

Printed by Mahealani K. Kaono

Barbara L Tom
06/26/2003 09:08 AM

To: Mahealani K Kaonohi/DAGS/StateHIUS@StateHIUS
cc: Barbara L Tom/DAGS/StateHIUS@StateHIUS
Subject: Re: The Lange Group

Mahealani,

I spoke with Carl Watanabe (BOC) and he said he will call Nani to have her send the completed Supp 6 to us this week.

This one does not involve money and the Contract funding is DLNR, not us, but a contract legally has to be extended before expiration to continue work - That is the issue if late but not our problem. Don't worry about it. I suspect Nani will deliver the Supp son and we will process per usual.

bt
Mahealani K Kaonohi



Mahealani K Kaonohi
06/25/03 04:11 PM

To: Barbara L Tom/DAGS/StateHIUS@StateHIUS
cc:
Subject: The Lange Group

We mailed document(s) to Nani Lindsey of The Lange Group on 06/18/03 and have not gotten anything back. Please let me know the situation and/or status. Thanks.

100402

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 6
TO AGREEMENT ICS-FY-99-52

(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 6, executed on the respective dates indicated below, is effective as of June 30, 2003, between the Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)
(hereinafter "STATE"), by its Comptroller whose address is
(Insert Title of State Officer Executing Agreement)
1151 Punchbowl Street; Honolulu, Hawaii 96813, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a Corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)
under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050; Honolulu, Hawaii 96814
Taxpayer ID: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii
(Insert Agreement Number or other Identifying Information)
dated January 18, 2000, which was amended by Supplemental Agreement No(s) 1, 2, 3, 4 & 5
dated 06/29/00, 06/01/01, 12/30/01, 06/30/02 & 12/30/02 (hereinafter collectively referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental

Agreement No. 6 by their signatures on the dates below.

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name _____
Title _____
Date _____

STATE:

By Russ K. Saito
Print Name Russ K. Saito
Title Comptroller
Date 7/21/03

CONTRACTOR

By Yolanda H. Lindsey
Print Name Yolanda H. Lindsey
Title President
Date June 27, 2003

APPROVED AS TO FORM

Deane Jackson
Deputy Attorney General

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 27th day of June, 20 03, before me personally appeared

Yolanda H. Lindsey, to me personally known, who being by me duly sworn, did

say that he/she/they is/are the President of Unique Computer Systems, Inc. dba THE LANGE GROUP

the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

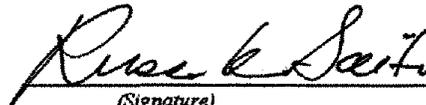
GENAL PERRIN
(Print Name)
[Signature]
Notary Public, State of Hawaii
My Commission Expires: JULY 01, 2005

(NOTARY SEAL)

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development(a.)

Pursuant to a delegation of the authority by the Director of Human Resources Development, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawaii Revised Statutes (HRS).



(Signature)

Russ K. Saito

(Print Name)

Comptroller

(Print Title)

7/2/03

(Date)

- a. Item 1 of this certificate may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file.

NOTE: If authority to certify exceptions under §§76-16(2), 76-16(3), and 76-16(15), HRS, has not been delegated, only the Director of DHRD may certify §§76-16(2), 76-16(3), and 76-16(15) exceptions.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

2. By the Director of Human Resources Development, State of Hawaii (b.)

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Print Name)

(Print Title, if designees of the Director of DHRD)

(Date)

- b. Item 2 of this certificate may be used only by the Director of Human Resources Development (DHRD) or the Director's designee.

NOTE: If authority to certify exceptions under §§76-16(2), 76-16(3), and 76-16(15), HRS, has not been delegated, only the Director of DHRD may certify §§76-16(2), 76-16(3), and 76-16(15) exceptions.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

Unique Computer Systems, Inc.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ~~XXXX~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

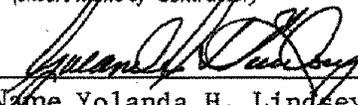
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, June 27, 2003

CONTRACTOR

Unique Computer Systems, Inc.
dba THE LANGE GROUP

(Insert name of Contractor)

By 
Print Name Yolanda H. Lindsey
Title President

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to December 30, 2003.

This extension of time only for a six-month period is necessary to allow the vendor to remain on-call to fix any problems that arise that may be related to the Internet functions of the new BOC system.

The Lange Group

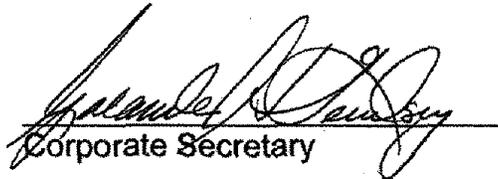
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

The undersigned, being the corporate secretary of Unique Computer Systems, Inc., dba The Lange Group, a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting duly called and held on the eighteenth day of January 2003 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President of this corporation, is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation with the State of Hawaii or any agency of department thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 27th day of June, 2003.


Corporate Secretary

(SEAL)

100412

The Lange Group

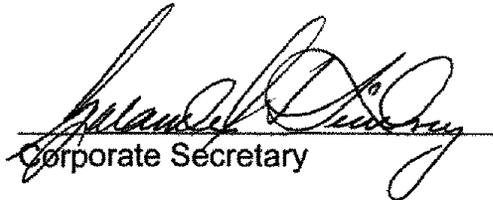
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

The undersigned, being the corporate secretary of Unique Computer Systems, Inc., dba The Lange Group, a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting duly called and held on the eighteenth day of January 2002 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President of this corporation, is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation with the State of Hawaii or any agency of department thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 16th day of December, 2002 .


Corporate Secretary

(SEAL)

100413

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 5
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 5, executed on the respective dates indicated below, is effective as of December 30, 192002, between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)
(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)
whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a Corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814
Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court
(Insert Agreement Number or other Identifying Information)
and Regular Automated Tracking Systems for the State of Hawaii
dated January 18, 192000, which was amended by Supplemental Agreement No(s). 1, 2, 3, 4, dated June 29, 2000, June 1, 2001 (hereinafter collectively December 30, 2001, and June 30, 2003 referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 5 by their signatures on the dates below.

STATE:

By *Russ K. Saito*
Print Name Wayne M. Fobler Russ K. Saito
Title Comptroller Acting Comptroller
Date 2/19/03

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name _____
Title _____
Date _____

CONTRACTOR:

By *Yolanda H. Lindsey*
Print Name YOLANDA H. LINDSEY
Title PRESIDENT *
Date DEC 16, 2002

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

Steve Erickson
Deputy Attorney General

CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii
City of)
County of Honolulu)

SS.

On this 16th day of December, ^{8:14p} 19 2002, before me personally appeared Yolanda H. Lindsey, to me personally known, who being by me duly sworn, did say that he/she is the President of Unique Computer Systems Inc dba The Lange Group, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

18



Notary Public, STACIE L. IKEI
My Commission Expires: 11/6/06

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Unique Computer Systems, Inc.
dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.

* Reminder to Agency: If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, DEC. 16, 2002

CONTRACTOR

Unique Computer Systems, Inc.
dba THE LANGE GROUP

(Insert Name of Contractor)



(Signature)

Yolanda H. Lindsey

(Print Name)

President

(Print Title)

December 16, 2002

(Date)

* Reminder to Agency: If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Russ K. Saito
(signature)

2/19/03
(date)

Russ K. Saito
MAIY/KIIEE/EVAAE WAHAE W. HOIAE
Print Name

COMPTROLLER AKAHE Comptroller
Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to June 30, 2003.

The Lange Group

Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

The undersigned, being the corporate secretary of Unique Computer Systems, Inc., dba The Lange Group, a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting duly called and held on the eighteenth day of January 2002 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President of this corporation, is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation with the State of Hawaii or any agency of department thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 29th day of May, 2002 .


Corporate Secretary

(SEAL)

100422

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 4
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 4, executed on the respective dates indicated below, is effective as of June 29, 2002, between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)

(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)

whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a Corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer

identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814

Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court
(Insert Agreement Number or other Identifying Information)
and Regular Automated Tracking Systems for the State of Hawaii

dated January 18 / 192000, which was amended by Supplemental Agreement

No(s) 1, 2, 3, dated June 29, 2000, June 1, 2001 (hereinafter collectively
and December 30, 2001

referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

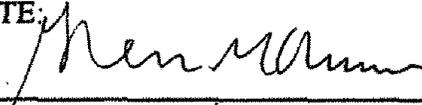
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 4 by their signatures on the dates below.

