental Budget.

RECOMMENDATION

Council approval is recommended.



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO EMPLOYEE BENEFITS; APPROVING THE SELECTION OF SCHWABE BENEFITS GROUP TO PROVIDE BROKER/AGENT OF RECORD PROFESSIONAL SERVICES FOR THE VILLAGE'S EMPLOYEE BENEFITS PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH SAID FIRM FOR THE AGGREGATE AMOUNT OF \$58,636 FOR THE FIRST 3 YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay recently submitted a grant application to the Florida Department of Environmental Protection requesting assistance from the Recreational Trails Program to fund needed improvements to the Coral Reef Park trail; and,

WHEREAS, the Village Council adopted Resolution No. 2013-17 authorizing the submittal of the grant application and allowing the project to be included as part of the Village's Capital Improvement Plan; and,

WHEREAS, the Village was successful in securing grant funding in the amount of \$181,500, and providing a grant match of \$121,000 for the proposed trail improvements; and,

WHEREAS, the Village desires to move forward with the acceptance of the grant award, and successful applicants are required to enter into a grant agreement with the Florida Department of Environmental Protection.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby accepts the grant award from the Florida Department of Environmental Protection's Recreational Trails Program in the amount of \$181,500.

Section 2. The Village Manager is authorized to sign the required grant agreement, in substantial form and content to the attached Exhibit 1, and other related grant documents.

Section 3. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of July, 2014.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

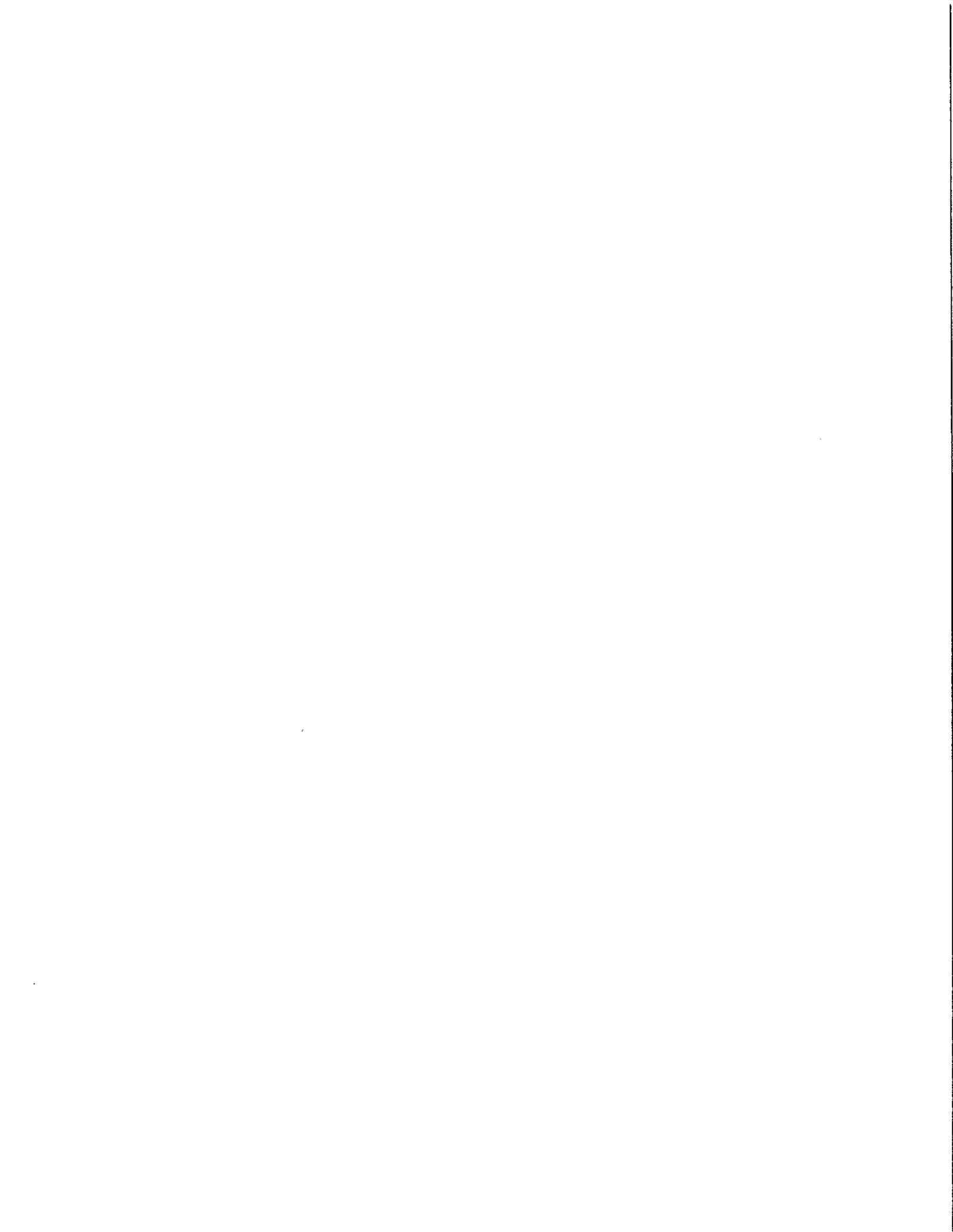


APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	_____
Council Member Tim Schaffer	_____
Council Member Joan Lindsay	_____
Vice-Mayor John DuBois	_____
Mayor Shelley Stanczyk	_____



Village of Palmetto Bay
 Finance Department Procurement Action
 AWARD RECOMMENDATION



To: Olga Cadaval, Human Resources Director

From: Kristy Bada, Procurement Specialist

Date: June 24th, 2014

RFP/ITB#: 1314-43-001 Item/Service: Employee Benefits Broker/Agent of Record

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of proposal submittals for Employee Benefits Broker/Agent of Record, RFP 1314-43-001, it was found that Schwabe Benefits Group was the lowest, most responsive, and responsible bidder. The proposal submittal included all of the required documentation, licenses, references, and addendum acknowledgements. The references provided positive feedback and further qualified their competence in providing employee benefits broker/agent of record services.

II. Recommendation:

a. Which bid is being recommended? Schwabe Benefits Group

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes ___ No X

If No, is the variance considered: Minor X Major ___

Explain: Required forms were signed erroneously by Notary Public. Broker/Agent was contacted and advised to provide forms signed by President of Schwabe Benefits Group. Broker/Agent responded and provided forms immediately upon request.

c. Is the recommendation the lowest bid received? Yes X No ___

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary:

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The review committee, comprised of Olga Cadaval, Human Resources Director; Desmond Chin, Finance Director; and Chanelle Costa, Executive Assistant to the Village Manger evaluated all proposal submittals. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and tabulated the evaluations completed by the review committee, which resulted in Schwabe Benefits Group as the highest ranked Broker/Agent. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award to the lowest, most responsive, and responsible bidder, which is Schwabe Benefits Group in the amount of \$18,000 for Year 1, \$18,540 for Year 2, and \$19,096 for Year 3. Schwabe Benefits Group has also provided an optional annual flat-rate fee in the amount of \$1,000.00, for an Annual Benefits & Wellness Fair, which are supplementary to the proposed annual rates.

IV. Recommendation Approval:

Signature/Date [Signature] 6/25/14
 Kristy Bada, Procurement Specialist

Signature/Date [Signature] 6/25/14
 Olga Cadaval, Human Resources Director

Signature/Date [Signature] 6/25/14
 Desmond Chin, Finance Director

Signature/Date [Signature]
 Ron E. Williams, Village Manager





To: Ron E. Williams, Village Manager

Date: May 12, 2014

From: Kristy Bada, Procurement Specialist

Re: RFP No. 1314-43-001
Employee Benefits Broker/Agent of Record

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Employee Benefits Broker/Agent of Record; and respectfully request your review and approval; as follows:

Actions to Date:

- In coordination with the Human Resources Department, an RFP was developed for the solicitation of qualified vendors to provide Employee Benefits Broker/Agent of Record Services.

Recommended Course of Action:

- May 12-13th, 2014: Proposed/Draft RFP to be forwarded to the Village Attorney for review and/or comments.
- May 13-14th, 2014: Proposed/Draft RFP to be forwarded to the Village Manager for review/approval.
- May 19th, 2014: Approved RFP to be advertised and issued; Cone of Silence commences.
- June 18th, 2014: RFP 1314-43-001 due by 3:00 pm.
- June 24th, 2014: Subsequent to bid opening, tabulate bids, review submittal documentation for completeness and accuracy, and contact references. Prepare memo for Directors' review and approval of recommendation for award
- June 25th, 2014: Recommendation presented to the Village Manager with copies of tabulation sheet, bid submittal with all required forms and documentation, and reference inquiry.
- July 7th, 2014: Resolution to Council for approval of selections and Award of Contract.
- July 17th, 2014: Anticipated execution date.

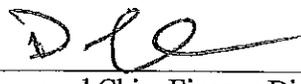
By your signature below, I will proceed with the above described / recommended course of action.

Department Approval:

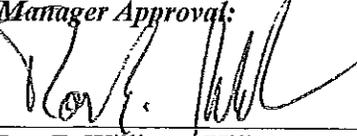
 5/12/14
Olga Calaval, Human Resources Director / Date

Finance Department Approval:

Budgeted Funds Available:

 5/12/14
Desmond Chin, Finance Director / Date

Manager Approval:

 5/13/14
Ron E. Williams, Village Manager / Date



MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY - REQUEST FOR PROPOSALS
EMPLOYEE BENEFITS BROKER/AGENT OF RECORD NO. 1314-43-001

In the XXXX Court,
was published in said newspaper in the issues of

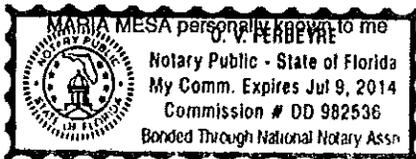
05/19/2014

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

19 day of MAY, A.D. 2014

(SEAL)



REQUEST FOR PROPOSALS (RFP) EMPLOYEE BENEFITS BROKER/AGENT OF RECORD

NO. 1314-43-001

The Village of Palmetto Bay is accepting sealed proposals from qualified vendors to provide broker/agent of record professional services for all health, dental, life, and other related employee benefit programs. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Wednesday, June 19th, 2014. (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To guard against premature opening, each proposal shall be submitted to the Office of the Village Clerk in a sealed envelope plainly marked clearly labeled "EMPLOYEE BENEFITS BROKER/AGENT OF RECORD," and include the specification number, Broker/Agent name, and time and date of the proposal opening. Proposals shall be submitted using the forms and following the instructions provided in the specification package. To be considered, all interested parties must request and purchase a copy of the RFP document from the address listed above and submit one (1) original, four (4) copies, and one (1) electronic copy of the required information and documents in one (1) sealed package. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Monday, May 19th, 2014 after 8:30 a.m. at the Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalties or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified Brokers/Agents can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.
5/19 14-B-185/2285092M





REQUEST FOR PROPOSALS (RFP) No: 1314-43-001
 EMPLOYEE BENEFITS BROKER/AGENT OF RECORD
 Bid Opening - 6/18/2014 - 3:00 pm
 Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL

Proposer:

Kahn Carlin

Annual rate:
 Year 1: \$ 25,000.00
 Year 2: \$ 26,250.00
 Year 3: \$ 27,502.50

A and A Insurance Services

Annual rate:
 Year 1: \$ 28,500.00
 Year 2: \$ 28,500.00
 Year 3: \$ 28,500.00

Schwabe Benefits Group

Annual rate:
 Year 1: \$ 18,000.00
 Year 2: \$ 18,540.00
 Year 3: \$ 19,096.00

Brown & Brown Benefits Consultants

Annual rate:
 Year 1: \$ 20,000.00
 Year 2: \$ 22,500.00
 Year 3: \$ 25,000.00

~~_____~~

~~Annual rate:
 Year 1: \$ _____
 Year 2: \$ _____
 Year 3: \$ _____~~

Opening conducted and verified by:

Melghan J. Alexander
 Melghan J. Alexander
 Village Clerk

Witnesses:

Missel Arocha
 Missel Arocha

Print Name:

Kristy Bada
 Kristy Bada

Print Name:

06-18-14P03:01 RCVD



Village of Palmetto Bay
 Employee Benefits Broker/Agent of Record
 RFP 1514-43-001
 Tabulation & Checklist



	Kahn-Carlin	A&A Insurance Services Proposal Amount	Schwabe Benefits Group	Brown & Brown Benefits Group
Annual Rate Year 1	\$25,000.00	\$28,500.00	\$18,000.00	\$20,000.00
Annual Rate Year 2	\$26,250.00	\$28,500.00	\$18,540.00	\$22,500.00
Annual Rate Year 3	\$27,562.00	\$28,500.00	\$19,096.00	\$25,000.00
Total for Year 1, 2, & 3	\$78,812.00	\$85,500.00	\$55,636.00	\$67,500.00
Optional Services				
	Annual Employee survey \$2,500.00 Annual Rate Benchmarking Report \$1,000 Annual Rate Baptist Wellness Plan \$1,500.00 Annual Rate	N/A	Annual Benefits & Wellness Fair \$1,000 Annual Rate	N/A
Proposal Checklist				
Compensation Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓	✓	✓
Bidder Qualifications	✓	✓	✓	✓
Completeness of Proposal Submittal	✓	✓	Proposer's Qualification Statement were erroneously signed by Notary Public; Broker/Agent provided new forms properly signed	Proposer's Qualification Statement Missing Response to Question No. 19 ✗
Copies of Bid and Village Required Forms	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓
References	✓	✓	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, May 19th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
 Village Clerk



Village of Palmetto Bay
Employee Benefits Broker/Agent fo Record
RFP 1314-43-001
Proposal Submittal Evaluation Sheet



Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Points (Max 300)	Average (Max 100)	Ranking
Brown and Brown Benefit Consultants	86	66	85	237	79	2
A & A Insurance Services, INC.	82	55	77	214	71	4
Kahn & Carlin Insurance	85	61	76	222	74	3
Schwabe Benefits Group	92	81	94	267	89	1

Date Advertised: Monday, May 19th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
 Village Clerk



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by FEI/EIN Number****Florida Profit Corporation**

SCHWABE AND ASSOCIATES, INC.

