

## **FAJUA BANKING ITN**

The FAJUA intends to negotiate a banking services agreement to be effective on or about May 1, 2014. By way of this Invitation to Negotiate (ITN), we invite proposals from qualified institutions for General Banking Services.

It is important to note that the financial institution(s) contracting to provide services as a result of this ITN must make a commitment to accept the responsibility of supporting a very demanding account relationship.

The information provided in this document describes the FAJUA's current banking and financial services operations. The FAJUA was formed in 1972 by member insurance companies authorized by the Florida Department of Financial Services, Office of Insurance Regulation (OIR) to write private passenger and commercial auto liability and physical damage insurance in Florida. The FAJUA is the joint underwriting association created in Florida for the equitable apportionment of automobile liability and other motor vehicle insurance afforded to applicants who are in good faith entitled to, but are unable to procure insurance through ordinary methods. The FAJUA administers the Plan approved by the Florida Department of Financial Services, as required by Sections 627.311 and 627.351, *Florida Statutes*. The FAJUA is governed by an 11-member Board of Governors made up of six (6) representatives of its member companies and five (5) representatives appointed by the Chief Financial Officer. Every insurer authorized to write automobile insurance in Florida is required to become a member of the FAJUA. The FAJUA performs many of its insurance functions through designated Members acting as Service Provider/Carrier, which are appointed by the Board of Governors. The FAJUA has a contract with the Automobile Insurance Plans Service Office ("AIPSO") under which AIPSO provides various administrative and other services (including accounting, auditing and data services) to the FAJUA. The FAJUA operates on a fiscal year ending September 30.

Currently, the FAJUA maintains accounts consisting of a master account, central processor account, a depository account (ZBA), two disbursement accounts (ZBA) and an investment account. Additional or fewer accounts and services may be merited in the future.

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. Such authorization shall be requested immediately upon notification and the provision of such authorization shall be a prerequisite to continuation in the ITN process. The FAJUA shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the FAJUA determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the FAJUA reserves the right to immediately cancel the award.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The FAJUA reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the FAJUA may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the FAJUA as necessary to gain such understanding. The FAJUA reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the FAJUA reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the FAJUA's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the FAJUA.

The FAJUA will conduct a comprehensive, fair, and impartial review and evaluation of all proposals meeting the requirements of this ITN using the selection criteria below. The comparative assessment of the relative benefits and deficiencies of each proposal in relationship to the requirements of this ITN shall be made by using subjective judgment. An FAJUA Evaluation Team composed of at least

one Ad Hoc Vendor Review Committee member and FAJUA staff will review and score each proposal, which may include an oral interview to develop a comprehensive assessment of the proposal, and identify the respondent it will recommend to the engagement of the FAJUA Ad Hoc Vendor Review Committee. The FAJUA Ad Hoc Vendor Review Committee shall then consider the Evaluation Team's assessment and recommendation, if any, and formulate its own recommendation to the FAJUA Board of Governors regarding the possible engagement of a respondent(s) to this ITN. The FAJUA Board of Governors will then determine whether to authorize the engagement of a respondent(s) to this ITN. In awarding an agreement the FAJUA may choose to award the agreement based on the proposals alone; request an oral presentation and/or interview; interview key management or supervisory personnel of the respondent; conduct an on-site review of the facilities and equipment to be utilized by the respondent; and/or use any information available to it from any source.

Scoring will be as follows:

Detailed Description of Services	40
Experience and Qualifications	40
Fees	40
Total Possible	120

To be considered for this engagement, a respondent must submit a proposal no later than 12:00 p.m., Eastern Standard Time, August 26, 2013. Please submit two (2) bound copies and one (ii) one (1) electronic copy of your complete proposal in an Adobe "PDF" format; (iii) and one (1) electronic redacted version (if redaction is needed) of your complete proposal in an Adobe "PDF" format for Public Record Requests received after the award.. Proposals must be submitted in a sealed envelope or package and will be time and date stamped. Submit these responses to the FAJUA at the following delivery address:

Florida Automobile Joint Underwriting Association

C/O General Manager

1425 Piedmont Drive, East, Suite 201A

Tallahassee, Florida 32308

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