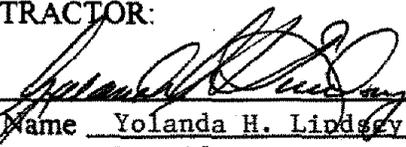
STATE:

By 
Print/Name Glenn M. Okimoto
Title Comptroller
Date JUN 13 2002

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name _____
Title _____
Date _____

CONTRACTOR:

By  LS
Print Name Yolanda H. Lindsey
Title President *
Date May 29, 2002

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:


Deputy Attorney General

TIME OF PERFORMANCE

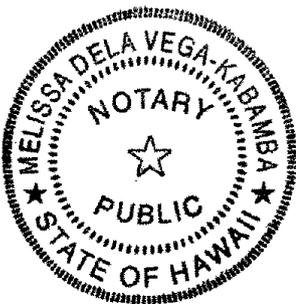
Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to December 31, 2002.

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
City _____ County of Honolulu)

SS.

On this 29th day of May, 2002, before me personally appeared --YOLANDA H. LINDSEY--, to me personally known, who being by me duly sworn, did say that he/she is the --PRESIDENT-- of --Unique Computer Systems, Inc., dba THE LANGE GROUP--, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.



Melissa DeLa Vega-Karamba

Notary Public, MELISSA DELA VEGA-KARAMBA
My Commission Expires: 7/1/05

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Unique Computer Systems, Inc.
dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.

* **Reminder to Agency:** If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

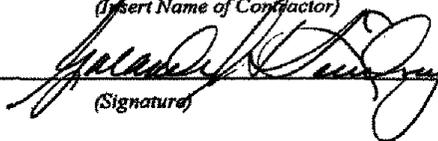
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, May 29, 2002

CONTRACTOR

Unique Computer Systems, Inc.
dba THE LANGE GROUP

(Insert Name of Contractor)


(Signature)

Yolanda H. Lindsey

(Print Name)

President

(Print Title)

May 29, 2002

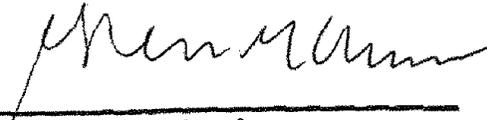
(Date)

* **Reminder to Agency:** If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.



(signature)

JUN 13 2002

(date)

Glenn M. Okimoto

Print Name

Comptroller

Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 3, executed on the respective dates indicated below, is effective as of December 30, 2001, between the _____
Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)
(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)
whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813
_____, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)
under the laws of the State of Hawaii, whose business address and taxpayer
identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, HI 96814;
Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement
ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and
(Insert Agreement Number or other Identifying Information)
Regular Automated Tracking System for the State of Hawaii
dated January 18 ~~XX~~2000, which was amended by Supplemental Agreement
No(s). 1, 2, dated June 29, 2000, June 1, 2001 (hereinafter collectively
referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services
described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

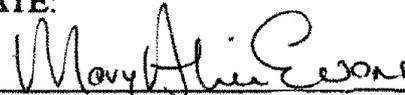
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 3 by their signatures on the dates below.

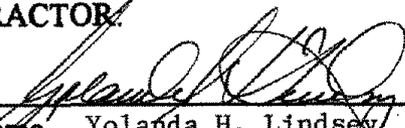
STATE:

By 
for Print Name Glenn M. Okimoto
Title Comptroller
Date 12-28-01

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

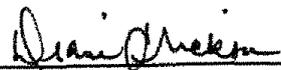
By _____
Print Name _____
Title _____
Date _____

CONTRACTOR:

By  LS
Print Name Yolanda H. Lindsey
Title President *
Date December 12, 2001

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

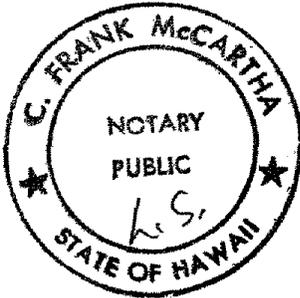

Deputy Attorney General

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 12th day of DECEMBER, 20 01, before me personally
appeared YOLANDA H. LINDSEY, to me personally known, who being by me
duly sworn, did say that he/she is the --- PRESIDENT --- of
---UNIQUE COMPUTER SYSTEMS, INC. dba THE LANGE GROUP---, the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument
as the free act and deed of the CONTRACTOR.



C. Frank McCarthy
C FRANK McCARTHA
(Print Name)
Notary Public, State of Hawaii
My Commission Expires: 2/10/2004

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

Unique Computer Systems, Inc.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ~~XXXX~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

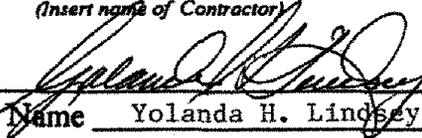
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, December 12, 2001

CONTRACTOR

Unique Computer Systems, Inc.
dba THE LANGE GROUP

(Insert name of Contractor)

By 
Print Name Yolanda H. Lindsey
Title President

***Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.**

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes § 76-16.

Mary Alice Evans

12-28-01

Signature

Date

for Glenn M. Okimoto

Print Name

Comptroller

Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

Signature

Date

Print Name

Print Title, if designee of Director of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil services exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes section 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's Designee. See NOTE at footnote 1.

TIME OF PERFORMANCE

Pursuant to the Request for Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to June 30, 2002.

The Lange Group

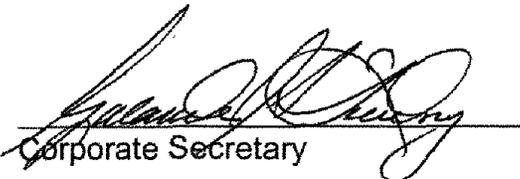
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

I, Yolanda H. Lindsey, Secretary of Unique Computer Systems, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting held on the nineteenth day of January 2001 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 12th day of December, 2001 .


Corporate Secretary

(SEAL)

100439

**DEPARTMENT OF ACCOUNTING & GENERAL SERVICES
INFORMATION & COMMUNICATION SERVICES DIVISION
ROUTE SLIP**

DATE: 12/28/01

TO	DESTINATION	FROM	PERSON OR UNIT	INITIAL
1	Comptroller			
	Deputy Comptroller			<i>MSZ</i>
	Administrative Services Office			
	Personnel Office			
	Systems & Procedures Office			
	State Procurement Office			
	Accounting Division			
	Audit Division			
	Survey Division			
	Public works Division			
2	Info & Communication Services Division	X	Les	<i>LS</i>
	Archives Division			
	Central Services Division			
	Automotive Management Division			
	State Foundation on Culture & the Arts			
	Stadium Authority			
	King Kamehameha Celebration Commission			

PLEASE:

- Review
- See me
- Investigate & report
- Comment & recommendation
- Take action
- Draft reply
- Inform staff

REMARKS:

FOR YOUR:

- Approval
- Signature
- Information
- Comments
- File

2001 DEC 28 P 12:09
COMPTROLLER'S OFFICE
DABS

Ref No. ICS-FY-99-52

100440

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
Comments and Recommendation

DAGS Comptroller Referral No.:

Date: 12/28/01

Contact Name : Karen Higa

Phone: 586-1920

Approved By: Wayne J. Sasaki

Date: 12/24/01

Recommendation:

Approval of Supplemental Agreement No. 3.

Nature of Request:

Extension of the Agreement with The Lange Group for Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the Bureau of Conveyance.

Background: (Define the problem)

The ICSD assisted the Bureau of Conveyance (BOC) with their contract to replace their Land Court system running on the Wang computer. The original agreement was entered into on January 18, 2000. This supplement is to extend the contract for the contractor to complete their services.

Analysis/Basis for Recommendation: (Include, as appropriate, discussion of pros and cons, consequences of action, alternatives considered, legal authority, etc.)

The BOC is satisfied with the work that the contractor has provided. Unforeseen circumstances delayed the project so the extension is required to complete the work.