Filing Information

Document Number	681862
FEI/EIN Number	592024116
Date Filed	08/13/1980
State	FL
Status	ACTIVE

Principal Address

8525 SW 92 STREET
SUITE B-6
MIAMI, FL 33156

Changed: 02/05/1996

Mailing Address

8525 SW 92 STREET
SUITE B-6
MIAMI, FL 33156

Changed: 03/02/2010

Registered Agent Name & Address

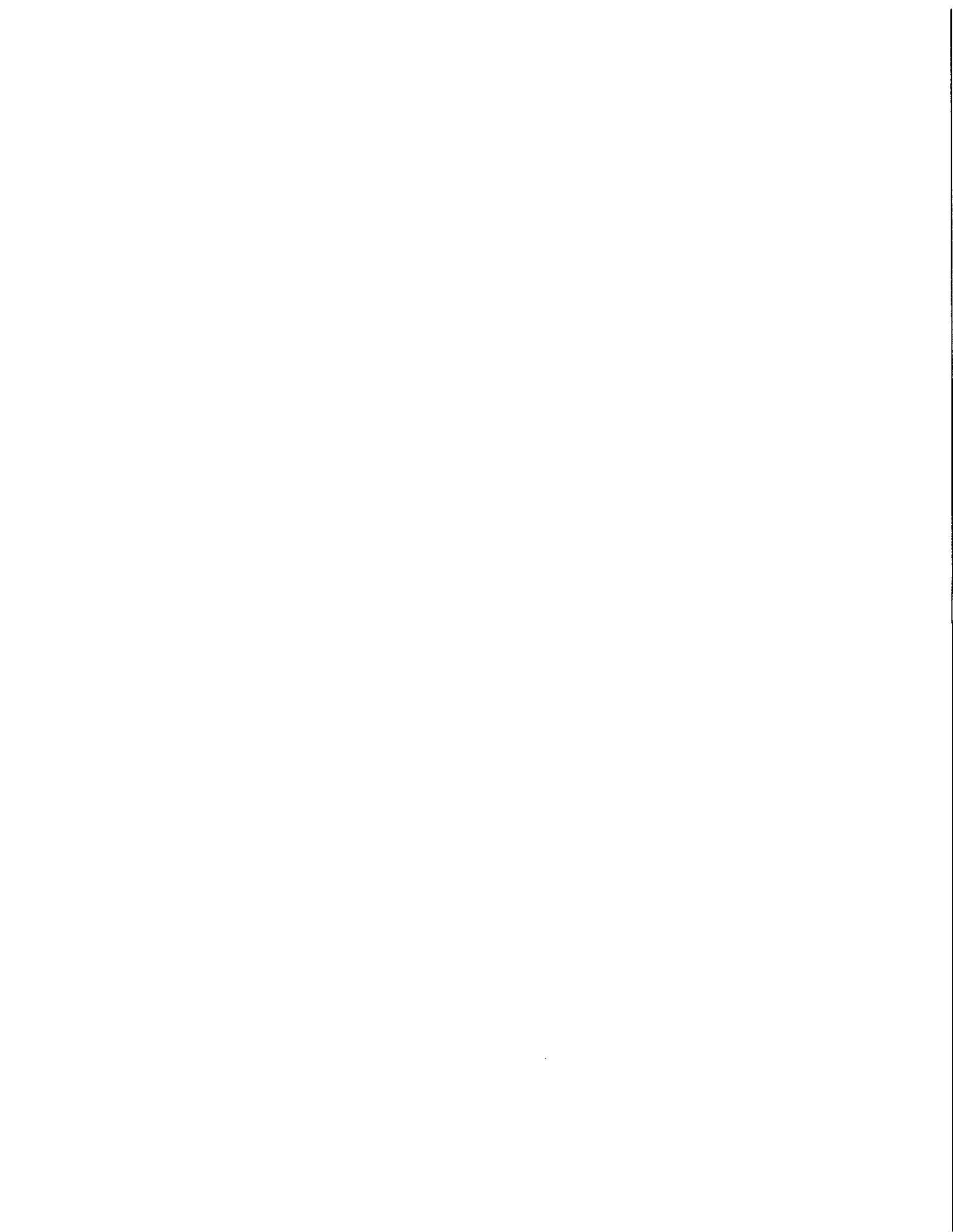
SCHWABE, ROBERT HENRY
8525 SW 92ND STREET
SUITE B-6
MIAMI, FL 33156

Address Changed: 02/05/1996

Officer/Director Detail**Name & Address**

Title PD

SCHWABE, ROBERT HENRY
4003 NW 88TH TERRACE
COOPER CITY, FL 33024



Annual Reports

Report Year	Filed Date
2012	02/07/2012
2013	01/17/2013
2014	01/09/2014

Document Images

01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/17/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
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01/20/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State





**SCHWABE
BENEFITS GROUP**

The Village of Palmetto Bay

Employee Benefits Broker/Agent of Record - RFP

No. 1314-43-001

This document contains confidential information in regards to the public bid request, provided exclusively for The Village of Palmetto Bay by Schwabe Benefits Group. For questions regarding the contents of this proposal, please contact: Meaghan Zaffiris Schwabe, 8525 SW 92nd Street, Suite

B-6, Miami, FL 33156. Tel: 305.270.1990. Meaghan@SchwabeBenefitsGroup.com

June 18th, 2014

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LETTER OF TRANSMITTAL

Schwabe Benefits Group has been the Broker of Record for the Village of Palmetto Bay since 2004. Over the past decade we have truly appreciated being part of the continued growth of such a pronounced organization. We have built many great relationships with the staff and have worked diligently to address not only the needs of the Village as a group, but individual member needs as well.

Due to our experience and tenured relationship with the Village of Palmetto Bay, our agency has the greatest level of understanding for the scope of services required. We have designed innovative and comprehensive benefit packages for the developing needs of the staff by negotiating and implementing a cost effective benefit package including Medical, Dental, Vision, Life and Supplemental Lines of Insurance. We have prepared comprehensive market analysis' for the Villages plan designs, organized and conducted annual enrollment meetings, and provided the Human Resources Department with continued updates on Legislation and Compliance standards. We have provided excellence in customer service through the facilitation of employee claim resolutions, cobra election notices, billing, enrollment requests, and many other required servicing needs.

Schwabe Benefits Group was started in Miami, Florida by Robert Schwabe in 1965. We now service more than 305 small businesses, with the majority of those businesses located in South Florida. Because of our longevity in the marketplace, we have relationships with the Insurance Carriers that are unmatched by other agencies in the state of Florida. Our local team has almost 100 years combined industry experience. Ranked among the top one percent of group healthcare producers in the country, we provide our clients with a competitive advantage stemming from extraordinary service ad distinguished health care partnerships. While we certainly have the extensive knowledge and relationships required to compete with some of the largest insurance agencies, as a family agency we believe in good old-fashioned personal client services. As your servicing agent of record, we will continue to provide professional expertise and daily support to ensure you receive full value for your benefit dollars.

SECTION 1.0: Advertisement



REQUEST FOR PROPOSALS (RFP)

EMPLOYEE BENEFITS BROKER/AGENT OF RECORD

No. 1314-43-001

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Bid documents may be obtained on or after Monday, May 19th, 2014 after 8:30 a.m. at the Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified Brokers/Agents can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village of Palmetto Bay (Village) is a municipality in south Miami-Dade County of approximately 23,000 residents. The Village currently employs forty-nine (49) full-time employees and thirty-three (33) part-time employees. Health and other fringe benefits are extended to the full-time employees and the five-member Village Council. Part-time employees are not eligible for fringe benefits but are encouraged to participate in health wellness initiatives.

Insurance Benefits Information

The Village of Palmetto Bay offers a comprehensive healthcare benefit plan to its full-time employees and Council members which consists of medical insurance, supplemental medical insurance (medical bridge plan), dental insurance, life insurance (basic level – 2X annual salary), accidental death and dismemberment, voluntary vision, and COBRA administration. All eligible employees and elected officials, with the exception of two (2) councilmembers are currently participating in the Village’s health plan, for a total of fifty-three (53) participating employees. The employee census information is detailed in Table A below:

Table A. Employee Census Information

Age Distribution	Females	Percentage	Males	Percentage
0-19	0	0%	0	0%
20-34	6	23%	3	11%
35-49	14	54%	10	37%
50-64	4	15%	13	48%
65+	2	8%	1	4%
Totals	26	100%	27	100%

Note: One position is currently vacant and was therefore not included in the figures shown above.

Medical, vision, life, and accidental death and dismemberment benefits are presently offered through United Healthcare. Eligible employees have a choice between the Open Access HMO and the POS plans. Both plans are on the United Healthcare national provider network and both are open access.

For dental insurance, employees have the ability to select between two plans under United Healthcare or between two plans with Florida Dental Benefits. The two dental plans offered through United Healthcare include the PPO and the DMO. Employees may also opt to elect between the High Option and the Enhanced Option plans with Florida Dental Benefits. Both plans with Florida Dental Benefits provide in-network benefits only with no annual maximums, annual deductibles or waiting periods.

Finally, the Village offers an employer-sponsored supplemental insurance plan, also commonly known as a medical bridge plan, through Colonial Life Insurance Company. The coverage level for the plan mimics the level that is elected by the employee for the medical insurance. Therefore, dependents covered under the medical insurance are also covered under the employer-sponsored medical bridge plan.

The Village pays for the medical bridge plan premiums and contributes up to \$1,000 monthly per employee towards the cumulative costs for all monthly insurance premiums, except vision. Premiums for the vision insurance are paid by the employee. Since inception, the Village's benefit year runs concurrently with the fiscal year which starts on October 1st and ends on September 30th.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each individual or Broker/Agent submitting a proposal (Broker/Agent) shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Broker/Agent acknowledges agreement with and acceptance of all provisions of the RFP specifications.

The terms "Bidder", "Proposer" or "Vendor," as used throughout this RFP, include any person or entity making a proposal herein to Village or providing goods or services to Village.

3.01 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all terms. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (KBada@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than 144 hours (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written clarification of the RFP, must be directed to:

Mrs. Kristy Bada
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: KBada@palmettobay-fl.gov

Inquiries must be received 144 hours (6 calendar days) prior to proposal due date, Thursday, June 12th, 2014, at 3:00pm.

3.03 Objections to RFP Terms

Should Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Broker/Agent must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Department of Finance, Procurement Specialist (Department) setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Without limiting the generality of the foregoing, the information provided in or in conjunction with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are, or will be, provided by the Department and no claim may be brought against Department as a result of the presentation of such information, irrespective of its accuracy, completeness, or general utility.

3.04 Addenda to RFP

The Department may modify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Proposer unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

3.06 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Proposer to provide written clarification of its submittal.

3.07 Laws and Ordinances

The Proposer shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and Proposer standards that would apply to this agreement.

3.08 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.

3.09 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Broker/Agent to observe any provision of this RFP.

3.10 Cone of Silence

- (1) In the public process for awarding agreements for the provision of goods and services, a cone of silence is imposed. Cone of silence is hereby defined to mean a prohibition on:
- Any communication regarding a particular RFP, RFQ, or BID between a potential Vendor, service provider, Bidder, lobbyist, or consultant staff and the Village's staff including, but not limited to, the village manager and his or her staff;
 - Any communication regarding a particular RFP, RFQ, or BID between the Mayor or Village council members and any member of the Village's staff including, but not limited to, the Village Manager and his or her staff;
 - Any communication regarding a particular RFP, RFQ or BID between a potential Vendor, service provider, Bidder, lobbyist, or consultant and any member of the selection committee;
 - Any communication regarding a particular RFP, RFQ or BID between the Mayor, Village Council members and any member of the selection committee;
 - Any communication regarding a particular RFP, RFQ or BID between a potential Vendor, service provider, Bidder, lobbyist, or consultant and the Mayor or Village Council members; and
 - Any communication regarding a particular RFP, RFQ or BID between any member of the Village's staff and any member of the selection committee. The Village Manager and the chairperson of the selection committee may communicate about a particular selection and/or committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that, should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Council.
- (2) Notwithstanding the foregoing, the cone of silence shall not apply to:
- Communications with the Village Attorney and his or her staff;
 - Duly noticed site visits to determine the competency of Bidders regarding a particular Bid during the time period between the opening of Bids and the time the Village Manager makes his or her written recommendation;
 - Any emergency procurement of goods or services;
 - Communication regarding a particular RFP, RFQ or BID between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or BID, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- (3) Procedure for the cone of silence being imposed.

A cone of silence shall be imposed upon each RFP, RFQ and BID after the advertisement of the RFP, RFQ or BID. At the time of imposition of the cone of silence, the Village Manager or his or her designee shall provide for public notice of the cone of silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Council member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this article. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or BID shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential Vendor, service provider, Bidder, lobbyist, or consultant and any member

of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

The cone of silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Council; provided, however, that if the Village Council refers the Village Manager's recommendation back to the Village Manager or staff for further review, the cone of silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(4) Exceptions to the cone of silence.

The provisions of this article shall not apply to oral communications at pre-Bid conferences, oral presentations before selection committees, agreement negotiations during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited by the applicable RFP, RFQ or BID documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(5) Penalties for violation of the cone of silence.

In addition to the penalties provided Section 2-155, of the Village's Code of Ordinances, and Sections 2-11.1(s) and (v), of the Miami-Dade County Code, violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or BID award to the Bidder or proposer voidable. A violation of section 2-155 may render the public hearing item voidable and a \$500.00 penalty to the applicant. The Village Council shall hold an evidentiary hearing to determine whether a violation of section 2-155 has taken place, whether a penalty shall issue, and/or whether the public hearing item should be voided. Any person who violates a provision of this article shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this article by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this article shall report the violation to the State Attorney and, or, may file a complaint with the Miami-Dade County Commission on Ethics.

