

BID RECEIPT
Requests for Proposal

2 Boxes

DATE: May 28, 19 99

RECEIVED FROM: The Range Group

for RFP NO. ICS-FY-99 - 052.

TIME STAMP

By J. Kennedy Chock

RECEIVED
DAGS
ICS DIVISION

MAY 28 9 52 AM '99

300893

BID RECEIPT
Requests for Proposal

DATE: May 27, 1999

RECEIVED FROM: P.F.A. Inc

for RFP NO. ICS-FY-99 - 052.

T I M E S T A M P

DACS
ICS DIVISION

MAY 27 1 39 PM '99

RECEIVED

By J. Anthony Chock

300895

BID RECEIPT
Requests for Proposal

DATE: May 28, 1999

RECEIVED FROM: The Main Line Corporation

for RFP NO. ICS-FY-99 - 052.

DAGS
IOS DIVISION

MAY 28 8 54 AM '99

RECEIVED

T I M E S T A M P

By Johann J. Check

300896

BID RECEIPT

Requests for Proposal

DATE: May 28, 1999

RECEIVED FROM: The Mann Lane Corporation

for RFP NO. ICS-FY-99 - 052.

RECEIVED
MAY 28 1999
10:00 AM
FBI - NEW YORK

T I M E S T A M P

By John J. Chack

300897



FAX

To: 808-586-1922	From: Carol Santamarina	
Barbara Tom Data Processing Systems Mgr ICSD - Room B10	The Main Line Corporation 1150 S. U.S. Hwy One Suite 102 Jupiter, FL 33477	Date: 5/28/99 8:51 AM Number of Pages: 51 Phone: 561-747-7163 Fax: 561-747-0354 mainline@gate.net

Remarks:

TO: Barbara Tom
DATE: 5/28/99 8:51 AM EDT

The following FAX is in reference to RFP-99-ICS-052. This FAX contains portions of Main Line's Proposal including:

Required address information
Cover Sheet
Table of Contents
Proposal/Transmittal Letter
Executive Summary
Network Diagram
Cost Proposal/Pricing (PART 1 and PART 2)
Hardware/Software Specifications.

One (1) original and seven (7) copies of our complete Proposal are enroute to Honolulu via Delta Air Cargo, and will be delivered by courier to your office before 4:30 pm HST, May, 28, 1999. I will call later today to confirm your receipt of this FAX. If necessary, I can FAX the entire proposal.

THANK YOU for your cooperation!

300898

Delta Air Cargo

PBI 510 006-181 1100 3029

To: Consignee
 2/ STATE OF HAWAII
 Credit Card / Account Number
DEPT OF ACCTS & GEN
SERVICES, T.C.S.D.
 Address
1151 PUNCHBOWL ST ROOM 310
 City State Zip Code
HONOLULU HAWAII 96813
 Telephone
(808) 586-1920

Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.

Signature: [Signature] Printed Name: W. TAMM
Signature of Shipper, Receiver and Initial Applicant, Below

This shipment does not contain dangerous goods regulated in air transport. This shipment does contain dangerous goods regulated in air transport.

Origin City Code

DASH (Prepaid Only) 0-50 lbs Rate A
51-70 lbs Rate B
AC3 SPAC
1 800 636-7333

Delta Priority First Freight

Delta Priority Second Day

Delta Priority Third Day

From: Shipper/Company
 4/ MAUI LINK CORP
 Address
1150 So. US Hwy 1
 City State Zip Code
JUPITER FL 33477
 Telephone
(561) 747-7163

Executed On
5/28/99 6:30A PBI FTG 510
 (Date) (Time) At (Place) Signature of Issuing Carrier or its Agent

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Final Destination Via Delta Connection Carrier
 EV HQ OH OO

Transportation Prepaid Collect Split Payment

Other Charges Prepaid Collect

Cash Check Cargo Billing PTA GBL Clear Company Expiration Date

Pick Up Charges Zone B: 4125 Delivery Charges Zone C: 4125

Declared Value For Carriage	Destination	Flight / Date
1/ \$20.00	Final: <u>HNL</u>	<u>17/28MA</u>
Airport of Departure	Via: <u>PBI</u>	Via: <u>1055/28MA</u>
1/ <u>PBI</u>		

DELTA DELTA CONNECTION On-Line shipment

Received in good order and condition on:
5/28/99 [Signature] Tamm B.
 (Date) (Time) At (Place)

Signature of Consignee or his Agent: _____ Printed Name: _____

Advance Charge Description K.L.