100441

2001 DEC 28 P 12: 09

COMPTROLLER'S OFFICE
DAGS

12/28/01 submitted to Les for
Comptroller execution

BENJAMIN J. CAYETANO
GOVERNOR



EARL I. ANZAI
ATTORNEY GENERAL

THOMAS R. KELLER
FIRST DEPUTY ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
425 QUEEN STREET
HONOLULU, HAWAII 96813
ADMINISTRATION DIVISION
(808) 586-0618

TRANSMITTAL LETTER

- For Pick up
- Hand Delivery
- U.S. Mail

TO: Lester M. Nakamura, Administrator
Information and Communication Services Division

ATTN: Karen Higa

FROM: *fw* Diane Erickson *fw*
Supervising Deputy Attorney General

DATE: December 24, 2001

RE: Supplemental Agreement No. 3 to Agreement No. ICS-FY-99-52 with The Lange
Group for the BOC System

ORIGINAL(S)	DATE	DESCRIPTION
2	12/30/01	Agreement No. ICS-FY-99-52

TRANSMITTED FOR:

- Your Information & Files
- Filing
- Your Signature & Forwarding
As Indicated Below
- Your Approval
- Your Appropriate Action
- Your Review & Comments
- Per our Conversation
- Per your Request
- See Remarks Below

PLEASE CALL OUR OFFICE SHOULD YOU HAVE ANY QUESTIONS: 586-0618

REMARKS: We are returning the above-mentioned Agreement to your office, approved as to
form.

DE/mpb

100442

BOC

Carl,
Please review the
draft Supplement 3.

Thanks,
Karen

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 3
GREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 3, executed on the respective dates
indicated below, is effective as of December 1, 2001, between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)

(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)

whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and

Unique Computer Systems, Inc., dba The Lange Group (hereinafter "CONTRACTOR"),

a corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer

identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii

96814; Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement
ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and
(Insert Agreement Number or other Identifying Information)

Regular
Regular Automated Tracking System for the State of Hawaii

dated January 18, ~~X/9~~ 2000, which was amended by Supplemental Agreement

No(s). 1, 2, dated June 29, 2000, June 1, 2001 (hereinafter collectively

referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services
described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 3 by their signatures on the dates below.

STATE:

By _____
Print Name Wayne H. Kimura
Title Comptroller
Date _____

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name _____
Title _____
Date _____

CONTRACTOR:

By _____
Print Name _____
Title _____
Date _____

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

Deputy Attorney General

CONTRACTOR'S ACKNOWLEDGMENT

State of _____)
_____)
_____ County of _____)

SS.

On this _____ day of _____, 20 ____, before me personally
appeared _____, to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument
as the free act and deed of the CONTRACTOR.

(Print Name)
Notary Public, State of _____
My Commission Expires: _____

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, _____.

CONTRACTOR

(Insert name of Contractor)

By _____
Print Name _____
Title _____

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes § 76-16.

Signature	Date
Wayne H. Kimura	
Print Name	
Comptroller	
Print Title	

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16(__).

Signature	Date
Print Name	
Print Title, if designee of Director of Human Resources Development	

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil services exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes section 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's Designee. See NOTE at footnote 1.

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to June 30, 2002.

COMPENSATION AND PAYMENT SCHEDULE

Pursuant to the COMPENSATION AND PAYMENT SCHEDULE of the Agreement (as described in Supplemental Agreement No. 1), the State agrees to pay the Contractor an amount not to exceed ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED EIGHTEEN AND 88/100 DOLLARS (\$146,818.88) for Part 4. Money is available to pay for Part 4 pursuant to Act 125, SLH 1999.

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT ICS-FY-99-52

(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 2, executed on the respective dates indicated below, is effective as of June 1, 2001, between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)

(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)

whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814; Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and
(Insert Agreement Number or other Identifying Information)
Regular Automated Tracking System for the State of Hawaii

dated January 18, ~~XX~~92000, which was amended by Supplemental Agreement No(s). 1, dated June 29, 2000 (hereinafter collectively referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 2 by their signatures on the dates below.

STATE:

By *Wayne H. Kimura*
Print Name Wayne H. Kimura
Title Comptroller
Date JUN 18 2001

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By *Carl T. Watanabe*
Print Name Carl T. Watanabe
Title Acting Registrar
Date June 7, 2001

CONTRACTOR:

By *Yolanda H. Lindsey*
Print Name Yolanda H. Lindsey
Title President *
Date June 7, 2001

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

Dean Chaker
Deputy Attorney General

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 7th day of JUNE, 20 01, before me personally
appeared YOLANDA H. LINDSEY, to me personally known, who being by me
duly sworn, did say that ~~he~~she is the --- PRESIDENT --- of
--- UNIQUE COMPUTER SYSTEMS, INC. dba THE LANGE GROUP ---, the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument
as the free act and deed of the CONTRACTOR.

LS

Charlotte Caulk
Charlotte Caulk
(Print Name)
Notary Public, State of Hawaii
My Commission Expires: 12/17/04

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

UNIQUE COMPUTER SYSTEMS, INC.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR / (is) / (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

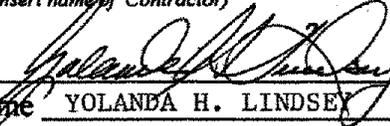
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, JUNE 7, 2001

CONTRACTOR

UNIQUE COMPUTER SYSTEMS, INC.
dba THE LANGE GROUP

(Insert name of Contractor)

By 
Print Name YOLANDA H. LINDSEY
Title PRESIDENT

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes § 76-16.

Mary Alice Evans

JUN 18 2001

Signature

Date

for Wayne H. Kimura
Print Name

Comptroller
Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16(____).

Signature

Date

Print Name

Print Title, if designee of Director of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil services exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes section 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's Designee. See NOTE at footnote 1.

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to December 31, 2001.

COMPENSATION AND PAYMENT SCHEDULE

Pursuant to the COMPENSATION AND PAYMENT SCHEDULE of the Agreement (as described in Supplemental Agreement No. 1), the State agrees to pay the Contractor an amount not to exceed TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 08/100 DOLLARS (\$262,854.08) for Part 3. Money is available to pay for Part 3 pursuant to Act 125, SLH 1999.

The Lange Group

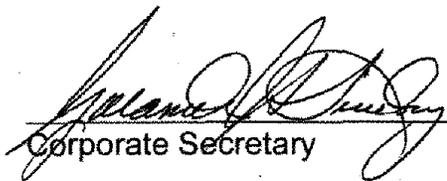
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

I, Yolanda H. Lindsey, Secretary of Unique Computer Systems, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting held on the nineteenth day of January 2001 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 7th day of June, 2001 .


Corporate Secretary

(SEAL)

100461

**DEPARTMENT OF ACCOUNTING & GENERAL SERVICES
INFORMATION & COMMUNICATION SERVICES DIVISION
ROUTE SLIP**

DATE: 6/18/01

TO	DESTINATION	FROM	PERSON OR UNIT	INITIAL
1	Comptroller			
	Deputy Comptroller			
	Administrative Services Office			
	Personnel Office			
	Systems & Procedures Office			
	State Procurement Office			
	Accounting Division			
	Audit Division			
	Survey Division			
	Public works Division			
2	Info & Communication Services Division	X	Les	
	Archives Division			
	Central Services Division			
	Automotive Management Division			
	State Foundation on Culture & the Arts			
	Stadium Authority			
	King Kamehameha Celebration Commission			

PLEASE:

- Review
- See me
- Investigate & report
- Comment & recommendation
- Take action
- Draft reply
- Inform staff

FOR YOUR:

- Approval
- Signature
- Information
- Comments
- File

REMARKS:

Ref No. ICS-FY-99-52
Contract Execution

100462

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 1, executed on the respective dates indicated below, is effective as of June 29, ~~XIX~~ 2000 between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)

(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)

whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and

Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),

a corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer

identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii

96814; Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and
(Insert Agreement Number or other Identifying Information)

Regular Automated Tracking System for the State of Hawaii

dated January 18, ~~XIX~~ 2000 which was amended by Supplemental Agreement

No(s) _____, dated _____ (hereinafter collectively

referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM: _____

TO: _____

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

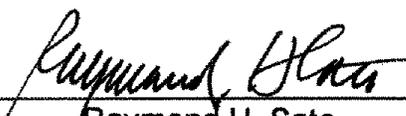
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

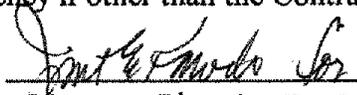
Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 1 by their signatures on the dates below.