(6) Please contact the Village Attorney for the Village of Palmetto Bay as to any questions concerning "Cone of Silence" compliance.

3.11 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of an agreement. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

3.12 Certification

The signer of the Response (to this RFP) must declare by signing the required forms that the person(s), Broker/Agent(s) and parties identified in the Response are interested in and available for providing the

services; that the Response is made without collusion with any other person(s), Broker/Agent(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), Broker/Agent(s) and parties identified in the Response.

3.13 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.14 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposer is awarded.

3.15 Village Authority

Broker/Agent proposals will be awarded at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

3.16 Insurance

Upon Village's notification of award, the selected Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Broker/Agent liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Agreement until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this agreement.

3.17 Accounting

If applicable, the Proposer shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Human Resources Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

3.18 Statement of Agreement Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.19 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Broker/Agent submitting a proposal, or who has quoted prices on materials to such Broker/Agent, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Broker/Agents submitting proposals.

3.20 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page

number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

3.21 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the agreement in the event that sufficient funds to complete the agreement are not appropriated by the Village of Palmetto Bay's Village Council.

3.22 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.23 Disclosures and Potential Conflicts of Interest

The Village of Palmetto Bay Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village of Palmetto Bay requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the Village of Palmetto Bay, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the Village of Palmetto Bay official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the Village of Palmetto Bay to take appropriate measures to ensure the fairness of the proposal process.

3.24 Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If any Proposer submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name(s) of the proposed subcontracting party(ies) must be clearly disclosed in the proposal. Following the award of the agreement, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.26 Anti-Discrimination

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items covered by this RFP must be new, the latest model, of the best quality, and highest grade workmanship.

3.28 Legal Requirements

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

3.29 Protests, Appeals and Disputes

An agreement may not be awarded to the Bidder/Proposer, unless the bid tabulation is posted at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of agreement. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder/Proposer, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all agreements, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

3.30 Disclaimer

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Proposals received pursuant to this RFP; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the RFP process. Proposals that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all proposals are analyzed, organization submitting proposals that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the proposal, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this RFP constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases the Village of Palmetto Bay shall have no liability to any Bidder/Proposer for any costs or expense, incurred in connection with this RFP or otherwise.

3.31 Business Entity Disclosure Statement

Bidder or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent

or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form.

3.32 Force Majeure

The performance of any act by the Village or contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due contractor for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate its agreement or contract with the vendor.

3.33 Copeland "Anti-Kickback"

Vendor and all subcontracting parties will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

3.34 Work Delays

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the agreement, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.35 Bid Guaranty

Not Applicable.

3.36 Pre-Proposal Meeting

Not Applicable.

END OF SECTION

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary.

The Village of Palmetto Bay is seeking proposals from qualified vendors to provide Broker/Agent of record professional services for all health, dental, life, and other related employee benefit programs. The program must cover retirees as well as active employees. The selected vendor shall assist with the strategic planning, design and negotiation of the most cost effective programs as well as the implementation and servicing of those plans. The selected vendor must provide a superior level of service at a cost that is acceptable to the Village. A three (3) year agreement is contemplated by the Village with services beginning on July 17, 2014, however this date is subject to change.

4.00 Scope of Work

The categories and representative tasks required for this project are outlined below. All proposals must be made on the basis of the requirements contained herein, and must either meet or exceed such requirements. All Proposers must be able to provide the following scope of service.

1. Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals; assist the Village in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc...
2. Alert the Village of any existing or potential gaps or overlaps in coverage.
3. Organize and conduct annual open enrollment meetings for all eligible employees; review pertinent documents for accuracy and completeness and prepare distribution packages ensuring that all required information and disclosures are included.
4. Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village.
5. Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits; consider and report utilization trends for the group.
6. Collect and provide benchmarking data to assess the competitiveness of the Village's benefit plan as compared to those of other similar organizations; provide information on the common trends and best practices in employee benefits as requested.
7. Provide written updates on new legislation, legal decisions, regulatory changes, and administrative requirements impacting employee benefits and recommend a plan of action to ensure compliance.
8. Establish relationships with those providers that will most greatly benefit the needs of the Village.

9. Coordinate Section 125 benefits via third-party administration, if requested by the Village.
10. Assist with the development and implementation of an employee wellness initiative, to include year-round educational, informational and promotional materials, meetings, employee outreach, and other methods that increase comprehension and awareness.
11. Coordinate and organize an annual employee health fair, and prepare all necessary related materials.
12. Provide professional advice and guidance to ensure compliance with ACA, HIPAA, OPEB, and other state and federal mandated benefits; provide current updates on ACA requirements in advance of implementation and assist with the tracking and development of operating procedures in compliance with the Act.
13. Provide COBRA and Retiree Health Insurance benefit administration (or pay for administrative services) in compliance with federal and local regulations; assist with the development and implementation of a retiree healthcare policy.
14. Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.
15. Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a findings report along and action plan to address concerns.
16. Assign a primary contact to the Village who will be reasonably available for meetings and conference calls, and will promptly respond to inquiries and requests.

4.01 Acronym Descriptions

ACA – Affordable Care Act

HIPAA – Health Insurance Portability and Accountability Act

OPEB – Other Post-Employment Benefits

COBRA – Consolidated Omnibus Budget Reconciliation Act

END OF SECTION

SECTION 5.0: Submittal Requirements

Time and Place for Submittal of Proposals

Proposals must be received by 3:00 p.m., on Wednesday, June 18th, 2014. Late submittals will not be considered.

Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Meighan J. Alexander, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Clearly labeled "EMPLOYEE BENEFITS AGENT/BROKER OF RECORD," and include the specification number, Broker/Agent name, and time and date of the proposal opening.

5.00 Format and Content of Proposals

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original copy, four (4) copies, and one (1) electronic copy on a flash drive of your complete submittal package.

Responses to this Request shall be in one volume. Any brochures and/or information pertaining to the qualifications of the Proposer and/or team may be submitted, but must be included in a single volume.

- A. Title Page: Proposer shall identify the RFP number and title, the name of the firm and corporate address and telephone number, name and title of the contact person, email address and date of submission.
- B. Table of Contents: Shall clearly identify the contents of the RFP package by section and page number.
- C. Letter of Transmittal: Concisely summarize the Proposer's general understanding of the scope of services contained in this solicitation and the attributes that make the firm the best choice for the Village of Palmetto Bay. The letter must be less than two (2) pages in length.
- D. Qualifications, Experience & Organizational Approach: Complete Questionnaire in Section 8.0 and provide the professional resumes for the principals and the staff that will be assigned to the Village.
- E. Licensing: Provide copies of your individual and/or firm's licenses to transact insurance brokerage business in the state of Florida. Include a statement confirming that the agent who will be assigned to the Village is an independent consultant or broker and is not affiliated with any insurance company, third party administrative agency or provider network.

- F. References: Provide the information requested on the Village's Reference Form found in Section 8.o, from three (3) organizations to which your firm has provided similar services for the past three (3) years. Municipal or government clients are preferred.
- G. Compensation Method: Complete the Compensation Method form found in Section 8.o

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.00 Evaluation Criteria

The Village will select the successful Proposer through an evaluation process based on the proposal meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the agreement based on the criteria set forth below. This agreement will be forwarded to the Village Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

Proposer's Qualifications & Experience	20 points
Understanding of Scope of Services & Approach	20 points
Ability to Provide the Services Required of the Village	25 points
Accessibility	15 points
Compensation	20 points
Maximum Total	100 points

6.01 Selection Criteria

The Village will select a Proposer on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written agreement. The Village reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

Responses may be rejected if the Proposer fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

The Village reserves the right to conduct interviews and/or require presentations from the top three-ranked Proposers prior to final selection and recommendation to the Village Council. The Village will not be liable for any costs uncured by the proposers in connection with such interviews/presentations, such as travel, accommodations, materials, etc.

All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Proposers. The selection shall be done by the Village's review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Proposer, the Village will discontinue negotiations with the selected Proposer and begin negotiations with the Proposer ranked second and so on until agreement is reached.

The Proposer to be recommended to the Village Council will be the one whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria which are not listed in this RFP shall be used in the evaluation.

6.02 Agreement Award

A. Proposal Retention and Award of Agreement

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The Village may award an Agreement on the basis of the initial response, without negotiations. As such, the Proposer's response shall be complete and shall contain the firm's best terms from a technical and monetary standpoint.

Upon award of an Agreement, the contents of the response provided by the Proposer may be included as part of the Agreement at the Village's sole discretion. Responses that are conditioned to mandatory additions, deletions or revisions to the terms contained in the Agreement may be rejected as non-responsive.

The Village reserves the right to execute or not execute, as applicable, the Agreement with the Proposer, based on the best interest of the Village. If the Village is unsuccessful in negotiating an Agreement with the highest-ranked firm, the negotiations with such firm shall be terminated and the Village, at its discretion, may attempt to negotiate an Agreement with the next highest-ranked firm and so on. The Village does not represent that any award will be made.

B. Competency and Responsibility of Proposer

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Agreement Requirement.

The Village anticipates awarding an agreement to the successful Proposer for a three (3) year period with an extension option for two additional (2) one-year periods. One Proposer shall be selected under this solicitation to provide the services requested herein. The successful Proposer shall be required to execute an Agreement with the Village. A draft agreement is attached hereto as Attachment A and it is hereby incorporated into and made part of this RFP.

Proposer, by submission of its response to this solicitation, agrees to execute the Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may

request clarifications and submit comments concerning the Agreement for the Village's consideration.

The Proposer to whom award is made (Broker/Agent) shall execute a written agreement with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The agreement shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Broker/Agent shall provide proof of insurance in the form, coverage's and amounts specified in Section 3.16 of these specifications within 10 (ten) calendar days after notice of agreement award as a precondition to agreement execution.

E. Business License & Tax.

The Broker/Agent must have a valid Village of Palmetto Bay business license and tax certificate before execution of the agreement.

F. Failure to Accept Agreement.

The following will occur if the Broker/Agent fails to enter into the agreement: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Broker/Agent's bond or security is required; and an award may be made to the next highest ranked Broker/Agent with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

END OF SECTION

SECTION 7.0: Schedule

7.00 Schedule

The anticipated schedule for selection of Broker/Agent is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Monday, May 19 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	8:30 AM
Deadline for Submission of written questions or requests for clarification	Thursday, June 12 th , 2014	N/A	3:00 PM
Proposal Submission Due	Wednesday, June 18 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:00 PM
Complete Proposal Evaluations	Tuesday, June 24 th , 2014	N/A	N/A
Finalize Award Recommendation	Wednesday, June 25 th , 2014	N/A	N/A
Village Council Award of Agreement	Monday, July 7 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	7:00 PM
Agreement Executed and Work Progress Begins	Thursday, July 17 th , 2014	N/A	N/A

END OF SECTION

SECTION 8.o: Required Proposal Submission Forms

PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS: Please complete this questionnaire in its entirety. Where a one-page response is requested, please note that this refers to the limit allowed and, therefore, your response may be shorter but not longer than one-page. Indicate N/A for any section that does not apply and provide a brief explanation for your answer.

Failure to respond to each question may disqualify the Proposer. This attachment **must** be included as part of your proposal.

Section A. Information & Experience of the Firm

Submitted by:	Meaghan Zaffiris Schwabe	Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Sole Owner or DBA <input type="checkbox"/> Other: _____
Name:	Schwabe Benefits Group	
Address:	8525 SW 92nd Street, Suite B-6	
City, State and Zip:	Miami, FL 33156	
Telephone No.	305-270-1990	
Fax No.	305-598-9252	

1. Firm's legal name and address:

Schwabe & Associates, Inc.

8525 SW 92nd Street, Suite B6, Miami, FL 33156

2. Date incorporated/ formed:

Schwabe & Associates, Inc has been Incorporated since 1980

3. Has your firm been debarred or suspended within the past five (5) years? No Yes

If yes, please explain. Please attach a one-page response.

4. How many insurance agents does your firm employ?

Our Firm employs 4 Florida Licensed Insurance Agents.

5. How many clients does your firm currently represent?

We represent approximately 305 Group Clients, and more than \$4,000 Individual Clients.

6. What is the number of clients located in the South Miami-Dade area? Provide a number by city as listed below:

Coral Gables:	<u>52</u>	Cutler Bay:	<u>28</u>
South Miami:	<u>19</u>	Homestead:	<u>89</u>
Pinecrest:	<u>32</u>	Florida City:	<u>19</u>
Palmetto Bay:	<u>16</u>	Other	<u>55</u> : _____

7. Litigation/ Judgment/ Settlements/ Debarments/ Suspensions:

Please provide information on any litigation, judgments and/or settlements concerning any court case related to the provision of insurance brokerage services in the past 3 years. Please attach a one-page response.

8. List the insurance carriers that your firm has established a relationship with and which are properly licensed to operate in Florida. Please attach a one-page response.

9. List any insurance and/or benefits companies that your firm is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc... Please attach a one-page response.

10. Describe any special experience that your firm may have in providing brokerage services to small groups. Please attach a one-page response.

11. Given the relatively small number of national medical insurance carriers in today's market, please describe in which ways your firm can provide the solution that delivers the greatest value to the Village. Please attach a one-page response.

12. Describe your approach and experience in health management, including health risk assessments, wellness, health coaching services, disease management, etc... Provide one example of a small organization for whom your firm has provided these types of services and explain the outcome of the initiative. Please attach a one-page response.

13. How will you maintain the confidentiality of the Village's records and data? Please identify your security procedures for accessing, sharing, sending, and storing data. Please attach a one-page response.

14. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items. Please attach a one-page response.

15. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients. Please attach a one-page response.

16. What is your firm's philosophy on pricing for recurring work? Please attach a one-page response.

7. Litigation/ Judgment/ Settlements/ Debarments/ Suspensions:

Please provide information on any litigation, judgments, and/or settlements concerning any court case related to the provision of insurance brokerage services in the past 3 years.

There have been no litigation, judgments, or settlements concerning Schwabe Benefits Group, Schwabe & Associates, Neil Schwabe & Associates, or any affiliated entities.

