



**CONTRACTOR AGREEMENT NO: OPS OCP 1920-7027
CONTRACT MODIFICATION NO. 02**

**CONTRACT BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. – REGION 12
d/b/a CareerSource Central Florida
And
CAREER EDGE, LLC**

EFFECTIVE DATE OF CONTRACT: October 3, 2019 – June 30, 2022

DESCRIPTION OF CHANGE: The purpose of **MODIFICATION NO. 02** to **CONTRACTOR AGREEMENT NO. OPS OCP 1920-7027** (Agreement) between Central Florida Workforce Board – Region 12 d/b/a CareerSource Central Florida and Career EDGE LLC (Contractor) is to:

- Extend the contract term through June 30, 2022, via **Renewal – Year 2** option
- Incorporate a revised ATTCHMENT B – PAYMENT TERMS, effective July 1, 2021
- Modify **ATTACHMENT C, CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES** to add three new federal flow down clauses.
- Incorporate priced option within ATTACHMENT D – PRICE OPTIONS, BASED ON NUMBER OF USERS, effective July 1, 2021.
- Incorporate **ADDENDUM** to add *Reopener* hereunder to facilitate discussions between the parties that results in a mutual agreement on how the parties might better work together to achieve win-win results within 90-days by 9/29/2021.

OTHER CHANGES INCLUDED IN THIS MODIFICATION ARE AS FOLLOWS:

- Within, **ATTACHMENT C, CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES** is amended to incorporate three additional clauses and make revised **ATTACHMENT C, CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES** a part hereof. Aforesaid is hereby incorporated via MODIFICATION No. 02 by reference. Below are the three clauses added through this modification:

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

- Replace ATTACHMENT D – PRICE OPTIONS, BASED ON NUMBER OF USERS, effective July 1, 2020 by substituting with ATTACHMENT D – PRICE OPTIONS, BASED ON NUMBER OF USERS, effective July 1, 2021.

- **ADDENDUM**

Reopener. During the next 90-days beginning 7/1/2021 thru 9/29/2021, the parties mutually agree that they will schedule meetings to engage in dialogue with goal of developing a service level agreement (SLA). Required dialogue, between the parties, includes goal of addressing items listed below and other factors that will best achieve win-win results in bettering the process by which the parties work better together.

- Development Schedule, including delays in development
- Backup of lost data

No other changes are authorized by this modification.

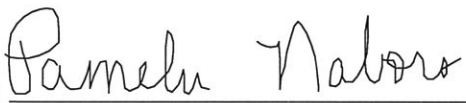
IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this modified agreement.

CAREER EDGE, LLC

BY: 
Signature
Christopher Kuselias CEO
Typed Name & Title

DATE: 7/6/2021

CAREERSOURCE CENTRAL FLORIDA

BY: 
Signature
Pamela Nabors, President and CEO

DATE: 7-2-2021

Note: Unless otherwise stated, regardless of the date the modification is signed, this modification shall be effective July 1, 2021.

END OF PAGE

PAYMENT TERMS
Effective July 1, 2021

Contractor shall invoice CareerSource Central Florida, in accordance with the terms listed in this Attachment. Per this Agreement, total budget for services provided by the Contractor shall not exceed \$162,503.00. Business-related travel expenditures, including travel mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

Contractor shall submit invoices to facilitate payments in accordance with payment schedules indicated in the Budget Outline below. Invoices shall be transmitted electronically by email to accountspayable@careersourcecf.com. Payment shall be payable by CSCF to Contractor within thirty (30) days of invoice receipt.

BUDGET OUTLINE

OPTION PERIOD	Deliverables and Term	Payment Due
Base Year	Initial Set-Up of Services, which includes but is not limited to Staff Training for 5 locations, Leaders Meetings, Customization, System Implementation. Invoice will also include payment of services for October 2019.	\$ 29,167.00
	Invoice #1 is due after startup date of October 2, 2019, and will include startup cost of \$25,000 and October 2019 monthly service fee of \$4,167.	
RENEWAL Year 1	Monthly continuation of Contractor's content and tools, which include but is not limited to Content Modules, Tools, Backend/Admin, Full Reporting, Support, and maintenance. Supporting Documentation should include at a minimum: Monthly user count and total user count.	\$ 33,336.00
	Invoices for monthly services, each totaling \$4,167, will be due by the first of each month during the period of November 1, 2019 – June 30, 2020.	
RENEWAL Year 2	Monthly continuation of Contractor's content and tools, which include but is not limited to Content Modules, Tools, Backend/Admin, Full Reporting, Support, and maintenance. Supporting Documentation should include at a minimum: Monthly user count and total user count.	\$ 50,000.00
	Invoices for monthly services, each totaling \$4,167, will be due by the first of each month during the period of November 1, 2020 – June 30, 2021.	
TOTAL CONTRACT VALUE		\$ 162,503.00

CAREER EDGE PORTAL
PRICE OPTIONS BASED ON NUMBER OF USERS
Effective July 1, 2021

The total cost payable to the Contractor for services under the term(s) of this Contract shall not exceed the annual license price, based on the number of users, listed in the table below, unless otherwise authorized by CSCF in a written amendment to this Contract. Pricing is based on customization, content selected and individual users. Each unique user is identified by his or her chosen email address. Note: A Career EDGE User is defined as an individual email address who has accessed Career EDGE modules and/or tools, or who has uploaded files to their profile/application, in order for administrators to view and access their files/data.

BASE YEAR

Option Period	Term	Deliverables	Number of Users	Annual License Price
Base Year	October 2, 2019 – June 30, 2020 (Prorated*)	Staff Training for 5 locations, Leaders Meetings, Customization, System Implementation	1 to 5,000	\$ 25,000.00
		Content Modules, Tools, Backend/Admin, Full Reporting, Support and Maintenance		\$ 50,000.00
*Quoted price will be prorated to 9 months, as listed in the Budget Outline.				

RENEWAL YEAR(S)

Option Period	Term	Deliverables	Number of Users*	Annual License Price
RENEWAL Year 1	July 1, 2020 – June 30, 2021	Content Modules, Tools, Backend/Admin, Full Reporting, Support and Maintenance	1 to 8,000	\$ 50,000.00
			8,001 to 10,500	\$ 50,000.00
			10,501 to 13,000	\$ 100,000.00
RENEWAL Year 2	July 1, 2021 – June 30, 2022	Content Modules, Tools, Backend/Admin, Full Reporting, Support and Maintenance	1 to 5,000	\$ 50,000.00
			5,001 to 7,500	\$ 75,000.00
			7,501 to 10,000	\$ 100,000.00

*For Renewal Year 1 - If the cumulative number of users reaches 8,001. Contractor will increase the monthly invoice amount to \$6,250 from that month thereafter, until the end of the contract. Additionally, if the cumulative number of users reaches 10,501. Contractor will increase the monthly invoice amount to \$8,333 from that month and every month thereafter, until the end of the contract.

For Renewal Year 2 - If the cumulative number of users reaches 5,001. Contractor will increase the monthly invoice amount to \$6,250 from that month thereafter, until the end of the contract. Additionally, if the cumulative number of users reaches 7,501. Contractor will increase the monthly invoice amount to \$8,333 from that month and every month thereafter, until the end of the contract.