STATE:

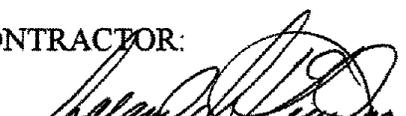
By 
Print Name Raymond H. Sato
Title Comptroller
Date 12/21/00

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By 
Print Name Timothy E. Johns
Title Chair, Dept. of Land & Natural Resources
Date _____

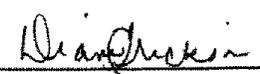
(Affix Corporate Seal)

CONTRACTOR:

By 
Print Name Yolanda H. Lindsey
Title President *
Date November 20, 2000

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:


Deputy Attorney General

AG-Supp (4/99)

Agreement No. ICS-FY-99-52 with The Lange Group for Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii

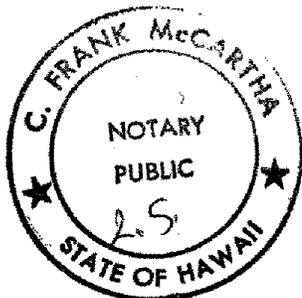
100465

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
CITY & County of HONOLULU)

SS.

On this 20th day of NOVEMBER ^{dm} 20, ~~19~~ 2000, before me personally appeared - YOLANDA H. LINDSEY, to me personally known, who being by me duly sworn, did say that he/she is the --- PRESIDENT --- of --- UNIQUE COMPUTER SYSTEMS, INC. dba THE LANGE GROUP ---, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.



C. Frank McCarthy
Notary Public, State of Hawaii
My Commission Expires: 4/10/2004

1

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

UNIQUE COMPUTER SYSTEMS, INC.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

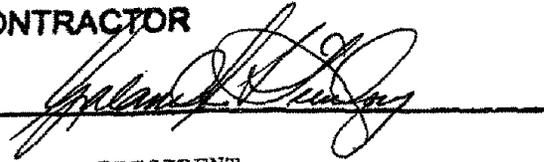
1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Supplemental Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Supplemental Agreement, if the legislator or employee had been involved in the development or award of the Supplemental Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Supplemental Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Supplemental Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Supplemental Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Supplemental Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Supplemental Agreement for a fee or other consideration by an individual who, a) within

the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Supplemental Agreement.

CONTRACTOR understands that the Supplemental Agreement to which this document is attached is voidable on behalf of the STATE if this Supplemental Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: NOVEMBER 20, Hawaii, ~~19~~ 2000.

CONTRACTOR

By 

Title

PRESIDENT

*Reminder to Agency: If "is" is checked, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Supplemental Agreement is entered into, a written justification as to why the Supplemental Agreement was not required to be competitively bid.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Raymond H. Sato
(signature)

12/21/00
(date)

Raymond H. Sato
Print Name

Comptroller
Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

SCOPE OF SERVICES

Pursuant to the Request For Proposals, section 3.10 Implementation Plan, the Contractor's work is to be performed by distinct tasks. The Contractor's Best and Final Offer dated November 15, 1999 and Contractor's clarification letters (hereinafter "Clarification Letters"), dated December 14, 1999 and December 23, 1999, attached hereto, and by this reference made a part hereof, further clarify the work to be completed. Contractor's scope of work by tasks is amended as follows:

- Part 1:
 - Task 1 Implement Basic BOC Network
 - Task 2 BCIS Requirements Verification
 - Task 3 Replace Reg & Land Court System
 - Task 4 Implement Imaging on BOC Network
 - Task 5 Implement Imaging BCIS

- Part 2:
 - Task 3 services
 - Task 6 Enable Remote Access to Data
 - Task 7 Enable Remote Access to Image
 - Task 10 Data Remediation

- Part 3:
 - Task 3 services
 - Task 8 Enable Public Access
 - Task 9 Public Access to Image
 - Task 11 GIS Requirements Study

- Part 4: Support Services

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to September 21, 2001.

COMPENSATION AND PAYMENT SCHEDULE

The Payment Schedule as identified in the Original Contract is in error. The Clarification Letters were not reflected in the compensation amount; therefore, the compensation and payment schedule is amended as follows:

As compensation for the work to be performed by the Contractor, the State agrees to pay the Contractor as follows:

Part 1:	Task 1 Implement Basic BOC Network	\$240,782.21
	Task 2 BCIS Requirements Verification	48,458.02
	Task 3 Replace Reg & Land Court System	408,104.01
	Task 4 Implement Imaging on BOC Network	519,230.95
	Task 5 Implement Imaging BCIS	81,093.26
	TOTAL PART 1:	\$1,297,668.45
Part 2:	Task 3 services	\$ 67,812.06
	Task 6 Enable Remote Access to Data	77,393.92
	Task 7 Enable Remote Access to Image	47,167.44
	Task 10 Data Remediation	21,666.53
	TOTAL PART 2:	\$214,039.95
Part 3:	Task 3 services	\$ 27,603.99
	Task 8 Enable Public Access	139,472.55
	Task 9 Public Access to Image	62,027.76
	Task 11 GIS Requirements Study	33,749.78
	TOTAL PART 3:	\$262,854.08
Part 4:	Support Services	\$146,818.88

The Original Contract dated January 18, 1999 contracted for the services identified in Part 1 at a cost of ONE MILLION TWO HUNDRED NINETY-SVEN THOUSAND SIX HUNDRED SIXTY-EIGHT AND 45/100 DOLLARS (\$1,297,668.45).

For Supplemental Agreement No. 1, the State agrees to pay the Contractor an amount not to exceed TWO HUNDRED FOURTEEN THIRTY-NINE AND 95/100 DOLLARS (\$214,039.95), for Part 2.

Payments for the remainder of the work shall be paid at the rate specified herein, contingent upon availability of funds and by execution of a Supplemental Agreement(s) to this contract. In the event that funds are not appropriated and allotted, this Agreement will terminate with no further liability or obligation to the Contractor by the State.

The Lange Group

Software Systems Analysis & Telecommunications Consulting

December 14, 1999

Carl Watanabe, Deputy Registrar
Bureau of Conveyances
Department of Land and Natural Resources
1151 Punchbowl Street, Room 122
Honolulu, HI 96813

Re: ICS-FY-99-52 Task Milestones & Other Clarifications

Dear Mr. Watanabe,

In reference to the above captioned matter, and to follow-up after our initial discussions of December 8, 1999, we understand that the initial contract will cover only a portion of the Award, namely Task 1-5, 7 and 10 for a total of \$1,291,880.05. We understand that the balance of the Award will be contracted for completion in the year 2000, with the exception of Task 11, GIS Requirements Study, which may extend into year 2001. Because prices and availability of the "commodity" items listed in Attachment H change quite rapidly, and not within our control, we agree that where possible, the BOC should try to purchase these items directly from suppliers to obtain the greatest value.

We would like to clarify and provide the following items for your consideration:

1. Payment Milestones Schedule (see Attachment "A") – represents the cost by task along with the anticipated payment milestone schedule reflecting the deliverable item and estimated delivery date. Our detailed project schedule will be provided in Task 2 after notice to proceed.
2. Liquidated Damages – we would like to request that the per day amount be \$100.00. This amount would provide for allowances, other than change orders, should flexibility in the deliverable schedule be justified. This amount has been found in other State of Hawaii contracts. A higher amount would require a re-evaluation of the risk factors, which would take time and could increase our total cost.
3. APPX Software, Inc. Addendum – Attachment "B" is the APPX Subcontract Addendum which needs to be signed by a responsible party. It is required for installation and has been executed by other State of Hawaii agencies where SPEED II and APPX are used. It allows for defect-related warranties and states terms of use.