8. List the insurance carriers that your firm has established a relationship with which are properly licensed to operate in Florida.

Medical Insurance Carriers

1. Aetna
2. Assurant Health
3. All Savers
4. Avmed
5. BCBS of Florida
6. Cigna
7. Coventry
8. Humana
9. Neighborhood Health Partnership
10. UnitedHealth Care
11. WellPoint
12. Medica
13. Golden Rule / UnitedHealth One

Ancillary Insurance Carriers

1. Reliance Standard
2. Delta Dental
3. Solstice
4. American General
5. American International Group (AIG)
6. Voya Financial (ING)
7. UNUM Life Insurance
8. Florida Dental Benefits
9. Mutual of Omaha
10. Trans America
11. GTL Insurance Company
12. Lincoln Financial
13. Protective Life Insurance
14. Jackson National Life
15. The Standard
16. Principal Financial
17. Guardian
18. Aflac
19. Colonial Life
20. American Public Life
21. American Fidelity
22. Banner Life
23. American Equity Investment Life
24. Metropolitan Life

9. List any insurance and/or benefits companies that your firm is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc...

Professional Employer Organization / Leasing / Payroll

CoAdvantage

Oasis Outsourcing

Plan Source

Strategic Outsourcing

ADP

ADP Total Source

CertiSource

CertiSure

RegisHR

Property & Casualty

Ascendant Commercial Underwriters

Travelers

Retail First

Bridgefield Employers

Florida Retail Federation

Technology Insurance Company

Chubb

Appalachian Underwriters

Software Vendors

Zywave

Zane Benefits

GetInsurancePlans.com

Farin Innovations

10. Describe any special experience that your firm may have in providing brokerage services to small businesses.

At Schwabe Benefits Group, we have almost 100 years combined experience specifically in the Small Group Market in South Florida. Bob Schwabe, the agency President founder, is a graduate of University of Miami and South Florida Native. With almost 50 years of experience himself, Bob started selling insurance in Miami-Dade County in 1965. Now, more than 90% of his business is comprised of local South Florida small businesses. Bob has a Chartered Life Underwriter (CLU) designation, making him an expert in the small group field of insurance.

After graduating from Miami-Dade College in 1991, Bob's son Neil Schwabe joined the family business as an Insurance Agent. Neil Schwabe is also South Florida native, born in South Miami Hospital and has been in the Insurance business for 23 years. Neil is designated LUTCF, specializing in understanding underwriting, risk acceptance, national industry statistics, and loss ratio's. Neil's highest accolade came in 2006 when he was ranked as one of the top 50 brokers in the United States.

Meaghan Zaffiris Schwabe has worked in the insurance industry for 7 years. After graduating from the University of Texas in 2007, she started her career working in the small business marketplace as a 51-99 renewal specialist for UnitedHealthcare of South Florida. Meaghan has furthered her education and obtained a Florida 2-20 license, she is expanding Schwabe Benefits Group services to now offer assistance with Property and Casualty lines of coverage to our Small Business clients. Today she is responsible for the account management of many of our most tenured small group clients.

Brian Morgan, our fourth agent, was the head of operations for 3rd largest Health Insurance Call Center in the United States, with a focus solely on Individual and Small Group Health Insurance. Responsible for improving health insurance quoting systems, educating staff on compliance standards and with a focus on HIPAA privacy laws, his knowledge of Individual and Small Group Mandates is superior given his 8 years industry experience.

As a family business built in South Florida and still located in Miami-Dade County, our agency has the market specific experience and knowledge that sets our agency apart when providing brokerage services to Small Business. From our Agents, to our Account Service Representatives and Managers, we will provide the hands-on service that the Village of Palmetto Bay and its employees need and deserve.

11. Given the relatively small number of National Medical Insurance Carriers in today's market, please describe in which ways your firm can provide the solution that delivers the greatest value to the Village.

We deliver substantial value through our process of strategic planning, along with our preferred agency resources, and excellence in customer service. Strategic Planning allows us to evaluate your programs characteristics such as your current benefit policies, contracts, and service modeling. As Employee Benefits are likely one of the most costly items in your budget every year, we have access to exclusive products that provide you with access to innovative plan designs and competitive rates, which few brokerages have access to in South Florida.

We use your group's demographic statistics, loss runs, and other pertinent data sources to negotiate rates with insurance carriers on your behalf. We will then present you with a comprehensive market analysis, encompassing all viable solutions, as well as our professional recommendation based on your groups past history and future needs. Once a decision has been reached, we will implement the chosen program through the following measures:

1. Ordering and delivering of pertinent enrollment materials
2. Organizing an employee benefits meeting to review current plan designs, communicate any benefit changes, and answer any questions employees may have
3. Working with the HR team to gather completed enrollment materials and ensure proper completion
4. Delivery of materials to the Insurance Carrier in a timely manner

In addition to our annual processes, we provide a semi-annual review of your groups experience within the first six months of the plan. This allows us to gain effective feedback of which we can use in furtherance of your groups benefit needs. When necessary, these reviews can be requested and scheduled on a quarterly basis.

Our value solution is unmatched, with market specific strategic planning, defined resources and superior customer service. Schwabe Benefits Group is always able to provide you with a value added solution no matter how few national carriers remain in the Florida marketplace.

12. Describe your approach and experience in health management, including health risk assessments, wellness, health coaching services, disease management, etc... Provide one example of a small organization for whom your firm has provided these types of services and explain the outcome of the initiative.

Wellness Example:

Tradewinds Engine Services - 25 Full Time Employees
4700 Lyons Technology Parkway, Coconut Creek, FL 33073

Tradewinds Engine Center came to us in 2012 wanting to discuss a wellness program after several years of significant increases on their group health insurance plan. As a small business with only 25 Full Time Employees, we were aware of the significant impact a wellness program could have on a group of this size. With limited, no-cost, wellness options offered by the Insurance Carriers, in South Florida, we made a decision to enroll them in the Humana Vitality Program. This program helps members earn rewards by making healthy choices. Members on the plan were required to complete the online Health Risk Assessment to determine the areas in which they needed to pursue, and goals were set on an Individual basis. Whether it was smoking cessation, weight loss, or reducing work/life stress, each member had a goal. Points were earned for going to the gym and losing weight, tracking steps with a pedometer, or completing a smoking cessation program. The employer also invested in having a laboratory come to the office to complete a full Biometric Screening on each employee. The points earned for reaching their personal goals went directly to reducing their monthly health insurance premiums. The outcome was that members were able to undergo personal gains and the organization was able to reduce long-term healthcare costs.

**13. How will you maintain the confidentiality of the Village's records and data?
Please identify your security procures for accessing, sharing, sending, and storing
data.**

Security is a top priority for our organization. We are required by federal and state laws to maintain stringent privacy guidelines. This is the standard within our industry. These privacy guidelines are primarily held within the governments Health Insurance Portability and Accountability Act legislation. HIPAA laws protect personal health information that is maintained or transferred through email, paper, fax, voicemail and even phone conversation.

At Schwabe Benefits Group, one of our top directives is to never share Personal Health Information (PHI), under any circumstances, unless specifically related to or under specific request of an individual for the processing of billing, enrollment or claims adjudication. Our technology systems for privacy include tightly held and monitored security settings for each Agent, Account Service Representative and internal Account Service Manager. We run the latest versions of Anti-Virus software on all individual terminals. We also use a secure email system when communicating to Insurance Carriers, so only registered users or intended source is able to open the protected information. Our inter-office servers are kept behind locked door and are protected with data encryption software. In our office, we keep all paper materials in locked file cabinets and we only keep the most current and necessary information for hard copy review of the clients past interaction including renewals. Upon any client termination, all available paper documentation is micro shredded.

We understand that confidentiality is of utmost importance. Schwabe Benefits Group provides the necessary security to effectively create comfortability and peace of mind for your company and its employees. We strive to exceed compliance standards and are always up to date regarding all HIPAA and PHI Privacy Legislation.

14. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items.

Building long-term relationships by providing hands-on service and delivering innovative employee benefit solutions is our mission statement. What sets Schwabe Benefits Group apart from other Agencies in our field is our "hands on" approach to solving problems for our clients and their employees. As a local South Florida small business ourselves, we understand your challenges, as we too face many of the same. We can appreciate and empathize with your concerns and we truly recognize the value of service compassion as a small business. At Schwabe Benefits Group, your business will never get lost like you might with a larger agency. You will never be too small for us to forget.

Our goal is to lift the administrative burden off the shoulders of our clients and give them peace of mind by communicating promptly to their requests. We respond to all routine calls and emails within 24 hours as an internal stated policy. Emergencies as implied by the Village Human Resources Department or Employee will be handled immediately and we can always be reached promptly on our mobile phones. Mobile phone numbers are submitted to the Human Resources Department for all agency contacts at time of implementation. The assigned Agency Team, as defined in this agreement, will be available for all Village Employees in the case of an emergency.

Examples of routine requests are:

1. Billing Issues
2. Employee Additions/Terminations
3. Cobra Notifications/Mailings
4. General Benefit Questions
5. Claim Issues

As an Agency with more than 100 years of combined experience in South Florida, we provide our clients with dedicated market support by building long-term relationships and preferred status' with Insurance Carriers. Our exemplary service is being able to recognize and appreciate what is important to our clients and fulfill their needs no matter how routine or urgent the request.

15. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients.

Healthcare Reform and other General Legislation is a top Employer concern. Given the ever-changing Health Insurance Environment, we are constantly educating ourselves and staff with new legislation and rulings on both a state and federal level. Our agency training techniques include the most recent updates from industry specific periodicals, Continuing Education requirements, insurance carrier briefings, and chaired advisory board meetings. We also pride ourselves in sponsoring and supporting local and state level insurance agent organizations such as the Miami-Dade Association of Health Underwriters and the National Association of Health Underwriters.

In addition, we utilize an industry-leading communications technology, which is utilized by both Schwabe Benefits Group and our clients through a dedicated web portal. This technology is named Zywave. It is specifically designed to provide the most up to date legislative and compliance information to our agency and our clients. This information includes, but is not limited to Healthcare Reform (HCR), HIPPA, Florida Family and Medical Leave Act (FMLA), Consolidated Omnibus Budget Reconciliation Act (COBRA), and other legislation information. We are able to support our client's business needs with thousands of articles, videos, forms and employee communications on topics including liability, HR, risk management, wellness, safety, compliance and more.

Using this same tool, we are able to access valuable training resources specially designed for insurance agencies and agents. Some of these tools include, monthly webinars and Q & A Sessions with top Economics and Insurance Executives from around the world. We firmly believe our Zywave technology capability provides our clients with a distinct competitive advantage in this present day insurance marketplace.

16. What is your firm's philosophy on pricing for recurring work?

As the majority of our business is Small Group, the broker commission for groups with less than 50 full time employees is filed and regulated by the Florida Office of Insurance Regulation (OIR) . The rates quoted by the Insurance Carriers are non-negotiable and commissions are included within the employee's medical premiums whether or not they use services from a broker, or enroll with the carrier directly. These commissions are then paid monthly upon the insurance carrier receiving the groups monthly premium.

For groups with more than 50 employees, the standard commission quoted is 4-6% of the monthly premium and is negotiable. The percentage commission is defined against the total monthly premium and varies due to the size and servicing needs of the group. In addition to providing technology and employee compensation for services, we also utilize our commission dollars to negotiate valuable discounts with the Insurance Carriers in the best interest our clients. Many times, in order to gain additional rate concessions for our clients upon renewal, we elect to give up a portion of our commission in furtherance of rate reduction. This allows us to get extremely aggressive and provide reasonable rates, given the renewal increase or the financial demands of a group in a particular year.

17. Do you provide an annual cost estimate to your clients based on expected service utilization?

No. Excellent Service is always provided no matter the service usage. We do not charge extra for additional service.

18. How would you report your earned commission to the Village, and how often?

Commissions are reported based upon account size. 2-50 Not reported. 51-99 Annually upon request. 100+ employees at calendar year end by Form 5500 filing.

19. Provide examples of informational publications developed by your organization for distribution to your clients' employees. Limit five (5). See Attached

Section B. Information And Experience of the Assigned Staff

1. Provide the name, job title and responsibilities for the individual or team that will be assigned to the Village of Palmetto Bay.

Neil Schwabe - Principal Agent - Ultimately responsible for all information provided to the Village. Oversight of the Account Management team and integrity of the communications provided by them.

Negotiates all rates with the insurance carriers on behalf of the Village. Maintains highest relationships with the insurance carriers and local insurance councils.

Meaghan Zaffiris - Account Service Representative - responsible for benefit analysis' and compliance document preparation, onsite visits including benefits presentations and wellness fairs.

Routine communication with Human Resources contacts at the Village along with high level service requests are to be directed to her specifically for review. Group level billing and service issues are also the responsibility of the Account Service Representative.

Gilda M Diaz - Account Service Manager - responsible for all inter-office service needs. The Account Service Manager is always in the office and available to assist if the Account Service Representative is out of the office in an external meeting. The Account service manager's primary responsibility is the processing of employee level requests such as additions and terminations.

2. Does the individual or team have established relationships with major carriers? If so, please identify the carrier and the capacity of the relationship.

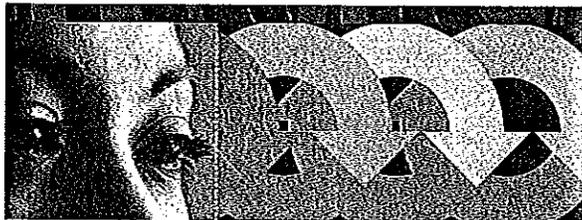
Yes. Both Robert and Neil Schwabe have a Preferred Broker Status with UnitedHealthcare, Neighborhood Health Partnership, All-Savers, BCBS of Florida, Humana, Cigna and Coventry.

Preferred status is available to our agency due to high level production, excellent service standards and longevity in the marketplace. Preferred status allows us direct access to underwriting departments for rate negotiation, exclusive and innovative plan offerings that are otherwise not available, and access to exclusive service personnel to resolve client issues in billing, claims, and enrollment services more efficiently.



