

# CONSENT ITEM

<b>CONTRACT ID:</b>	<b>Consumer Choice Clearinghouse Solutions Services</b> Contract No. 13-13-0010-00 - Amendment #4 to the Contract Bolt Solutions, Inc.
<b>BUDGETED ITEM</b>	Yes, funding is included in the Annual Operating Budget.
<b>CONTRACT AMOUNT</b>	\$44,911,500.89 (approved August 22, 2013)
<b>CONTRACT TERM(S)</b>	August 22, 2013 through August 21, 2023 (five-year term with five-year renewal option)
<b>PURPOSE / SCOPE</b>	This Consent Item seeks approval from the Citizens Board of Governors to: <ul style="list-style-type: none"><li>○ Amend the contract to realize negotiated cost savings by:<ul style="list-style-type: none"><li>○ Replacing unit cost for first million annual transactions with a fixed, flat cost<ul style="list-style-type: none"><li>▪ Include existing monthly fees in this cost</li></ul></li><li>○ Reducing unit cost for each transaction in excess of one million</li><li>○ Implement pricing changes described above to take effect January 1, 2018.</li></ul></li><li>○ Exercise the option to renew the existing contract, with amended terms, for a period of five (5) years<ul style="list-style-type: none"><li>○ Renewal effective August 22, 2018 through August 21, 2023</li></ul></li></ul>
<b>PROCUREMENT METHOD</b>	An Invitation to Negotiate (ITN) 13-0010 was issued on May 21, 2013. BOLT Solutions Inc, was selected and awarded the contract on August 22, 2013.
<b>RECOMMENDATION</b>	Citizens' staff recommends that Citizens Board of Governors: <ul style="list-style-type: none"><li>a) Approve the contract amendments;</li><li>b) Approve exercise of 5 year renewal option with amended terms; and</li><li>c) Authorize staff to take any appropriate or necessary actions consistent with this Consent Item.</li></ul>
<b>CONTACTS</b>	Steve Bitar, Chief of Underwriting and Agency Services



**AMENDMENT No. 4 to the  
CONSUMER CHOICE CLEARINGHOUSE SOLUTIONS SERVICES CONTRACT  
with BOLT SOLUTIONS, INC.**

This document hereby amends Contract #13-13-0010-00 (the "Contract") by and between **Citizens Property Insurance Corporation** ("Citizens") and **Bolt Solutions, Inc.** ("Vendor") (collectively, the "Parties"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract. This Amendment is effective as of the date of the last signature set forth below.

**Recitals**

Whereas, the Parties held discussions and exchanged correspondence in May 2017 regarding Schedule C, Price Sheet and other aspects of the Services;

Whereas, the Parties desire to amend the Contract to reflect the result of such discussions and correspondence;

Whereas, the amended Schedule C, Price Sheet and amended Services shall only apply to Transactions processed and Services delivered on or after January 1, 2018; and,

Whereas, the Parties desire to renew the Contract in accordance with Section II. B. therein.

Now therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties hereby agree to amend the Contract as follows:

- 1. Effective January 1, 2018, the table after the first paragraph of Schedule C, Price Sheet is hereby deleted and replaced with the following:**

Description	Frequency	Amount
Personal Lines Implementation:	One Time Fee	\$534,000
Commercial Lines Implementation:	One Time (Not to Exceed)	\$100,000

Description	Frequency	January 1, 2018 – August 21, 2018	Renewal Term Years 6 – 10
Integration of Participating Insurers		No Charge	No Charge
Transaction Fee (Tier A: up to and including 1,000,000 Transactions, annually)	Tier A is calculated on a cumulative monthly basis in a given calendar year	\$158,333 per month flat fee	\$158,333 per month flat fee
Transaction Fee (Tier B: 1,000,001 and above Transactions, annually)	Monthly, upon exceeding the cumulative Tier A threshold in a given calendar year	\$.90 per Transaction, as calculated on a monthly basis	\$.90 per Transaction, as calculated on a monthly basis