100473

Mr. Carl Watanabe
December 14, 1999
Page 2

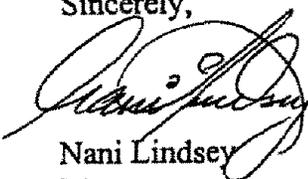
4. Vendor Purchases of Attachment H products – as per our discussion, we agree that the BOC should purchase directly from third party vendors where possible. We would like to request that on the “Notice To Proceed”, a proviso be included to instruct us to do this, including purchasing of the critical IBM hardware and software products directly from IBM. This will insure the higher level of discounts to the BOC and eliminate any middleman fee markups. In this case, the BOC would issue a P.O directly to these vendors including IBM, for those “commodity” products. Also, any additional hardware needed at this time for Task 12 (PART 2), which we declined to bid on, can be purchased.

5. Task 7b, Backfile Microfilm Integration - we will work together with the BOC and the successful PART 2, Task 12 Microfilm Conversion (10 years backfile) vendor, to insure that the index data and images can be imported correctly, by providing the import software program(s) and training needed to perform the import reliably. The transfer of the raw data to the BCIS, and the actual importing of the data and images, is not provided for, and is up to the BOC to perform. Based on our initial discussion, suggested hardware configuration, software and installation cost alternatives will be provided to the BOC, for Task 12 budgetary purposes. More information is needed before purchases are made.

I speak for our entire team when I say that we are very pleased to have the honor of your favor in awarding this contract. We are proud to have gained your confidence. It remains my duty and I will insure that the BOC is well served. We are all looking forward to this new and exciting project. Should there be any questions, please do not hesitate to call me at 545-1822.

Happy Holidays!

Sincerely,



Nani Lindsey
Manager

Attachments

100474

PAYMENT MILESTONE SCHEDULE Award: ICS-FY-99-52 Contract #1 (Task 1-5, 7, 10) Start Date: 2/1/00 Est Compl: 9/30/00		Labor + GET Incl. Sub Contractors	Attachment H	Total	% of Total	Est. Compl. Date
Task 1 Implement a Basic BOC Network						
Deliver Network Design Document	23,051.93		23,051.93	10%	2/15/00	
Delivery of Attachment H Components		135,315.18	135,315.18	56%	3/15/00	
Installation of Cabling (Boss Electric)	40,837.24		40,837.24	17%	3/15/00	
Installation of Hardware	41,577.86		41,577.86	17%	4/15/00	
Task 1 Totals	105,467.03	135,315.18	240,782.21	100%		
Task 2 BCIS Requirements Verification						
Deliver Requirements Document	48,458.02		48,458.02	100%	2/29/00	
Task 2 Totals:	48,458.02		48,458.02	100%		
Task 3 Replacement of R/S & L/C						
Delivery of Attachment H Components		190,171.04	190,171.04	52%	3/31/00	
Installation of Hardware	38,339.34		38,339.34	10%	5/30/00	
Migration Prototype Test (Wang Replacement)	43,541.39		43,541.39	12%	5/30/00	
Migration Acceptance Test (Production)	21,979.02		21,979.02	6%	7/30/00	
New R/S and GI's Completion	45,833.04		45,833.04	12%	9/30/00	
New Enhancements Completion	27,603.99		27,603.99	8%	11/30/00	
Task 3 Totals:	177,296.78	190,171.04	367,467.82	100%		
Task 4 Imaging on BOC						
System Requirements Document	44,458.06		44,458.06	9%	4/30/00	
Delivery of Attachment H Components		251,048.26	251,048.26	52%	4/30/00	
Installation of Imaging Hardware	38,299.79		38,299.79	8%	5/30/00	
Installation of Imaging Software	70,653.73		70,653.73	15%	6/30/00	
Completion of Training	80,784.93		80,784.93	17%	6/30/00	
Task 4 Totals:	234,196.51	251,048.26	485,244.77	100%		
Task 5 Imaging on BCIS						
Completion of Acceptance Test (Production)	44,739.33		44,739.33	55%	7/30/00	
Completion of Training	36,353.93		36,353.93	45%	7/30/00	
Task 5 Totals:	81,093.26		81,093.26	100%		
Task 7 Enable Access to Images						
(7b) Deliver Requirements Document	17,945.73		17,945.73	38%	8/31/00	
(7b) Completion of Programs & Training	14,449.91		14,449.91	31%	8/31/00	
(7) Completion of Programs & Training	14,771.80		14,771.80	31%	10/31/00	
Task 7 Totals:	47,167.44		47,167.44	100%		
Task 10 Data Remediation						
Deliver Requirements Document	3,999.97		3,999.97	18%	8/15/00	
Completion Programs & Training (TG Indexes)	10,583.27		10,583.27	49%	9/30/00	
Mainframe Import of 1976-1990 (BOC Indexes)	7,083.29		7,083.29	33%	9/30/00	
Task 10 Totals:	21,666.53		21,666.53	100%		
Contract #1 Grand Totals:	715,345.57	576,534.48	1,291,880.05			

ATTACHMENT "A"

100475

The Lange Group

Software Systems Analysis & Telecommunications Consulting

December 23, 1999

Carl Watanabe, Deputy Registrar
Bureau of Conveyances
Department of Land and Natural Resources
1151 Punchbowl Street, Room 122
Honolulu, HI 96813

Re: ICS-FY-99-52 Task 12 Additional Hardware Requirements

Dear Mr. Watanabe,

In reference to the above captioned matter, and to follow up after our discussions of December 22, 1999 regarding the additional hardware required for Task 12 – Microfilm Conversion, please find attached the following:

1. Revised Attachment H Task 3 and Task 4 three (3) pages – reflecting additional hardware needed for Task 12
2. Two revised IBM Configuration – the first configuration shows the two (2) node (primary and redundant node), and the second configuration shows the rest of the items including the increased disk (DASD) and upgraded 3995-C68 fully loaded optical juke box. Both configurations show List Price and do not reflect the BOC discount. It is intended to itemize the hardware parts needed for your review only.

The first IBM Configuration, second page under “Hardware Mes/Upgrades” includes both the primary and secondary nodes and must be divided in half to get the Primary and optional Redundant node list prices for both the hardware and maintenance.

The second IBM Configuration, shows a fully loaded Optical Library, along with the added Disk Subsystem rack which includes thirty-two (32) 36.4GB drives to contain the 5 year backfile mirrored on-line disk, for an additional 1.1648 TB. The other 7133-D40 SSA Disk Subsystem is from our original configuration with sixteen (16) 9.1GB drives. This fills up three of the four drawers available in the system disk rack (16 drives per drawer). The Optical Library was upgraded from a model C66 to a C68, and fully loaded with five (5) 52 drive packs (5.2GB per drive), for a total of 1.352TB.

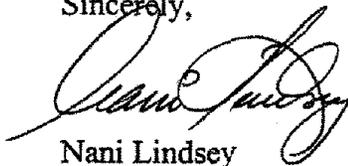
100476

Mr. Carl Watanabe
December 23, 1999
Page 2

We envision these items to be installed during Task 3 and Task 4. The estimated hardware cost if purchased directly from IBM, including the 4.166% general excise tax is shown in the Revised Attachment H. The net increase in hardware cost expended during Task 3 is ~~\$132,305.37~~ and 136,052.77 the net increase in hardware cost expended during Task 4 is \$33,986.18. This represents an total hardware cost of \$166,291.55 allocated to Task 12.

I hope the above provides the needed information to plan for Task 12. Please do not hesitate to call me should there be any other questions at 545-1822.