SCHWABE
BENEFITS GROUP

MyWave[®] PORTAL



For Employee Benefits Clients

MyWave[®] is your pass to a dynamic world of insurance, employee benefits, and human resources tools and information. A value-added service brought to you exclusively by Schwabe Benefits Group, MyWave puts the power of the Internet at your fingertips and provides a wealth of solutions for your daily challenges.

MyWave is an Internet-based client center that gives you and your employees real-time access to products and services. Log on and you'll find a customized homepage designed to keep you up to date on all the latest news and information that will make your job easier.

MyWave[®] puts the power of the Internet at your fingertips.

Documents on Command

When you need to resource information fast, the Documents on Command section of MyWaveHR[®] provides instant access to a library of downloadable articles covering a variety of topics — exactly when you need them! Articles are conveniently grouped by general category and include: Benchmark Surveys & Statistics, Compliance & Plan Designs, and Employee Communication & Education — to help you easily locate all the resources available to you. Or, use its keyword search function to find related documents.

Collaboration Center

Our document posting capabilities allow a seamless exchange of information sharing from our agency to you. Accessible 24/7, postings from our agency are timely, relevant, and easy to locate in one convenient place online.

Survey Benchmarking

Participate in benefit plan and/or P&C surveys. See how your plans compare to those of other employers across the U.S.

Compliance

The Legislative Guides provide overviews of federal legislation. You'll receive answers to common questions, recent news, and forms related to COBRA, HIPAA, HIPAA Privacy, FMLA, Medicare Part D and Section 125 administration.

Community

Use MyWave's Community section to share resources and information with other MyWave[®] users from companies of all types and sizes. With this interactive forum, you can post questions to your peers, provide insight into other users' questions, and subscribe to entire topics or individual questions to be sure you receive all the latest information.

HealthShop

With MyWave's HealthShop, you'll receive comprehensive online content, as well as ready-to-print newsletters and tip sheets that will educate about the importance of making health care decisions carefully. HealthShop covers everything from how to treat a cold or the flu at home to guidelines for making important decisions like choosing a doctor or signing an advance health care directive.

Resources

MyWaveHR's Resources provides useful links and articles to industry-related Web sites — all through the convenience of your MyWaveHR[®] homepage. In addition, use the helpful search function so you can promptly find all the information you are looking for, as well as any related documents from the Documents on Command section. And if you still cannot find exactly what you need, use the convenient "Contact your broker representative" help link. So many helpful resources — all at your fingertips.

Contact Us

Your MyWave users can contact anyone on the staff directly from MyWave.



Brought to you by Schwabe Benefits Group

2015 Compliance Checklist

The Affordable Care Act (ACA) has made a number of significant changes to group health plans since the law was enacted over four years ago. Many of these key reforms became effective in 2014, including health plan design changes, increased wellness program incentives and reinsurance fees.

Additional reforms become effective in 2015 for employers sponsoring group health plans. For 2015, the most significant ACA development impacting employers is the **shared responsibility penalty** for applicable large employers and related reporting requirements. To prepare for 2015, employers should review upcoming requirements and develop a compliance strategy.

This Legislative Brief provides a health care reform compliance checklist for 2015. Please contact Schwabe Benefits Group for assistance or if you have questions about changes that were required in previous years.

PLAN DESIGN CHANGES

Grandfathered Plan Status

A grandfathered plan is one that was in existence when the ACA was enacted on March 23, 2010. If you make certain changes to your plan that go beyond permitted guidelines, your plan is no longer grandfathered. Contact Schwabe Benefits Group if you have questions about changes you have made, or are considering making, to your plan.

Review your plan's grandfathered status:

- If you have a grandfathered plan, determine whether it will maintain its grandfathered status for the 2015 plan year. Grandfathered plans are exempt from some of the ACA's mandates. A grandfathered plan's status will affect its compliance obligations from year to year.
- If your plan will lose its grandfathered status for 2015, confirm that the plan has all of the additional patient rights and benefits required by the ACA for non-grandfathered plans. This includes, for example, coverage of preventive care without cost-sharing requirements.
- If your plan will keep its grandfathered status, continue to provide the Notice of Grandfathered Status in any plan materials provided to participants and beneficiaries that describe the benefits provided under the plan (for example, the plan's summary plan description and open enrollment materials). Model language is available.

Cost-sharing Limits

Effective for plan years beginning on or after Jan. 1, 2014, non-grandfathered health plans are subject to limits on cost-sharing for essential health benefits (EHB).

As enacted, the ACA included an overall annual limit (or an out-of-pocket maximum) for all health plans and an annual deductible limit for small insured health plans. On April 1, 2014, the ACA's annual deductible limit was repealed. This repeal is effective as of the date that the ACA was enacted, back on March 23, 2010.



2015 Compliance Checklist

The out-of-pocket maximum, however, continues to apply to all non-grandfathered group health plans, including self-insured health plans and insured plans.

Effective for plan years beginning on or after Jan. 1, 2015, a health plan's out-of-pocket maximum for EHB may not exceed

- **\$6,600** for self-only coverage; and
- **\$13,200** for family coverage.

Special transition relief for the out-of-pocket maximum was provided for plans that use more than one service provider to administer benefits. This transition relief only applies for the first plan year beginning on or after Jan. 1, 2014. It does not apply for plan years beginning on or after Jan. 1, 2015.

For 2015 plan years, health plans with more than one service provider may divide the out-of-pocket maximum across multiple categories of benefits, rather than reconcile claims across multiple service providers. Thus, health plans and issuers may structure a benefit design using separate out-of-pocket maximums for EHB, provided that the combined amount does not exceed the annual out-of-pocket maximum limit for that year. For example, a health plan's self-only coverage may have an out-of-pocket maximum of \$5,000 for major medical coverage and \$1,600 for pharmaceutical coverage, for a combined out-of-pocket maximum of \$6,600.

Check your plan's cost-sharing limits:

- Review your plan's out-of-pocket maximum to make sure it complies with the ACA's limits for the 2015 plan year (\$6,600 for self-only coverage and \$13,200 for family coverage).
- If you have a health savings account (HSA)-compatible high-deductible health plan (HDHP), keep in mind that your plan's out-of-pocket maximum must be lower than the ACA's limit. For 2015, the out-of-pocket maximum limit for HDHPs is **\$6,450** for self-only coverage and **\$12,900** for family coverage.
- If your plan uses multiple service providers to administer benefits, confirm that the plan will coordinate all claims for EHB across the plan's service providers, or will divide the out-of-pocket maximum across the categories of benefits, with a combined limit that does not exceed the maximum for 2015.
- Be aware that the ACA's annual deductible limit no longer applies to small insured health plans.

Health FSA Contributions

Effective for plan years beginning on or after Jan. 1, 2013, an employee's annual pre-tax salary reduction contributions to a health flexible spending account (FSA) must be limited to \$2,500.

The \$2,500 limit does not apply to employer contributions to the health FSA and it does not impact contributions under other employer-provided coverage. For example, employee salary reduction contributions to an FSA for dependent care assistance or adoption care assistance are not affected by the \$2,500 health FSA limit.

On Oct. 31, 2013, the Internal Revenue Service (IRS) announced that the health FSA limit remained unchanged at \$2,500 for the taxable years beginning in 2014. However, the \$2,500 limit is expected to be indexed for cost-of-living adjustments for later years. The IRS is expected to release the health FSA limit for 2015 later this year.

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2015 Compliance Checklist

Update your health FSA's contribution limit:

- Work with your advisors to monitor IRS guidance on the health FSA limit for 2015.
- Once the 2015 limit is announced by the IRS, confirm that your health FSA will not allow employees to make pre-tax contributions in excess of that amount for 2015. Also, communicate the 2015 health FSA limit to employees as part of the open enrollment process.

REINSURANCE FEES

Health insurance issuers and self-funded group health plans must pay fees to a transitional reinsurance program for the first three years of the Exchanges' operation (2014-2016). The fees will be used to help stabilize premiums for coverage in the individual market. Fully insured plan sponsors do not have to pay the fee directly.

Certain types of coverage are excluded from the reinsurance fees, including HRAs that are integrated with major medical coverage, HSAs, health FSAs and coverage that consists solely of excepted benefits under the Health Insurance Portability and Accountability Act (HIPAA) (such as stand-alone vision and dental coverage).

Also, for 2015 and 2016, self-insured health plans are exempt from the reinsurance fees if they do not use a third-party administrator in connection with the core administrative functions of claims processing or adjudication (including the management of appeals) or plan enrollment.

The reinsurance program's fees will be based on a national contribution rate, which the Department of Health and Human Services (HHS) announces annually. For 2015, HHS announced a national contribution rate of **\$44 per enrollee per year** (about \$3.67 per month). The reinsurance fee is calculated by multiplying the number of covered lives (employees and their dependents) for all of the entity's plans and coverage that must pay contributions by the national contribution rate for the year.

Determine whether your health plan is subject to reinsurance fees:

- Taking into account the new exception for self-insured plans, or self-administered health plans, review the health coverage you provide to your employees to determine the plan(s) subject to the reinsurance fees for 2015.

HIPAA CERTIFICATION

Health plans must file a statement with HHS certifying their compliance with HIPAA's electronic transaction standards and operating rules. The ACA specified an initial certification deadline of Dec. 31, 2013, for the following transactions:

- Eligibility for a health plan;
- Health care claim status; and
- Health care electronic funds transfers (EFT) and remittance advice.

HHS extended the first certification deadline to **Dec. 31, 2015**, although small health plans may have additional time to comply.

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2015 Compliance Checklist

Controlling health plans (CHPs) are responsible for providing the initial HIPAA certification on behalf of themselves and their subhealth plans, if any.

Based on HHS' definition of CHPs, an employer's self-insured plan will likely qualify as a CHP, even if it does not directly conduct HIPAA-covered transactions. For employers with insured health plans, the health insurance issuer will likely be the CHP responsible for providing the certification. However, more definitive guidance from HHS on this point would be helpful.

Analyze your obligations for the HIPAA certification:

- Confirm whether your health plan is a CHP that is required to provide the initial HIPAA certification.
 - o If you have a self-insured plan, work with your third-party administrator (TPA) to complete the certification by the deadline.
 - o If you have an insured plan, confirm that the issuer will be providing the HIPAA certification on your plan's behalf.
- Work with your advisors to monitor additional guidance from HHS on the HIPAA certification requirement.

EMPLOYER PENALTY RULES

Under the ACA's employer penalty rules, applicable large employers (ALEs) that do not offer health coverage to their full-time employees (and dependent children) that is affordable and provides minimum value will be subject to penalties if any full-time employee receives a government subsidy for health coverage through an Exchange.

The ACA sections that contain the employer penalty requirements are known as the "employer shared responsibility" provisions or "pay or play" rules. The pay or play rules were set to take effect on Jan. 1, 2014. However, the IRS delayed the employer penalty provisions and related reporting requirements for one year, until **Jan. 1, 2015**.

On Feb. 10, 2014, the IRS released **final regulations** implementing the ACA's employer shared responsibility rules. Among other provisions, the final regulations establish a one-year delay for medium-sized ALEs, include transition relief for non-calendar plans and clarify the methods for determining employees' full-time status.

This checklist will help you evaluate your possible liability for a shared responsibility penalty for 2015.

Please keep in mind that this summary is a high-level overview of the shared responsibility rules. It does not provide an in-depth analysis of how the rules will affect your organization. For more information on the employer penalty rules and how they may apply to your situation, please contact Schwabe Benefits Group.

ALE Status

The ACA's employer penalty rules apply only to ALEs. ALEs are employers with **50 or more** full-time employees (including full-time equivalent employees, or FTEs) on business days during the preceding calendar year. Employers determine each year, based on their current number of employees, whether they will be considered an ALE for the next year.

Under a special rule to determine ALE status for 2015, an employer may select a period of **at least six consecutive calendar months** during the 2014 calendar year (rather than the entire 2014 calendar year) to count its full-time employees (including FTEs).

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2015 Compliance Checklist

Determine your ALE status for 2015:

- To count your employees, determine whether you will use the entire 2014 calendar year or the special transition rule that allows you to use any period of at least six consecutive calendar months during 2014.
- Calculate the number of full-time employees for each calendar month in the counting period. A full-time employee is an employee who is employed on average for at least 30 hours of service per week.
- Calculate the number of FTEs for each calendar month in the counting period by calculating the aggregate number of hours of service (but not more than 120 hours of service for any employee) for all employees who were not full-time employees for that month and dividing the total hours of service by 120.
- Add the number of full-time employees and FTEs (including fractions) calculated above for each month in the counting period.
- Add up the monthly numbers from the preceding step and divide the sum by the number of months in the counting period. Disregard fractions.
- If your result is 50 or more, you are likely an ALE for 2015. Keep in mind that there is a special exception for employers with seasonal workers. If your workforce exceeds 50 full-time employees (including FTEs) for 120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that time were seasonal workers, the employer does not qualify as an ALE.

One-year Delay for Medium-sized ALEs

Eligible ALEs with fewer than 100 full-time employees (including FTEs) have an additional year, until 2016, to comply with the shared responsibility rules. This delay applies for all calendar months of 2015 plus any calendar months of 2016 that fall within the 2015 plan year.

ALEs that change their plan years after Feb. 9, 2014, to begin on a later calendar date are not eligible for the delay. To qualify for this delay, an employer:

- Must employ a **limited workforce** of at least 50 full-time employees (including FTEs), but fewer than 100 full-time employees (including FTEs) during 2014
- May not **reduce its workforce size or overall hours of service** of its employees in order to satisfy the limited workforce size condition during the period beginning on Feb. 9, 2014 and ending on Dec. 31, 2014
- May not **eliminate or materially reduce the health coverage**, if any, it offered as of Feb. 9, 2014, during the coverage maintenance period (that is, the period ending Dec. 31, 2015, or the last day of the plan year that begins in 2015)

An applicable large employer must certify that it meets the three eligibility conditions to be eligible for this transition relief. This certification will be made as part of the transmittal form (Form 1094-C) that the ALE is required to file with the IRS under the Internal Revenue Code (Code) Section 6056 reporting requirements. Code Section 6056 requires ALEs subject to the pay or play rules to report to the IRS certain information about the health care coverage provided to the employer's full-time employees for the calendar year. ALEs eligible for the additional one-year delay will still

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2015 Compliance Checklist

report under Section 6056 for 2015. Further information on this certification will be available in the instructions for the Section 6056 transmittal form.