Renewal Batch Services	Monthly	Included as a part of the Tier A Transaction Fee at no additional charge	Included as a part of the Tier A Transaction Fee at no additional charge	
Professional Services	Monthly	Included as a part of the Tier A Transaction Fee at no additional charge	Included as a part of the Tier A Transaction Fee at no additional charge	
<b>Third Party Insurance Products:</b>	E2Value Pronto (1 Data Supplier)	Per Transaction	\$ .87/Transaction	\$ .87/Transaction
	E2Value ProntoLite (No Data Supplier)	Per Transaction	\$ .53/Transaction	\$ .53/Transaction
	Other Third Party Insurance Products	Per Transaction	At cost	At cost

**2. Effective January 1, 2018, the second paragraph of Section H of Schedule C, Price Sheet, “Fees will be paid on a progressive schedule...will be paid at the Tier B rate.” is hereby deleted and replaced with the following**

Transactions will be calculated on an annual, calendar year basis beginning in January of a given year with a starting point of zero (0) Transactions and shall be accumulated on a monthly basis.

Where such accumulation in a calendar year does not exceed the Tier A threshold, no additional Transaction charges will be due. For example, if the cumulative Transaction total as of December 31 of a given calendar year is one million (1,000,000) or less, the monthly Transaction Fee for Tier A shall be due.

Where such accumulation in a calendar year exceeds the Tier A threshold, each additional Transaction will be charged at the Tier B rate on a monthly basis in arrears. For example, if the cumulative Transaction total in June of a given calendar year is one million, one hundred thousand (1,100,000), the monthly Transaction Fee for Tier A shall be due and one hundred thousand Transactions at the Transaction Fee for Tier B shall be due.

**3. Effective January 1, 2018, the following Sections of Schedule C, Price Sheet are hereby deleted and replaced with the following:**

- I. Intentionally left blank.
- J. Intentionally left blank.
- L. Intentionally left blank.

**4. Effective January 1, 2018, Section IV. J. 1. c. of the Contract is hereby deleted and replaced with the following:**

c. Upon receipt from the Vendor of the SOW, Citizens’ Contract Manager may: (i) approve the SOW and incorporate it into a task order; (ii) contact the Vendor for additional information; or, (iii) at Citizens’ sole election and expense, conduct a review of the SOW utilizing Citizens’ internal resources or by an independent third party, with such review being for informational and discussion purposes and not being binding upon either Citizens or Vendor.

**5. Effective January 1, 2018, the following new Section 3. A. 1. ix. of Schedule A is hereby added:**

ix. Vendor shall, at its sole expense, keep current all Vendor development and testing environments, including set-up, configuration, data import and export, and all support necessary so that Citizens and Vendor are able to, as the case may be, maintain, enhance, or modify the System.

**6. The Parties hereby agree to exercise the renewal option as set forth in Section II. B. of the Contract and in accordance with the terms of this Amendment. The Parties agree that the terms and conditions of the Renewal Term remain the same as those stated in the Contract, as the same has been amended. The Renewal Term is effective August 23, 2018 and shall expire at 11:59 p.m. Eastern Standard Time on August 22, 2023.**

**7. The first paragraph of the preamble of the Contract is hereby amended to replace Citizens' principal place of business address as follows:**

<b>PREVIOUS ADDRESS:</b>	<b>2312 Killearn Center Blvd., Tallahassee, FL 32309</b>
<b>NEW ADDRESS:</b>	<b>2101 Maryland Circle, Tallahassee, FL 32303</b>

The sections of the Contract (including Amendments 1, 2, and 3 to the Contract) that are not expressly modified or replaced by this Amendment shall remain in effect pursuant to their terms. In the event that any of the provisions of this Amendment are inconsistent or conflict with any provisions of the Contract, the inconsistent or conflicting provisions of this Amendment shall control, but only to the extent that such provisions are inconsistent or conflicting with the Contract.

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**SIGNATURE PAGE FOLLOWS**

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Each of the Parties hereby certify by their undersigned authorized representatives that they have read this Amendment and agree to be bound by its terms and conditions.

**CITIZENS PROPERTY INSURANCE CORPORATION:**

**BOLT SOLUTIONS, INC.:**

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SIGNATURE

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