Sincerely,



Nani Lindsey
Manager

enclosures

100477

Phase 1 Task 3: Hardware & Software Prices for Replacement of the Regular and Land Court Systems (RS/6000 9076 SP)

Description	Unit Price	Qty	Extended
Hardware			
<i>RS/6000 9076 SP Enterprise Server Node</i>			
RS/6000 9076 SP Enterprise Server Node (2051)	\$56,450.26	1	\$56,450.26
7133-D40 SSA Disk Subsystem (Rack-Mounted - (1) drawer of 16 - 9.1GB drives)	37,212.26	1	37,212.26
7014-S00 rack & 7133-D40 SSA Disk Subsystem (Rack-Mounted - (2) drawers each with 16 - 36.4GB drives)	139,799.10	1	139,799.10
Total RS/6000 9076 SP Enterprise Server Hardware			\$233,461.62
<i>RS/6000 9076 SP Redundant Server Node Hardware</i> **OPTIONAL**			
RS/6000 9076 SP Enterprise Server Node (2051)	\$56,450.26	1	\$56,450.26
7133-D40 SSA Disk Subsystem (Rack-Mounted - (1) drawer of 16 - 9.1GB drives)	37,212.26	1	37,212.26
Total RS/6000 9076 SP Optional Redundant Node Hardware	**OPTIONAL**		\$93,662.52
<i>RS/6000 9076 SP BOC Enterprise Server Software</i>			
5765-C64 IBM C for AIX V4.4 - FC 0001 Basic One-time charge	499.37	1	499.37
5692-AIX System Software - FC 1004 CD-ROM Process Charge	52.08	1	52.08
Total RS/6000 9076 SP Enterprise Server Software			\$551.45
<i>RS/6000 9076 SP BOC Redundant Node Software</i> **OPTIONAL**			
5765-C34 AIX Version 4	\$ N/C	1	\$ N/C
5765-C34 FC 4061 AIX 4.3 for (1-2) users	N/C	1	N/C
5765-C34 FC 5005 Preinstall	N/C	1	N/C
5765-C34 FC 9001 Asset Registration	N/C	1	N/C
5692-AIX System Software - FC 1004 CD-ROM Process Charge	52.08	1	52.08
Total RS/6000 9076 SP Optional Redundant Node Software	**OPTIONAL**		\$52.08
<i>DB2 UDB Enterprise Edition includes 2 year Subscription & Support</i>			
DB2 UDB Enterprise Edition V 6.1- D37BFML	6,249.96	4	24,999.84
DB2 UDB Media & Documentation - BB6X4NA, BB6VWML	93.75	1	93.75
DB2 UDB Developer Edition - D0096ML	932.29	2	1,864.58
Total DB2 Software			\$26,958.17
<i>DB2 UDB Enterprise Edition includes 2 year Subscription & Support for Optional Redundant RS/6000 9076 SP Server - NODE USED IN STANDBY CAPACITY ONLY</i>			
Total DB2 Software for Optional Redundant Server	**OPTIONAL**		NC

93,662.52

Optional

Optional

Description	Unit Price	Qty	Extended
Phase 1 Task 3 (Continued)			
<i>APPX Software License</i>			
APPX Software license for 50 users, 2 developers w/DB2 interface, including 1 st year software subscription	\$59,775.00	1	\$59,775.00
<i>Barcode Label Printers</i>			
Zebra Desktop T402 Bar Code Thermal Transfer Ptr. & Cables	\$912.84	6	\$5,477.04
Phase 1 Task 3 Price Summary			
Required Hardware and Software			\$326,223.28
Optional Hardware and Software	**OPTIONAL**		93,714.60
Total Phase 1 Task 3 Required and Optional Hardware & Software			\$419,937.87

**Phase 2 Task 4: Hardware & Software Prices for
Implementing Imaging Capability on the BOC Network
(Optical Jukebox, Scanners, & Microfilm Writer)**

Description	Unit Price	Qty	Extended
Hardware			
<i>Optical Library (Jukebox for BOC Enterprise Server)</i>			
IBM 3995 Optical Library Model C68 with 260 (5.2GB) optical platters for BOC Enterprise Server node (provides 1,352GB capacity)	\$82,613.33	1	\$82,613.33
Total Optical Library (Jukebox for BOC Enterprise Server)			\$82,613.33
Hardware			
<i>Image Scanners</i>			
Kodak Digital Science Scanner 3500D, Duplex - 840-4378	\$19,952.26	2	\$39,904.52
1700s Adrenaline IP Accelerator, 12MB SCSI Full PCI EH-1700-1000	2,702.18	2	5,404.36
Kofax 3500D Scan Cable SC-1024-0000	233.45	2	466.90
Vidar TruScan Select 38" wide Scanner (41" throat) 400dpi 1/2"-1"/sec Adaptive Area Thresholding, install & training -11653	\$10,984.00	1	\$10,984.00
SCSI Card Adapter	260.41	1	260.41
Total Image Scanner Hardware			\$57,020.19
<i>Microfilm Writer</i>			
Kodak Digital Science Archive Writer 4800 including installation (1 year warranty) 870-9248	\$35,567.35	1	\$35,567.35
Digital Science Archive Writer Cassette 66 868-4383	753.75	1	753.75
Digital Science Archive Writer 4800 Training 883-4350	175.00	1	175.00
Digital Science Archive Writer Interface Software 123-9557	4,292.16	1	4,292.16
Kodak Digital Science Document Archive Writer 4800 Pre-installation site accreditation 877-1495	1,022.79	1	1,022.79
Total Microfilm Hardware			\$41,811.05
Software			
<i>Scan and Index Capture software</i>			
Kofax Ascent Capture - Scan 200k per month	\$7,909.09	2	\$15,818.18
Kofax Ascent Capture - Workstation (1 pak)	2,512.48	1	2,512.48
Kofax Ascent Capture - Workstation (3 pak)	7,223.39	1	7,223.39
Total Scan and Index Capture Software			\$25,554.05
<i>Long Term Storage and Retrieval Software includes 2 years subscription with support</i>			
IBM VisualInfo Program Kit for server - D00KBML	\$17,499.89	1	\$17,499.89
IBM VisualInfo Concurrent User - D05T2ML	1,728.11	35	60,483.85
IBM VisualInfo Media Kit - 39L3902	52.08	1	52.08
Total Long Term Storage and Retrieval Software			\$78,035.82
Total Phase 2 Task 4 Imaging Hardware & Software Price			\$285,034.44

The Lange Group

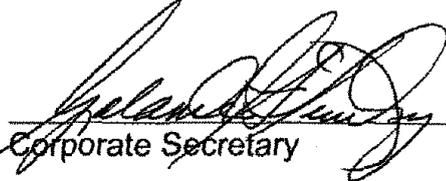
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

I, Yolanda H. Lindsey, Secretary of Unique Computer Systems, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting held on the twenty first day of January, 2000 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President is hereby authorized to execute on behalf of the Corporation, any bid, proposal, or contract for software and consulting services to be performed by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 20th day of November, 2000.


Corporate Secretary

(SEAL)

100481

CONTRACT WITH LANGE GROUP

PART 1

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

March 20, 2000

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, HI 96814

Dear Ms. Lindsey:

SUBJECT: Notice to Proceed
ICS-FY-99-52
Services to Develop and Implement a Replacement Land Court
and Regular Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of Agreement No. ICS-FY-99-52, Part 1 for your file.
You are notified to proceed with the work upon receipt of this contract.

If you have any questions on this matter, please call Ms. Barbara Tom at
(808) 586-1920.

Sincerely,

Lester M. Nakamura, Administrator
Information and Communication Services
Division

Enclosures

STATE OF HAWAII
AGREEMENT FOR GOODS OR SERVICE
BASED UPON COMPETITIVE SEALED PROPOSALS

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of January 18, 192000, between the _____

Department of Accounting and General Services

(Insert name of state department, agency, board, or commission)

State of Hawaii (hereinafter "STATE"), by its Comptroller
(hereinafter "DIRECTOR"), and Unique Computer Systems, Inc.
dba THE LANGE GROUP

(hereinafter "CONTRACTOR"), a Corporation

(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050
Honolulu, Hawaii 96814

Taxpayer ID: 1019306 Federal: 99-0206123

RECITALS

A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-60, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

F. Money is available to fund this Agreement pursuant to:

(1) Act 91, SLH 1999 or (2) _____

(Identify state statute)

(Identify federal statute)

both, in the following amounts:

State \$1,297,668.45
Federal \$

G. Pursuant to 26-6 HRS, the STATE is

authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the CONTRACTOR agree as follows.

1. Scope of Performances. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number ICS FY 99-52 ("Request"), and the CONTRACTOR's accepted proposal ("Proposal"), both of which, even if not physically attached to this Agreement, are hereby made a part this Agreement.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed One Million Two Hundred Ninety Seven Thousand Six Hundred Sixty eight and 45/100 DOLLARS (\$1,297,668.45), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR's proposal.

3. Bonds. The CONTRACTOR (is) (~~is not~~) required to provide a (performance) (payment) (performance and payment) bond in the amount of No DOLLARS (\$ 0.00).