Determine whether you qualify for the one-year delay for medium-sized ALEs:

- Review whether you have fewer than 100 full-time employees (including FTEs) for 2014 and meet the other requirements for the one-year delay.
- Work with your advisors to monitor IRS information on the certification process for medium-sized ALEs.
- Keep in mind that ALEs eligible for the one-year delay must still report under Section 6056 for 2015.

Transition Relief for Non-calendar Year Plans

The final regulations include transition relief for non-calendar plans that allow sponsors of these plans to begin complying with the pay or play rules at the start of their 2015 plan years, rather than on Jan. 1, 2015. The transition relief applies to employers that maintained non-calendar year plans as of Dec. 27, 2012, if the plan year was not modified after Dec. 27, 2012, to begin at a later date.

The following groups of employees may be covered under the transition relief:

- Employees (whenever hired) who would be eligible for coverage effective beginning on the first day of the 2015 plan year under the eligibility terms of the plan as in effect on Feb. 9, 2014;
- All employees, if a significant percentage of the employer's workforce was eligible for coverage under one or more non-calendar year plans; and
- All full-time employees, if a significant percentage of the employer's full-time employees were eligible for coverage under one or more non-calendar year plans.

If you have a non-calendar year plan:

- Determine whether you qualify for the transition relief that allows you to delay complying with the pay or play rules until the start of your 2015 plan year and confirm whether all full-time employees are covered by the transition relief. The following checklists will help you determine which employees are covered by the transition relief.

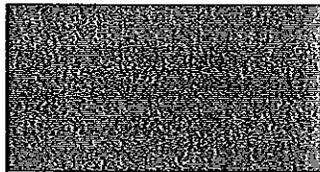
Pre-2015 Eligible Employees

Transition relief is provided for employees who would be eligible for coverage as of the first day of the 2015 plan year under the plan's eligibility terms in effect on Feb. 9, 2014, if the following requirements are met:

- The applicable large employer maintained a non-calendar year plan as of Dec. 27, 2012, and the plan year was not modified after Dec. 27, 2012, to begin at a later calendar date;
- Employees are offered coverage that meets the ACA's affordability and minimum value requirements no later than the first day of the 2015 plan year; and

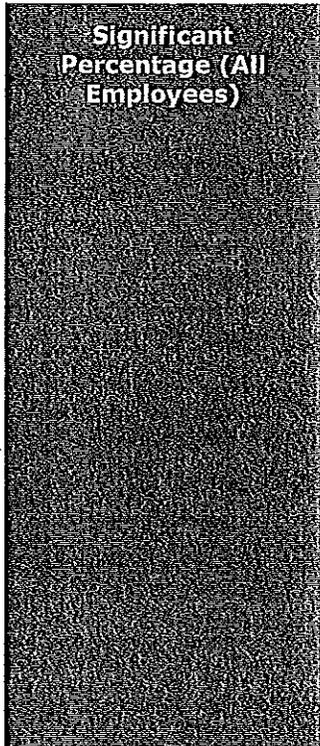
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- The employees would not have been eligible for coverage under any calendar year group health plan maintained by the employer as of Feb. 9, 2014.

If this relief applies, the employer will not be liable for a penalty for these employees for any period prior to the 2015 plan year.



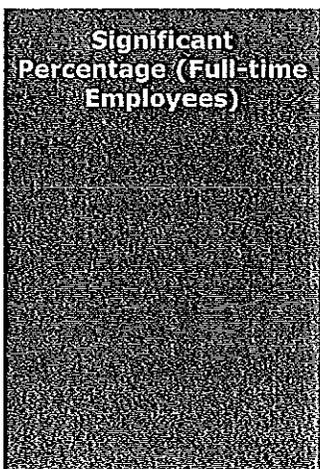
Significant Percentage (All Employees)

Transition relief is provided when employers have a **significant percentage** of their employees eligible for or covered under one or more non-calendar year plans that have the same plan year as of Dec. 27, 2012.

To qualify for this relief, the following requirements must be met:

- The employer maintained a non-calendar year plan as of Dec. 27, 2012 (or two or more non-calendar year plans that have the same plan year as of Dec. 27, 2012) and did not change the plan year after Dec. 27, 2012, to begin at a later calendar date; and
- The employer must have either:
 - o Had at least **one quarter of its employees covered** under those non-calendar year plans as of any date in the 12 months ending on Feb. 9, 2014; OR
 - o **Offered coverage under those plans to one-third or more of its employees** during the open enrollment period that ended most recently before Feb. 9, 2014.

If this relief applies, the employer will not be liable for a penalty for any period prior to the 2015 plan year with respect to employees who are offered affordable, minimum-value coverage no later than the first day of the 2015 plan year and who would not have been eligible for coverage under any calendar-year group health plan maintained by the employer as of Feb. 9, 2014.



Significant Percentage (Full-time Employees)

Transition relief is provided when employers have a significant percentage of their **full-time employees** eligible for or covered under one or more non-calendar-year plans that have the same plan year as of Dec. 27, 2012.

To qualify for this relief, the following requirements must be met:

- The employer maintained a non-calendar-year plan as of Dec. 27, 2012 (or two or more non-calendar-year plans that have the same plan year as of Dec. 27, 2012) and did not change the plan year after Dec. 27, 2012, to begin at a later calendar date; and
- The employer must have either:
 - o Had at least **one-third of its full-time employees covered** under those non-calendar-year plans as of any date in the 12 months ending on Feb. 9, 2014; OR

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- o **Offered coverage under those plans to one half or more of its full-time employees** during the open enrollment period that ended most recently before Feb. 9, 2014.

If this relief applies, the employer will not be liable for a penalty for any period prior to the 2015 plan year with respect to employees who are offered affordable, minimum-value coverage no later than the first day of the 2015 plan year and who would not have been eligible for coverage under any calendar-year group health plan maintained by the employer as of Feb. 9, 2014.

However, despite this transition relief, if an applicable large employer member does not offer coverage to "substantially all" of its full-time employees (and their dependents) as of the first day of the 2015 plan year, an employer may be subject to a penalty for any calendar month in 2015, without regard to the transition relief for non-calendar-year plans. The monthly penalty assessed for employers that do not offer health plan coverage to "substantially all" full-time employees and their dependents is equal to the number of full-time employees (excluding 30 full-time employees) multiplied by 1/12 of \$2,000. For 2015 (plus any calendar months of 2016 that fall within an employer's 2015 plan year), if an employer has 100 or more full-time employees, the penalty is calculated by reducing the employer's number of full-time employees by 80 rather than 30.

Health Plan Coverage

An ALE is only liable for a penalty under the employer shared responsibility rules if at least one full-time employee receives a premium tax credit or cost-sharing reduction for coverage purchased through an Exchange. Employees who are offered health coverage that is affordable and provides minimum value are not eligible for these Exchange subsidies.

Full-time Employees

A full-time employee is an employee who was employed on average at least **30 hours of service per week**. The final regulations generally treat 130 hours of service in a calendar month as the monthly equivalent of 30 hours per service per week. The IRS has provided two methods for determining full-time employee status—the monthly measurement method and the look-back measurement method.

Monthly Measurement Method

Involves a month-to-month analysis where full-time employees are identified based on their hours of service for each month. This method is not based on averaging hours of service over a prior measurement method. Month-to-month measuring may cause practical difficulties for employers, particularly if there are employees with varying hours or employment schedules, and could result in employees moving in and out of employer coverage on a monthly basis.

Look-back Measurement Method

An optional safe harbor method for determining full-time status that is intended to give employers flexible and workable options and greater predictability for determining full-time status. The details of the safe harbor vary based on whether the employees are ongoing or new, and whether new employees are expected to work full-time or are variable, seasonal or part-time. This method involves a measurement period for counting hours of service, an administrative period that allows time for enrollment and disenrollment, and a stability period when coverage may need to be provided, depending on an employee's average hours of service during the measurement period.

If an employer meets the requirements of the safe harbor, it will not be liable for penalties for employees who work full-time during the stability period, if they did not work full-time hours during the measurement period.

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2015 Compliance Checklist

Affordability of Coverage

Under the ACA, an employer's health coverage is considered affordable if the employee's required contribution to the plan does not exceed **9.5 percent** of the employee's household income for the taxable year. "Household income" means the modified adjusted gross income of the employee and any members of the employee's family, including a spouse and dependents.

Because an employer generally will not know an employee's household income, the IRS provided three affordability safe harbors that employers may use to determine affordability based on information that is available to them. The final regulations provide safe harbor approaches for assessing whether an employer's coverage is affordable. These safe harbors allow an employer to measure affordability based on:

- The employee's W-2 wages;
- The employee's rate of pay; or
- The federal poverty level for a single individual.

Minimum Value

Under the ACA, a plan provides minimum value if the plan's share of total allowed costs of benefits provided under the plan is **at least 60 percent** of those costs. The IRS and HHS provided the following three approaches for determining minimum value:

- MV Calculator (provided by HHS);
- Design-based safe harbor checklists; and
- Actuarial certification.

In addition, any plan in the small group market that meets any of the "metal levels" of coverage (that is, bronze, silver, gold or platinum) provides minimum value.

Review your health plan design:

- Use the monthly measurement method or the look-back measurement method to confirm that health plan coverage will be offered to all full-time employees (and dependent children): If you have employees with varying hours, the look-back measurement method may be the best fit for you. To use the look-back measurement method, you will need to select your measurement, administrative and stability periods. Please contact Schwabe Benefits Group for more information on the look-back measurement method.
- Review the cost of your health plan coverage to determine whether it's affordable for your employees by using one or more of the affordability safe harbors. Coverage is affordable if the employee portion of the premium for the lowest-cost, self-only coverage that provides minimum value does not exceed 9.5 percent of an employee's W-2 wages, rate-of-pay income or the federal poverty level for a single individual. The cost of family coverage is not taken into account.
- Determine whether the plan provides minimum value by using one of the four available methods (minimum value calculator, safe harbor checklists, actuarial certification or metal level).

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2015 Compliance Checklist

REPORTING OF COVERAGE

The ACA requires ALEs to report information to the IRS and to employees regarding the employer-sponsored health coverage. The IRS will use the information that ALEs report to verify employer-sponsored coverage and administer the employer shared responsibility provisions. This reporting requirement is found in Code **Section 6056**.

All ALEs with full-time employees, even medium-sized ALEs that qualify for the one-year delay from the pay or play rules, must report under Section 6056 for 2015.

In addition, the ACA requires every health insurance issuer, sponsor of a self-insured health plan, government agency that administers government-sponsored health insurance programs and any other entity that provides minimum essential coverage (MEC) to file an annual return with the IRS reporting information for each individual who is provided with this coverage. Related statements must also be provided to individuals. This reporting requirement is found in Code **Section 6055**.

Both of these reporting requirements become effective in 2015. The first returns will be due in 2016 for health plan coverage provided in 2015.

- The Section 6055 and 6056 returns must be filed with the IRS by **Feb. 28** (or **March 31**, if filed electronically) of the year after the calendar year to which the returns relate.
- Written statements must be provided to employees no later than **Jan. 31** of the year following the calendar year in which coverage was provided.

ALEs with self-funded plans will be required to comply with both reporting obligations, while ALEs with insured plans will only need to comply with Section 6056 reporting. To simplify the reporting process, the IRS will allow ALEs with self-insured plans to use a single combined form for reporting the information required under both Section 6055 and Section 6056.

Prepare for Health Plan Reporting:

- Determine which reporting requirements apply to you and your health plans.
- Start analyzing the information you will need for reporting and coordinate internal and external resources to help track the required data.

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Health Care Reform Bulletin

FAQ on Exchange Notice Penalties

Provided by Schwabe Benefits Group

Quick Facts

- On Sept. 11, 2013, the DOL issued an FAQ on the Exchange Notice penalties.
- According to the DOL, employers cannot be fined for failing to provide the notice.
- Employers may still want to provide the Exchange Notices for several reasons.
- The deadline for providing the Exchange Notice is Oct. 1, 2013.

Most employers must provide an Exchange notice to employees by **Oct. 1, 2013**, but they will not be fined for failing to provide the notice.

The Affordable Care Act (ACA) requires employers to provide all new hires and current employees with a written notice about the ACA's health insurance exchanges (Exchanges), effective Oct. 1, 2013.

On Sept. 11, 2013, the Department of Labor (DOL) issued a frequently asked question (FAQ) on the penalties for failing to provide an Exchange Notice. In this FAQ, the DOL stated that **there is no fine or penalty under the ACA for failing to provide the notice.**

Exchange Notice Requirements

The ACA requires all employers that are subject to the Fair Labor Standards Act (FLSA) to provide a written notice to their new and current employees about the Exchanges.

The notice should inform employees:

- About the Exchange;
- That they may be able to get lower-cost private insurance in the Exchange; and
- That they may lose the employer contribution (if any) to their health benefits if they buy insurance through the Exchange.

The DOL has issued two model notices to help employers comply. There is one model for employers that do not offer a health plan and another model for employers that offer a health plan for some or all employees:

- Model Notice for employers that offer a health plan to some or all employees
- Model Notice for employers that do not offer a health plan

Employers may use one of these models, as applicable, or a modified version. More compliance assistance information is available in a Technical Release issued by the DOL.

The deadline for providing the Exchange Notice is Oct. 1, 2013.

Penalties for Failing to Comply

Although employers that are subject to the FLSA should provide a written notice to their employees about the Exchange by Oct. 1, 2013, the DOL asserted in the FAQ that there is no fine or penalty under the ACA for failing to provide the notice.