Other Charges / Description F.

Prepaid Weight Charge 4125

Handling Information
 9/ DELIVER BY 4:30 PM

Third Party Accounting Information
 3/

No. of Pieces Rep.	Gross Weight	Lb	Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
<u>2</u>	<u>40</u>		<u>ok</u>	<u>40</u>	<u>158.00</u>	<u>6320</u>	<u>BOOKS / PAPER</u>
	<u>17/28</u>		<u>ok</u>				
	<u>C-3</u>						

Valuation Charge

Tax

Total Other Charges Due Agent

Total Other Charges Due Carrier

G. **COD** → Domestic **USD**

Total Prepaid 6320 Total Collected 6320

300899

BID RECEIPT

Requests for Proposal

DATE: May 28, 1999

RECEIVED FROM: American Cadastre, Inc

for RFP NO. ICS-FY-99-052.

DAGS
ICS DIVISION

MAY 28 9 45 AM '99

RECEIVED

T I M E S T A M P

By Jolene Z Chock

300900

BID RECEIPT

Requests for Proposal

DATE: May 27, 1999

RECEIVED FROM: Title Guaranty of Hawaii Inc

for RFP NO. ICS-FY-99-052.

DAGS
ICS DIVISION

MAY 27 2 28 PM '99

RECEIVED

T I M E S T A M P

By J. Lynn J. Chock

300901

BID RECEIPT
Requests for Proposal

DATE: 5/27, 1999

RECEIVED

May 27 11 46 AM '99

RECEIVED FROM:

DAGS
ICS DIVISION

First Hawaii Title Corporation

for RFP NO. ICS-FY-99 - 0521

T I M E S T A M P

By

[Signature]

300902

Origin: HONOLULU
 Account: ACCOUNTING & GENERAL SER
 Order Number: X3782 069 576 8304

Shipper certifies that the particulars on the face hereof are correct and that no part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.

Address: 151 WINDYBOWL ST (Rm B1)
 City: HONOLULU, HAWAII
 State: HI Zip Code: 96813

Signature: [Signature]
 Signature of Shipper Above and Initial Applicable Box Below

Phone: 208 586-1920

This shipment does not contain dangerous goods regulated in air transport. This shipment does contain dangerous goods regulated in air transport.

Company: MAIN LIN CORP.

Executed On: JUN 99 1210
 Signature of Issuing Carrier or its Agent: [Signature]

Address: 150 S. US Hwy One
 City: Jupiter FL
 State: FL Zip Code: 33477

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Phone: 561 947-7163

Received in good order and condition on:
 Signature of Consignee or his Agent: [Signature]
 Printed Name: Asakura

Declared Value or Carriage	Destination	Flight / Date
[Initials]	HNL	219/9
Point of Departure	Via SFO	739/9
[Initials]	Via BFW	172/9

DELTA DELTA CONNECTION
 DELTA DELTA CONNECTION

Handling Information: AITN BARBARA 10W

Accounting Information: NOISIAIO ISO DAGS

Class of Ship.	Gross Weight	Lb	Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (Incl. Dimensions or Volume)
D	21.8	21.8	PAPERS DOCU.	21.8			JUN 8 8 45 AM '99
	29.7	29.7					RECEIVED
	C-3						Recorded LOCATOR
	RICHARD						

Origin City Code: [Blank]
 DASH (Prepaid Only)
 0-60 lbs Rate A
 51-70 lbs Rate B
 ACP SPAC
 1-800-633-7333

Delta Priority First Freight

Delta Priority Second Day

Delta Priority Third Day

Final Destination Via Delta Connection Carrier
 EV HQ OH OO

Transportation: Prepaid Collect
 Other Charges: Prepaid Collect
 Split Payment

Cash Check:
 Cargo Billing:
 PTA GBL Credit Card Company: Expiration Date:

Pick Up Charges: Zone B
 Delivery Charges: Zone C \$35.25

Advance Charge Description: K.L.