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

5. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of One Hundred DOLLARS (\$100.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

7. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Director shall be sent to the Director's office in

Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: _____

Notice to the CONTRACTOR at the CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE

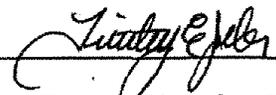
By 

Print Name Raymond H. Sato

Title State Comptroller

Date 3/17/00

FUNDING AGENCY (to be signed by head of funding agency if other than the Comptroller)

By 
Print Name Timothy E. Johns

Title Chairperson, Board of Land and Natural Resources, Director of Land and Natural Resources

Date March 23, 2000

CONTRACTOR

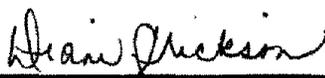
By 

Print Name Yolanda H. Lindsey

Title President LS

Date January 26, 2000

APPROVED AS TO FORM:


Deputy Attorney General

*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Raymond H. Sato
(signature)

3/17/00
(date)

Raymond H. Sato

Print Name

State Comptroller

Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii)

City & County of Honolulu)

SS.

On this 26th day of January ^{6th 2000} 199, before me personally

appeared Yolanda H. Lindsey, to me personally

known, who being by me duly sworn, did say that he/she is the _____

President _____ of

Unique Computer Systems, Inc. dba The Lange Group, the

CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

60

Notary Public, GAYLE VILLADOS
My commission expires: 06-14-2000

STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of ICS-FY-99-52 *, are accurate, complete, and current as of November 15, 1999 ***
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Firm: Unique Computer Systems, Inc. dba THE LANGE GROUP	Date of Execution: *** December 22, 1999
Name: Yolanda H. Lindsey	Title President



(Signature)

1-26-2000

(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

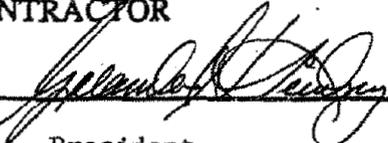
On behalf of Unique Computer Systems, Inc.
dba The Lange Group, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR /is/ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, January 26, 192000.

CONTRACTOR

By 

Title President

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

SCOPE OF SERVICES

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
 LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
 FOR THE STATE OF HAWAII

The Scope of Services to be provided by this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 1.

Part 1 = Lange Group and is for Phases 1 through 5, as follows:

1.	Establish BOC Network	240,782.21
2.	BCIS Reqmts Validation	48,458.02
3.	Replace REG and LC System	408,104.01
4.	Imaging Capability – BOC	519,230.95
5.	Imaging Capability – BCIS	<u>81,093.26</u>

Total Initial Contract amount	1,297,668.45
-------------------------------	--------------

Part 1 Total Bid = 1,701,985.54; Post Imp Support = 267,752.80

Remaining for Supplemental Agreements	=	404,317.09
		267,752.80 (support)
		<u>97,461.46 (optional)</u>

Total: Lange Group for Part 1 solution	2,067,199.80
--	--------------

TIME OF PERFORMANCE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Time of Performance of Services is as defined in the RFP and amended by the Best and Final Offer Request letter included by reference by this contract to Lange Group. The Best and Final submission letter includes implied amendments to the Section 2.3 Significant Dates in the RFP (attached for reference).

Time of Performance is as proposed by Part 1 vendor – Lange Group

The initial contract is expected to terminate June 30, 2000.

2.3 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows: All time is shown as Hawaiian Standard Time (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to October 8, 1999
Best and Final Offer Due; 10:00 a.m.	November 15, 1999
Contractor Selection	November 26, 1999
Notice of Award	December 1, 1999
Notice to Proceed/Estimated Date of Contract Issuance	December 13, 1999
Estimated Start Date	December 15, 1999
Work Plan Presentation for PART 1	December 27, 1999
Work Plan Presentation for PART 2	December 27, 1999
Final Work Plan Submission for PART 1	January 10, 2000
Final Work Plan Submission for PART 2	January 10, 2000

PROPOSAL PREPARATION

Estimated Initial Contract Period for Part1

December 15, 1999
to June 30, 2000

Estimated Completion Date: Part 1 and 2 all Phases

June 30, 2001

Estimated Completion; Post Implementation Support

June 30, 2004

COMPENSTION AND PAYMENT SCHEDULE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Compensation and Payment Schedule for this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 1 to Lange Group.

The Best and Final Offer Request letter amends Special Provisions in the RFP and is included in this contract by reference.



STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
PO BOX 119
HONOLULU, HAWAII 96810-0119

November 1, 1999

Ms. Nani Lindsey
THE LANGE GROUP
1100 Ward Avenue, Suite 1050
Honolulu, Hawaii 96814

Facsimile: (808) 599-5264

Dear Ms. Lindsey:

Re: RFP ICS-FY-99-052, PART 1

Please submit a Best and Final Offer to the Information and Communication Services Division, attention Barbara Tom by 10:00 a. m. on November 15, 1999, based on the following additional required information of the original RFP. In your best and final, indicate your agreement or elaborate on how you plan to achieve the results desired.

1. ICSD recently installed the RS/6000 SP2 system. Leverage this recent acquisition to meet the requirements of Section 3.8 of RFP No. ICS-FY-99-052.
2. Price schedule is to be based on an amendment to Section 3.10, IMPLEMENTATION PLAN, paragraph 1, to state:

"The minimum expected to be completed in the initial contract period for Part 1 consists of phases determined as Phase 1 (tasks 1-3), Phase 2 (tasks 4-5), Phase 3 (tasks 6-7), Phase 4 (tasks 8-9), Phase 5 (task 10), and Phase 6 (task 11) will be contracted based upon available funding. Part 2 (task 12) will also be awarded and contracted based on availability of funding. Any remaining work shall then be contracted as supplemental agreements for phases based on available funding."

Please provide your pricing based on the above changes.

3. The RFP is further amended to replace Appendix B, Page B-1 (Final May 3, 1999), to correct the TERM OF CONTRACT, sentence one to state:

"Term of contract shall be initially, and subsequently, for a period agreed upon by the contractor and the Bureau of Conveyances (BOC) to complete the work required for all phases contracted."

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Appendix B, Page B-1 (Final May 3, 1999), METHOD OF AWARD, is also amended by adding:

"Award to be based on substantive evaluation by the Project Review Committee. Execution of Contract and Notice to Proceed will be in the manner provided for in the implementation phases. However, Notice to Proceed may be accelerated but not necessarily in the sequence described in Section 3.10 as amended."

Will this pose a problem for you?

4. Immediate and timely remediation of the new system is critical to our public servicing requirements. Programming and technical assistance located in Honolulu supports this need. Please provide a detailed schedule of post implementation charges to ensure reliable on-site response and long term support. Charges should also reflect hardware and software support that includes but is not limited to license fees, maintenance and support fees, and any recurring charges anticipated.
5. Parallel testing of the new system will be conducted with no interruptions to operations. How will this be accomplished and will parallel testing involve the entire BOC staff?
6. The RFP calls for the migration of the current LCATS (Land Court Automated Title System) information to the BCIS. Based on the above, please elaborate on how your solution accommodates and supports this requirement.
7. Remote sites on the neighbor islands are to be fully functional. Please elaborate on your proposal, specifically equipment, communication options, hardware and software configuration requirements. Also identify potential restrictions that may be encountered. Site selections limited to Oahu (Honolulu), Kauai (Lihue), Maui (Wailuku), and Hawaii (Hilo and Kona).
8. Internet access poses security problems. Please identify the security levels included in your proposal and the problems they address. Is there a security "master" to identify different security options?

Should you have any questions, contact Barbara Tom, Planning and Project Management Officer, at (808) 586-1920.

Sincerely,



Lester M. Nakamura, Administrator
Information and communication
Services Division

SPECIAL CONDITIONS

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Special Conditions for this contract is titled Appendix B Special Provisions in the RFP and are attached for information as overrides to General Conditions (also attached).

The Best and Final Offer Request letter to Lange Group for Part 1 amends Special Provisions in the RFP and is included in this contract by reference and is attached.

SPECIAL PROVISIONS

The Special Provisions is included in this appendix as a separate document.