This means that **employers cannot be fined for failing to provide employees with notice about the ACA's new Exchanges.**



What This Means for Employers

Although this FAQ asserts that there will be no penalties for failing to provide an Exchange Notice, there are several reasons employers may still want to provide the notice.

The Exchange Notice can help employers answer employee questions about:

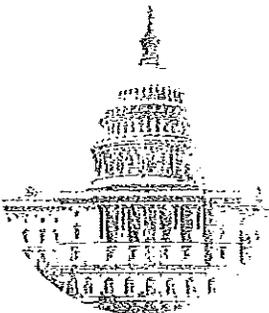
- What the Exchange is;
- Whether the employer will still provide a plan once the Exchanges are operational;
- How Exchange plans are different from the employer's plan; and
- Whether the employer's plan is intended to be affordable and provide minimum value.

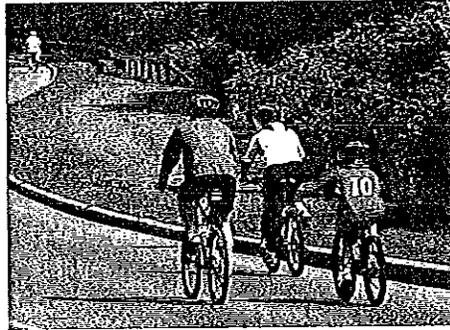
If the employer's plan is affordable and provides minimum value, employees will not be eligible for federal subsidies through the Exchange. However, most employees will have the option of waiving employer-sponsored coverage and, instead, enrolling in coverage through the Exchange.

In many cases, employer-sponsored coverage may be a better option for employees than Exchange coverage. For example, premiums for employer-sponsored coverage will often be cheaper for the employee than premiums for coverage through the Exchange. Additionally, the employee portion of the premium for employer-sponsored coverage is typically excluded from taxable income and is therefore tax-free. This is not the case in the Exchange.

More Information

Please visit the [DOL website](#) or contact Schwabe Benefits Group for more information on the Exchange Notice requirement.





Workplace Wellness: Why Promote Wellness?

Wellness issues important to you – brought to you by the insurance specialists at Schwabe Benefits Group.

What is Workplace Wellness?

Workplace wellness refers to the education and activities that a worksite may do to promote healthy lifestyles to employees and their families. Examples of wellness programming include such things as health education classes, subsidized use of fitness facilities, internal policies that promote healthy behavior, and any other activities, policies or environmental changes that affect the health of employees. Wellness programs can be simple or complex. Many programs require a minimal investment of time and money. More substantial programs often use more resources, but the many benefits to supporting and encouraging employee health and safety outweigh the costs.

Why Workplace Wellness?

It affects your company's bottom line in many ways. Here are three key factors:

- Decreased health care costs
- Increased productivity
- Better morale

Rising health care benefit costs are a significant concern and poor health habits and unnecessary medical care costs consume portions of our corporate resources as well as the employee paycheck. The worksite is an ideal setting for health promotion and disease prevention programs. Employees spend many of their waking hours at work, nearing 50 hours per week on average. That is why the workplace is an ideal setting to address health and wellness issues.

Why Start a Company Wellness Program?

Wellness programs help control costs. An investment in your employees' health may lower health care costs or slow the increase in providing that important benefit. In fact, employees with more risk factors, including being overweight, smoking and having diabetes, cost more to insure and pay more for health care than people with fewer risk factors.

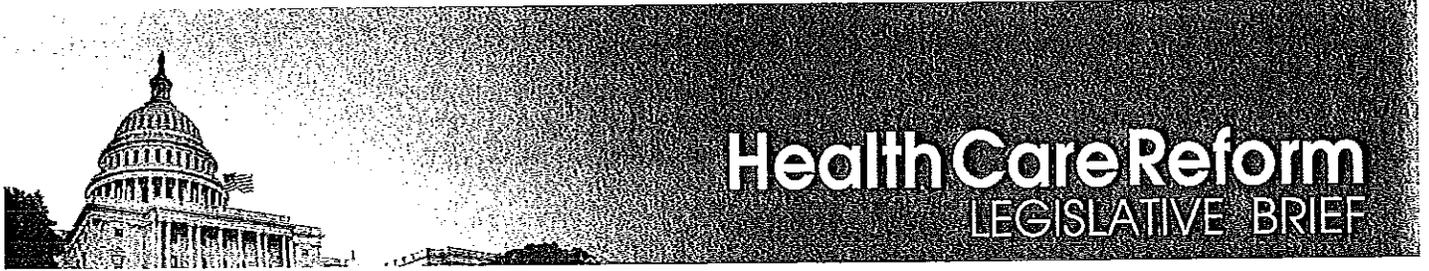


An employee wellness program can raise awareness so employees with fewer risk factors remain in a lower-cost group. A program also can encourage employees with health risk factors to make lifestyle changes to improve their quality of life and lower costs. The payoff in dollars as well as in quality of life can have a big impact on your company's bottom line.

Healthier employees are more productive. This has been demonstrated in factory settings and in office environments in which workers with workplace wellness initiatives miss less work. Presenteeism, in which employees are physically present on the job but are not at their most productive or effective, is reduced in workplaces that have wellness programs.

Healthier employees miss less work. Companies that support wellness and healthy decisions have a greater percentage of employees at work every day. Because health frequently carries over into better family choices, your employees may miss less work caring for ill family members as well. The cost savings of providing a wellness program can be measured against reduced overtime to cover absent employees and other aspects of absenteeism.

Improve morale and enhanced image for the organization. A company that cares about its employees' health is often seen as a better place to work. Those companies save money by retaining workers who appreciate the benefit of a wellness program and they can attract new employees in a competitive market.



Brought to you by Schwabe Benefits Group

Final Rule on Individual Mandate Exemptions and Minimum Essential Coverage

Beginning in 2014, the Affordable Care Act (ACA) requires most individuals to obtain acceptable health insurance coverage for themselves and their family members or pay a penalty. This rule is often referred to as the "individual mandate." Individuals may be eligible for an exemption from the penalty in certain circumstances.

On Jan. 30, 2013, the Department of Health and Human Services (HHS) issued a proposed rule relating to the individual mandate. On June 26, 2013, HHS issued a **final rule** that finalizes the proposed standards. This final rule outlines exemptions from the individual mandate and establishes standards and procedures for Exchanges to determine eligibility for exemptions and designate coverage as constituting minimum essential coverage.

In conjunction with the final rule, HHS' Centers for Medicare & Medicaid Services issued additional guidance specifically on the hardship exemption.

THE INDIVIDUAL MANDATE

Under the individual mandate, a penalty will be assessed against an individual for any month during which he or she does not maintain "minimum essential coverage," beginning in 2014 (unless an exemption applies). A taxpayer is also liable for the penalty for any nonexempt individual whom the taxpayer may claim as a dependent.

Minimum essential coverage includes coverage under an eligible employer-sponsored plan. An eligible employer-sponsored plan is a group health plan (whether an insured group health plan or a self-insured group health plan) or group health insurance coverage offered by an employer to the employee that is:

- A governmental plan;
- Any other plan or coverage offered in a state's small or large group market (including a self-insured group health plan); or
- A grandfathered health plan offered in a group market.

IRS Notice 2013-42 provides **transition relief** from the individual mandate penalty for certain months in 2014 for individuals who are eligible to enroll in eligible employer-sponsored health plans with plan years other than the calendar year (non-calendar year plans).

EXEMPTIONS FROM THE INDIVIDUAL MANDATE

The ACA provides the following nine categories of individuals who are **exempt from the penalty** for not maintaining minimum essential coverage:

- Individuals who cannot afford coverage (those for whom a required contribution for coverage would cost more than 8 percent of their household income);
- Taxpayers with income below the filing threshold;
- Members of federally recognized Indian tribes;



Final Rule on Individual Mandate Exemptions and Minimum Essential Coverage

- Individuals who experience a hardship;
- Individuals who experience a gap in coverage for less than a continuous three-month period (may only be used for one period without coverage per year);
- Members of certain religious sects;
- Members of a health care sharing ministry;
- Incarcerated individuals; and
- Individuals who are not citizens, nationals or lawfully present in the United States.

An individual who is eligible for an exemption for **any one day** of a month is treated as exempt for the entire month.

Exemption for Members of Federally Recognized Indian Tribes

For purposes of this exemption, the IRS defines what constitutes a federally recognized Indian tribe. Because this definition is very limited, the final rule creates a separate hardship exemption for Indians who do not meet the IRS' definition but are eligible for services through the Indian Health Service or through Indian health care providers.

Hardship Exemption

The hardship exemption is intended for individuals who have suffered a hardship with respect to the capability to obtain coverage under a qualified health plan. Under the final rule, a hardship exemption is available for a month or months in which:

- An applicant experienced financial or domestic circumstances, including an unexpected natural or human-caused event, that caused a significant, unexpected increase in essential expenses;
- The expense of purchasing minimum essential coverage would have caused the applicant to experience serious deprivation of food, shelter, clothing or other necessities; or
- The applicant has experienced other factors similar to those described above that prevented him or her from obtaining minimum essential coverage.

HHS has enumerated several situations that will always be treated as constituting a hardship for purposes of the hardship exemption, including:

- Individuals who turn down coverage because the Exchange projects it will be unaffordable (even if their actual income for the year turns out to be higher so that they are not eligible for the affordability exemption);
- Individuals who, in addition to one or more employed members of their families, have been determined eligible for affordable self-only employer-sponsored coverage, but for whom the aggregate cost of employer-sponsored coverage for all the employed members of the family is unaffordable;
- Certain individuals who are not required to file an income tax return but who technically fall outside the statutory exemption for those with household income below the filing threshold;
- Individuals who would be eligible for Medicaid under the expansion, but live in a state that chooses not to expand Medicaid eligibility (this exemption is available for households up to 138 percent of poverty, even though those over 100 percent of poverty may qualify for premium tax credits); and

This Legislative Brief is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Final Rule on Individual Mandate Exemptions and Minimum Essential Coverage

- Individuals who are Indians (as well as their spouses and descendants) who are eligible for services through an Indian health care provider.

The final rule also provides that the hardship exemption will be available on a case-by-case basis for individuals who face other unexpected personal or financial circumstances that prevent them from obtaining coverage. CMS' additional guidance on the hardship exemption establishes criteria that federally facilitated Exchanges (FfEs) will use to determine eligibility for the hardship exemption. State-based Exchanges have the option of using these criteria.

Exemption for Religious Conscience Objectors

Applicants are eligible for the religious conscience exemption if they are members of, and subscribe to the tenets of, religious groups that object to having insurance coverage (including Medicare and Social Security) on religious grounds. Qualification for the religious conscience exemption can be established by proof of Social Security and Medicare tax exemption or by attestation of membership in a group recognized by the Social Security Administration (SSA) as exempt.

Parents can apply for this exemption for their families as well as themselves. The proposed rule required children of families with an exemption certificate to apply on their own behalf at age 18. However, the final rule recognizes that most groups covered by this exemption (mainly Mennonite and Amish groups) recognize the age of adulthood as age 21. As a result, the final rule raises the age to reapply on one's own behalf to age 21. Once an eligible family member reaches age 21, the Exchange will send notice of his or her need to apply on his or her own behalf.

Claiming an Exemption

Four categories of exemptions will be available **exclusively through the tax filing process** – for individuals who are not lawfully present, individuals with household income below the filing threshold, individuals who cannot afford coverage and individuals who experience a short coverage gap. In addition, certain subcategories of the hardship exemption will be available exclusively through the tax filing process.

Three exemptions—those for members of a health care sharing ministry, individuals who are incarcerated and members of federally recognized Indian tribes—could be provided either through an Exchange or through the tax filing process.

The religious conscience exemption and most categories of the hardship exemption are available **exclusively through an Exchange**. Individuals must apply for these exemptions by filing an application with the Exchange. The final rule allows an individual to apply for multiple exemptions simultaneously. However, individuals will generally be required to submit a new application for exemptions each year. The Exchanges will not send applicants notice of their obligation to reapply.

Once an application is received, the Exchange will determine eligibility and will issue certificates of exemption for each eligible applicant. Exchanges will grant certificates of exemption regardless of whether the applicant seeks coverage through the Exchange or not.

Exemption certificates for membership in a health care sharing ministry and for incarceration can only be granted retrospectively, since the Exchange cannot know prospectively how long the applicant will remain incarcerated or with the sharing ministry. Certificates for the religious conscience exemption and for members of Indian tribes can be applied for prospectively and retrospectively and can last indefinitely, since qualification for these exemptions persists from year to year.

The Exchanges must report exemption certifications to the IRS. Individuals who have been denied an exemption will have the right to appeal. In addition, an applicant who is no longer qualified for an exemption but is otherwise eligible to enroll in a QHP will be eligible for a special enrollment period.

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Final Rule on Individual Mandate Exemptions and Minimum Essential Coverage

MINIMUM ESSENTIAL COVERAGE

The ACA lists seven categories of coverage that qualify as minimum essential coverage. The final rule also designates other types of coverage, not specifically listed by the ACA, as minimum essential coverage:

- Self-funded student health coverage and state high-risk pools for plan or policy years that begin on or before Dec. 31, 2014. For plan or policy years that begin after Dec. 31, 2014, sponsors of self-funded student health plans and state high risk pools may apply to be recognized as minimum essential health coverage through a process outlined in the final rule;
- Refugee Medical Assistance supported by the Administration for Children and Families;
- Medicare Advantage plans; and
- Any additional coverage that HHS designates or recognizes as minimum essential coverage.

Minimum essential coverage does not include certain specialized coverage, such as coverage only for vision care or dental care, workers' compensation or coverage only for a specific disease or condition.

Eligibility for Minimum Essential Coverage for Purposes of the Premium Tax Credit

In general, an individual is not eligible for a premium tax credit if he or she is eligible for other minimum essential coverage. On June 26, 2013, the IRS released [Notice 2013-41](#), which provides guidance for when an individual is treated as eligible for certain types of minimum essential coverage where special circumstances exist.

