

BOC

Carl,
Please review the
draft Supplement 3.

Thanks,
Karen

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 3
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 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, ~~X⁹~~ 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.