SCOPE OF WORK

This RFP solicits offers to provide services to develop and implement a replacement Land Court and Regular Automated Tracking system for the Bureau of Conveyances (BOC's) multiple existing systems. The new system will meet all process, function, data, security, and other technical requirements of the BOC, and offerors shall propose a packaged solution for effective automation of the BOC as well as services required to modify, test, convert, and implement a replacement system for the BOC

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the Packaged System Life Cycle, including External and Internal Specifications and Programming for all customization of packaged software that may be necessary and to complete the Test, Conversion, and Implementation phases and documents (or a pre-approved contractor methodology and its tasks/activities and documentation).

All proposed work shall be in accordance with these Special Provisions, specifications, and the General Terms and Conditions, included by reference and made a part hereof. Copies of the General Terms and Conditions are contained in Appendix C of this RFP.

TERM OF CONTRACT

Term of contract shall be initially for a nine months period, beginning approximately August 2, 1999 and ending March 31, 2000. Subsequent Supplemental Agreements may be executed for Phase 2, and post implementation support, with final completion of all work and termination of the contract and all Supplemental Agreements, including post implementation support, by December 31, 2004. The project/contract, or any of its supplemental agreements, may be extended by mutual agreement for additional mutually agreed periods of one (1) year, up to three such extensions.

BID PREPARATION

Offeror must submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the offer is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

METHOD OF AWARD

Prior to Awarding Contract, the State will require verification of the following insurance coverages:

- Workers Compensation
- Temporary Disability
- Unemployment Insurance

APPENDIX B

Prepaid Health Insurance
Liability Insurance (See Provision below)

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

For the fiscal year period August 2, 1999 to March 31, 2000, the State agrees to pay the Contractor for satisfactory completion of work for Phase 1, which minimally is expected to include Tasks 1-6. The initial contract amount is dependent upon the proposal/solution selected by the BOC and awarded.

The remainder of the work, i.e. Phase 2, Tasks 7-11, shall not be performed by the Contractor and the State will not be required to pay for such work unless and until funds are available. Therefore, if and when funds become available, the State and the Contractor will execute supplemental agreement(s) to this contract covering the remainder of the work for a which Contractor shall be paid at the rate accepted by the State, contingent upon availability of funds. Therefore, in the event that funds for Phase 2 are not appropriated and allotted in future fiscal years, this agreement will terminate with no further liability or obligation by the Contractor or by the State.

Part 2, Task 12 may be proposed and awarded separately.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS & CONDITIONS

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms & Conditions Not Applicable. This solicitation is a Request for Proposals. Sections 2.11 and 2.14 of the General Terms & Conditions, which apply specifically to the Request for Proposals method of source selection, are not applicable to Invitations for Bids. Also sections 2.10 and 2.13, which apply specifically to the Invitation for Bids method of source selection, are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work as

specified.

WORK PROGRESS

In the event the Contractor anticipates or encounters any difficulties with regard to targeted completion dates or any requirement of the contract, the Contractor shall, in writing, immediately notify the ICSD Procurement Officer, providing all pertinent details which will be for informational purposes only. Receipt of such notification by the ICSD Procurement Officer shall not constitute any expressed or implied agreement of modification to the contract.

CUTTING AND FITTING

No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DLNR. Further, this work may require compliance to Chapter 104, Hawaii Revised Statutes, titled Wages and Hours of Employees on Public Works (see provision for Rate of Wages & Wage Certificate below).

BUILDING REPAIRS

The Contractor shall be liable and responsible for any building repairs required by reason of Contractor's work and caused by Contractor's employees. Any required repairs of any kind shall be made at the cost of the Contractor. The Contractor shall take the necessary precautions to protect the building areas adjacent to Contractor's work.

ACCESS AND AUTHORITY

The work shall be available for inspection, at any time, by the department or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced with those called for in the specifications.

The department's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their judgment, the materials furnished or the work being done is not in strict accordance with the Specifications herein, or until any objectionable person or material is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract. Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra compensation shall be allowed the Contractor by reason of such stoppage or suspension. The State shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the State before executing the Contractor's rights hereunder.

CLEAR AWAY

Throughout the progress of work under this contract, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor and leave the work areas in a "broom clean" condition on a daily basis. At the completion of its work, the Contractor shall leave the premises in a clean and finished condition.

LIABILITY INSURANCE

APPENDIX B

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

Coverage

Commercial General Liability
(occurrence form)

Limits

\$300,000 combined single limit
per occurrence for bodily
injury and property damage

Each liability insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect or willful misconduct connected with this contract.

INVOICING

Contractor shall send an original and three (3) copies of the invoice(s) to:

Department of Land and Natural Resources
Bureau Of Converyances
1151 Punchbowl Street, Rom 120
Honolulu, Hawaii 96813

Attention: Mr. Carl Watanabe
Telephone: (808) 587-0120

RATE OF WAGES & WAGE CERTIFICATE

- a. Section 103-55, HRS. Refer to the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection b below).

- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with Attachment A to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.

ATTACHMENTS

APPENDIX B

ATTACHMENT A

REQUIREMENTS OF CHAPTER 104, HRS WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

APPENDIX B

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the contractor and the subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the purchasing agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the purchasing agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the purchasing agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the purchasing agency for any excess costs occasioned thereby.

WAGE CERTIFICATE

(For Service Contracts)

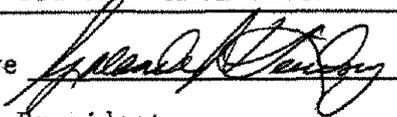
Subject: IFB/RFP No.: ICS-FY-99-52
Title of IFB/RFP: Services to Develop and Implement
a Replacement Land Court and Regular Automated
Tracking System, Dept. of Land & Natural Resources
(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Unique Computer Systems, Inc.
Offeror dba THE LANGE GROUP
Signature 
Title President
Date January 26, 2000

The following provision is a general condition for this Agreement:

If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws, 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, continued, or extended by the State.

Form AG-GC(1/99)

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant UNIQUE COMPUTER SYSTEMS, INC.
 Address 1100 Ward Avenue, Suite 1050
 City/State/Zip Code Honolulu, Hawaii 96814
 DBA/Trade Name THE LANGE GROUP

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 1 9 3 8 0 6
 FEDERAL EMPLOYER ID # 9 9 0 2 0 6 1 2 3
 SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION S CORPORATION TAX EXEMPT ORGANIZATION
 INDIVIDUAL PARTNERSHIP ESTATE TRUST
 LIMITED LIABILITY COMPANY LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * LIQUOR LICENSE *
 REAL ESTATE LICENSE CONTRACTOR LICENSE BULK SALES
 FINANCIAL CLOSING PROGRESS PAYMENT PERSONAL
 HAWAII STATE RESIDENCY FEDERAL CONTRACT LOAN
 SUBCONTRACT OTHER _____

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK

5. NO. OF CERTIFIED COPIES REQUESTED:

5

6. SIGNATURE:

Yolanda H. Lindsey
 PRINT NAME
Yolanda H. Lindsey
 SIGNATURE

President
 PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1-26-00 (808) 545 - 1822 (808) 599 - 5264
 DATE TELEPHONE FAX

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
 IF APPLICABLE
02/17/1981

HAWAII RETURNS FILED
 IF APPLICABLE
 19____ 19____ 19____

STATE APPROVAL STAMP

State of Hawaii
APPROVED
[Signature]
 JAN 26 2000
 per *[Signature]*
 Department of Taxation

INTERNAL REVENUE SERVICE
APPROVED
99-00379
 JAN 26 2000
 per *[Signature]*
 Pacific-Northwest District

CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

The Lange Group

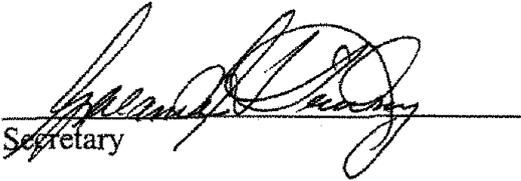
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION

I, Yolanda H. Lindsey, Secretary of Unique Computer Systems, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting held on the twenty first day of January, 2000 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President is hereby authorized to execute on behalf of the Corporation, any bid, proposal, or contract for software and consulting services to be performed by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this twenty six day of January, 2000.


Secretary

SEAL

100511