- **CHIP Waiting Period** – An individual subject to a waiting period before he or she can enroll in CHIP is not treated as eligible for CHIP and therefore may receive a premium tax credit during that waiting period.
- **Coverage Tied to a Certain Condition** – An individual eligible for either (1) Medicaid coverage as a result of disability or blindness or (2) Medicare coverage as a result of disability or illness is considered eligible for minimum essential coverage under Medicaid or Medicare only upon a favorable determination of eligibility by the responsible agency. As a result, an individual with a condition that may make him or her eligible for Medicaid or Medicare may still be eligible for a premium tax credit unless and until the individual is determined to be eligible for Medicaid or Medicare.
- **Other Coverage, Including Coverage that may have a Substantial Premium** – Individuals are considered eligible for certain types of minimum essential coverage only if they are actually enrolled. These include:
 - Medicare part A coverage requiring payment of premiums;
 - State high-risk pools;
 - Student health plans; and
 - Certain TRICARE programs, such as Young Adult and Reserve Select.

Source: U.S. Department of Health and Human Services

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NEIL D. SCHWABE

8525 SW 92nd Street, B-6
Miami, FL 33156
305-270-1990
Neil@schwabebenefitsgroup.com

Summary of Qualifications

Tenured Employee Benefits Broker. More than 23 years of success in the Field of Insurance Sales. Dedicated Community Leader and Philanthropist. Proven understanding of Insurance Law and Underwriting Practices with LUTCF Insurance Certification. Named top 1% of Insurance Brokers in the United States.

Skills

Dedicated leader with a history of exceeding customer service expectations. Expert in the depth of Insurance Law on both a State and Federal Level. Expert in building and maintaining client relationships through transparent ethical and accountable agency practices. In depth knowledge of South Florida Marketplace and Insurance Carrier community in the State of Florida. Holds the highest relationships and Preferred Broker Status with the Insurance Carriers in South Florida.

Work Experience

Schwabe Benefits Group, Miami, FL

Employee Benefits Broker, 1991 - Current

- Responsibilities include; the overall continued growth of the Schwabe Benefits Group family agency. Management and Education of all Sales and Account Management Team members. Communication of benefit plans and rates to clients. Consulting clients and educating staff on the effects of Insurance Law and newly passed legislation, including ACA, HCR, HIPAA, COBRA, etc. Responsible for Community Service Outreach and continued service on Local Small Business Committees and Board Associations in the Miami-Dade Community.

Education

Miami-Dade Community College

Associates in Arts, 1991

License & Certifications

215 Life, Health, & Variable Annuity License

LUTCF Certification (Life Underwriter Training Council Fellow)

M EAGHAN M. ZAFFIRIS

2400 Secoffee Terrace
Miami, FL 33133
786-304-5746
Mzaffiris@gmail.com

SUMMARY OF QUALIFICATIONS

Highly organized and efficient. Dedicated team player and capable leader. More than 7 years experience in the field of insurance sales. Proven sales ability. Exceptional communication skills with a strong ability to influence and persuade.

SKILLS

Dedicated and tenacious sales executive with a reputation for professionalism and exemplary ethics. Passionate leader with accountability for goal achievement. History of surpassing customer and employer expectations. Expert in building and nurturing relationships with colleges and business partners. In depth knowledge of carrier and broker community in the state of FL. Knowledge of both Federal and State laws pertaining to Health Care Reform.

WORK EXPERIENCE

Schwabe Benefits Group, Miami, FL

Employee Benefits Consultant, Sales & Account Management, 2012-Current

- Responsibilities include the management and growth of Existing Life & Health Book of Business. Management and Growth of Property & Casualty Book of Business. Servicing all associated lines of coverage. Consulting clients on the effects of Insurance Law.

UnitedHealthcare, Miramar, FL

Account Executive, Sales, 2009-2012

-Responsible for New Business Sales in the Small Group Division, companies size 2-99 Employees.

UnitedHealthcare, Miramar, FL

Renewal Account Consultant, Sales, 2008-2009

-Responsible for renewing existing Middle Market Group accounts as well as New Business Add On Lines of coverage.

EDUCATION

University of Texas

B.B.A., Sales and Marketing, 2007

LICENSES

215 Life, Health, & Variable Annuity License

220 General Lines Property & Casualty License

Gilda M. Diaz

15633 SW 43rd Lane
Miami, Florida 33185

Phone: (786) 853-2070
GDiaz4011@Yahoo.com

Professional Profile

Enthusiastic, service-oriented individual with strong administrative skills and over 10 years of customer assistance and retail experience demonstrating a consistent track record of outstanding sales, merchandising, and customer service results. Effective problem-solver skilled in staff management; able to communicate professionally with personnel at all levels and build teamwork. Self-directed, flexible, extremely organized and punctual, able to work independently with little or no supervision, and to handle multiple responsibilities and tasks simultaneously aiming to meet project deadlines. Highly motivated, confident, hard-working individual, possessing the initiative to exceed goals, and an exceptional ability to quickly learn new concepts.

- Computer literate: Microsoft Office Word, Excel and PowerPoint, e-mail and internet; type 35 WPM
- Bilingual: fluent spoken and written English and Spanish

Work Experience

11/2012 – Present Kohl's Miami, Florida
Fine Jewelry Sales Representative

- Courteously greet customers, provide outstanding customer service and sales help, and efficiently process transactions within an upscale retail environment.
- Operate POS terminal/cash register and scanner to itemize and total customer purchases, collect payments, and make change for transactions; balance cash drawer at end of each shift.
- Conduct inventory of diamonds and fine jewelry; maintain security of display cases.
- Assist with restocking and displaying merchandise, and maintaining appearance of sales floor.
- Provide relief coverage in the beauty and fragrances department, as needed.

01/2008 – 05/2011 Nordstrom Miami, Florida
Customer Service Representative / Retail Salesperson

- Courteously greeted customers, provided outstanding customer service and sales help, and efficiently processed transactions within a busy, fast-paced, upscale retail environment.
- Operated computers, POS terminal/cash register and scanner to itemize and total customer purchases, collect payments, and make change for transactions; balanced cash drawer at end of each shift.
- Assisted with store stocking, floor-sets and opening/closing procedures.
- Displayed consistently positive, helpful attitude; was frequently praised by customers and supervisors.
- Three-year record of dedication and dependability reinforced by consistent "Exceeds Expectations" ratings on performance reviews, and "Pacesetter of the Year in Sales" two years in a row.

05/1999 – 08/2007 Mode Elite Atelier Miami, Florida
Customer Service / Administrative Assistant

- Responsible for merchandising designer bridal wear, and coordinating bridal shows; worked with tailors and seamstresses for fittings.
- Delivered courteous and attentive customer service and sales help; recommended, selected, and helped locate or obtain specific merchandise based on customers' needs and desires.
- Developed and managed customer relations to maximize service satisfaction; promoted goodwill and generated repeat/referral business that contributed to sales growth.
- Served as first point-of-contact, providing incomparable reception and administrative support to all levels of management, coordinating multiple calendars and scheduling appointments.
- Assisted accounting with incoming and outgoing invoices and payments.
- Provided general office support: writing memos/letters, faxing, scanning/photocopying, and filing.

Education

07/27/2013 Keiser University Miami, Florida
Associate of Arts in Criminal Justice

- Communications and Writing for Criminal Justice Professionals, Criminology, Criminal Investigation, Criminal Justice, Criminal Law, Law Enforcement, Corrections, Juvenile Procedures; 3.0 GPA
- Participate in the Leadership Distinction Program (LDP) honors professional development curriculum

3. How many other clients will the assigned personnel also manage along with the Village? Where are the clients located?

Fourty other clients will be managed and maintained by the designated team, whom will also be assigned to the Village of Palmetto Bay. All of these additional 40 clients are also located in South Florida.

Continued on Following Page

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE VILLAGE IN AWARDDING THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE AND CORRECT. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT, SHALL CAUSE THE VILLAGE TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

Robert Schwabe

Principal's Name



Principal's Signature

June 18th, 2014

Date

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: Employee Benefits Broker/Agent of Record
Request for Proposals No. 1314-43-001

Name of Proposer: SCHWABE BENEFITS GROUP

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: All employee benefits

Length of Contract: 30 years

Total No. of Full-time Employees: 50

Total No. of Part-time Employees: 25

Total No. of Employees Eligible for Benefits: 50

Would you enter into a contract with the vendor in the future? Yes No

Were the services provided to acceptable quality standards: Yes No

Was the vendor responsive to your requests and the requests and inquiries of your employees? Yes No

Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

A long and excellent relationship. Schwabe Benefits is very responsive to our needs and provides excellent service.

Name of Public Entity/Company: Norwin Brothers Produce Inc

Name of Individual completing this form: Susan B Suess

Signature: Susan B Suess Title: Gen Mgr

Telephone: 305-274-4363 Email: susan@norwinbrothers.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: Employee Benefits Broker/Agent of Record
Request for Proposals No. 1314-43-001

Name of Proposer: SCHWABE BENEFITS GROUP, INC.

To Whom It May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: ACA PLANNING AND BUSINESS CONSULTING
EMPLOYEE BENEFITS BUDGETING AND COMPLIANCE

Length of Contract: 18 YEARS
Total No. of Full-time Employees: 432 Total No. of Part-time Employees: 0
Total No. of Employees Eligible for Benefits: 432

Would you enter into a contract with the vendor in the future? Yes No
Were the services provided to acceptable quality standards: Yes No
Was the vendor responsive to your requests and the requests and inquiries of your employees? Yes No
Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:
SCHWABE BENEFITS GROUP HAS MANAGED AND MAINTAINED OUR
EMPLOYEE BENEFIT NEEDS SINCE OUR INCEPTION. OUR FIRST
CARWASH WAS LOCATED AT THE CORNER OF 152ND AND US-1.
THEY PROVIDED PAYROLL, LIABILITY, AND EMPLOYEE BENEFIT

Comments:

SERVICES WHICH ARE A NECESSARY COMPONENT FOR THE
SUCCESS OF MY BUSINESS. WE NOW MAINTAIN OVER 4000
EMPLOYEES IN 40+ DEALERSHIPS IN SOUTH FLORIDA

Name of Public Entity/Company: OCEAN DETAILING USA, INC.
Name of Individual completing this form: RUSSELL GRANDE
Signature: [Signature] Title: PRESIDENT/OWNER
Telephone: 561-688-1999 Email: INFO@OCEANDETAIL.COM

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Kristy Dada, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Employee Benefits Broker/Agent of Record
Request for Proposals No. 1314-43-001

Name of Proposer: Schwabe Benefits Group

To Whom It May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information

Scope of Work: Schwabe handles our group insurance services including medical, dental, vision, life, gap and workers compensation.

Length of Contract: 11 years Total No. of Part-time Employees: 19

Total No. of Full-time Employees: 24 Total No. of Employees Eligible for Benefits: 24

Would you enter into a contract with the vendor in the future? Yes No
Were the services provided to acceptable quality standards? Yes No
Was the vendor responsive to your requests and the requests and inquiries of your employees? Yes No
Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments

Great Team! Very knowledgeable staff and always willing to make the extra effort on our behalf. I would absolutely recommend the Schwabe's to your group.

Name of Public Entity/Company: The Gables Condo and Club Assoc.

Name of Individual completing this form: Cindy Turner

Signature: [Signature] Title: Accounting

Telephone: 305-740-9111 x256 Email: Accounting@thegablesclub.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

COMPENSATION METHOD

The Village of Palmetto Bay is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

Section A. Proposed Annual Rate:

The fee stated below shall be inclusive of all labor, materials, travel, etc...

	<u>Annual Rate</u>
Year 1	\$ 18,000
Year 2	\$ 18,540
Year 3	\$ 19,096

Section B. Optional Services

At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional." Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

<u>Service</u>	<u>Annual Flat Rate</u>
Annual Benefits & Wellness Fair	\$ 1,000
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$



 Authorized Signature

Robert Schwabe - President

 Printed Name & Title

Schwabe & Associates, Inc.

 Firm's Name

June 18th, 2014

 Date

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Broker/Agent complies fully with the above requirements.

Signature of Official: 

Name (typed): Robert Schwabe

Title: President

Broker/Agent: Robert Schwabe

Date: June 23rd, 2014

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Broker/Agent warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

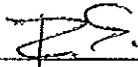
B. Broker/Agent warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Broker/Agent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Broker/Agent warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Broker/Agent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Broker/Agent has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this agreement. Broker/Agent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Broker/Agent acknowledges that a violation of this warranty will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the Broker/Agent, if the Broker/Agent is chosen for performance of the agreement.

Signature of Official: 

Name (typed): Robert Schwabe

Title: President

Broker/Agent: Robert Schwabe

Date: June 23, 2014

NON-COLLUSIVE AFFIDAVIT

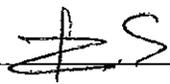
STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

Robert Henry Schwabe

being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Schwabe & Associates, Inc. the Broker/Agent that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Broker/Agent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Broker/Agent or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Broker/Agent or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): Robert Schwabe

Title: President

Broker/Agent: Robert Schwabe

Date: June 23, 2014

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23rd day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Henry Schwabe and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

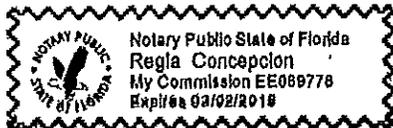
Regia Concepcion
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Regia Concepcion

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:



(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Robert Henry Schwabe

For Schwabe & Associates, Inc.

Whose business address is: 8525 SW 92nd Street, Suite B6, Miami, FL 33156

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-2024116

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or agreement for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

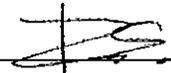
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding agreement and which Proposals or applies to Proposal on agreements for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official:  _____

Name (typed): Robert Schwabe _____

Title: President _____

Broker/Agent: Robert Schwabe _____

Date: June 23, 2014 _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23rd day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Henry Schwabe and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Regla Concepcion
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:
Regla Concepcion

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.