Other Charges / Description: F

Prepaid: \$79.00
 Valuation Charge: \$2.25

Total Other Charges: \$2.25

Total Other Charges: \$35.25

G. COD USD

Total Prepaid: \$116.00

To: Consignee
I.C.S.D State of Hawaii
 Room B-10
 Address: **1151 Punchbowl St.**
 City: **Honolulu, HI** Zip Code: **96813**
 Telephone: **808-586-1920**
 From Shipper/Company: **The Mow Line Corp.**

Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.

Signature: *[Signature]* Printed Name: *[Name]*
 Signature of Shipper Above and Initial Applicable Box Below.
 This shipment does not contain dangerous goods regulated in air transport. This shipment does contain dangerous goods regulated in air transport.

Executed On: **8/5/99** **PBI** **1040 T. Perry**
 (Date) (Time) At (Place) Signature of Issuing Carrier or its Agent

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Received in good order and condition on:
8/6 1359 (7)
 (Date) (Time) At (Place)
Mania L. Jost *Mania Sugar*
 Signature of Consignee or his Agent Printed Name:

Address: **1150 U.S. Hwy I S**
 City: **Jupiter, FL** Zip Code: **33477**
 Telephone: **561-747-7163**

Ordered Weight	Destination	Flight / Date
750	Final PHIL	259/5
	Via SPBN	1689/5
	Via DEW	712/5

Point of Departure: **PBI**

Handling Information: **ATTN: Mrs. Barbara Tom**

Third Party Accounting Information

No of Pieces Rep.	Gross Weight	Lb	Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (Incl. Dimensions or Volume)
1	1		8550	203/5		287.869	Comp. Equip.

Origin City Code

DASH (Prepaid Only) 0-50 lbs Rate A, 51-70 lbs Rate B, ACI SPAC, 1-800-638-7333

Delta Priority First Freight

Delta Priority Second Day

Delta Priority Third Day

Final Destination Via Delta Connection Carrier
 EV HQ OH OO

Transportation: Prepaid, Collect
 Other Charges: Prepaid, Collect

Cash Check Cargo Billing
 PTA GBL Credit Card Company Expiration Date

Pick Up Charges Zone B:
 Delivery Charges Zone C: **45.25**

Advance Charge Description: **K.L.**

Other Charges / Description: **F.**

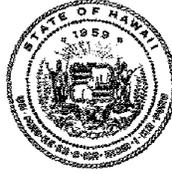
Prepaid: **79.00**
 Valuation Charge: **2.35**
 Total Other Charge Due Agent
 Total Other Charges Due Carrier

G. **COD** Currency **USD**

Total Prepaid: **81.35**
 Total Collect: **126.60**

300904

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

INFORMATION AND COMMUNICATION SERVICES DIVISION
FACSIMILE TRANSMISSION NOTE

DATE:

TIME:

PAGES:

5/21/99

~~22~~ 23

(INCLUDING THIS PAGE)

FACSIMILE TO:

Don Wilder
Unisys
Fax: 949-465-2512

FACSIMILE FROM:

Karen Higa
Ph: 808-586-1920
Fax: 808-586-1922

COMMENTS

Re: RFP No. ICS-FY-99-052
General Terms and Conditions

TRANSMITTED FROM: XEROX 7021
FACSIMILE PHONE NUMBER: (808) 586-1922
TO VERIFY RECEIPT OR PROBLEM, CALL: (808) 586-1920

300905

Karen M Higa

10/19/01 06:41 AM

To: Barbara L Tom/DAGS/StateHiUS@StateHiUS
cc: JoAnn Y Chock/DAGS/StateHiUS@StateHiUS
Subject: BOC

Barbara,

For your info - I prepared a draft of Supplement No. 3 for Part 4, Support Services. We sent the draft to Carl for his review. Per Carl, Part D will not be done under this contract. They will pay for the support as part of their regular R & M.

The draft is filed in the contract folder.

Thanks.
Karen

300906

BENJAMIN J. CAYETANO
GOVERNOR



WAYNE H. KIMURA
COMPTROLLER

MARY ALICE EVANS
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES

P.O. BOX 119
HONOLULU, HAWAII 96810-0119

TRANSMITTAL FORM

June 8, 2001

TO: The Honorable Earl I. Anzai, Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator *ll*
Information and Communication Services Division

SUBJECT: Supplemental Agreement No. 2 to Agreement No. ICS-FY-99-52 with The
Lange Group for the BOC Integrated System

ORIGINAL(S)	DATE	DESCRIPTION
2	6/1/01	Supplement No. 2

TRANSMITTED FOR:

Review and comments Your information
 Approval as to Form Per your request
 See remarks below

Please call Karen Higa at ext. 6-1920 if you have any questions.

Attachments

REMARKS:

*approved as to form, SUBJECT,
However, to proper execution
by the Comptroller*

ll
6/13/2001

300907

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

December 27, 2000

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

Dear Ms. Lindsey:

SUBJECT: 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 Supplemental Agreement Number 1 to
ICS-FY-99-52, Part 1 for your file.

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

Sincerely,

Lester M. Nakamura
Administrator

Enclosures

300908

BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII



CARL T. WATANABE
ACTING REGISTRAR OF CONVEYANCES

RECEIVED

APR 25 11:00 AM '01

TELEPHONE (808) 587-0120

FAX (808) 587-0136

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES

P. O. BOX 2867

HONOLULU HAWAII 96803

OAGS
ICS DIVISION

MEMORANDUM

Date: April 25, 2001
To: Barbara Tom *lwt*
Fr: Carl Watanabe
Re: RFP-ICS-FY-99-052, Third Phase Contract

Thanks for checking into the need for Governor's approval on this last portion of our contract.

Would appreciate your assistance to start the paperwork to fund "C" so we can encumber funds before the end of this fiscal year. Phase "C" requires \$262,854.08.

Should you have any questions, please feel free to contact me.

300900

CONTRACT AWARD PROPOSAL

	Task Timetable	Payment Schedule			Due	Contract by 6/2000	Contract 7/1/2000	Contract 11/2000	
		%	Amount						
Task 1 Implement BOC Network	2/1/00 to 4/15/00	10	\$ 23,051.93	2/15					
		56	\$ 135,315.18	3/15					
		17	\$ 40,837.24	3/15					
		17	\$ 41,577.86	4/15	\$ 240,782.21	\$ 240,782.21			
Task 2 BCIS Requirement Verification	2/1/00 to 2/26/00	100	\$ 48,458.02	2/29	\$ 48,458.02	\$ 48,458.02			
Task 3 Replace REG and LC System	2/1/00 to 11/30/00	65	\$ 326,223.28	3/31		\$ 326,223.28			
		8	\$ 38,339.34	5/30		\$ 38,339.34			
		9	\$ 43,541.39	5/30		\$ 43,541.39			
		4	\$ 21,979.02	7/30			\$ 21,979.02		
		9	\$ 45,833.04	9/30			\$ 45,833.04		
		5	\$ 27,603.99	11/30	\$ 503,520.06		\$ -	\$ 27,603.99	
Task 4 Imaging Capability - BOC	2/1/00 to 6/30/00	9	\$ 44,458.06	4/30					
		52	\$ 285,034.44	4/30					
		8	\$ 38,299.79	5/30					
		15	\$ 70,653.73	6/30					
		17	\$ 80,784.93	6/30	\$ 519,230.95	\$ 519,230.95			
Task 5 Imaging Capability - BCIS	2/1/00 to 7/30/00	55	\$ 44,739.33	7/30					
		45	\$ 36,353.93	7/30	\$ 81,093.26	\$ 81,093.26	\$ -		
Task 7 Remote Access-Image Data	2/1/00 to 10/31/00								"D"
(7b) Deliver Requirements Doc		38	\$ 17,945.73	8/31					
(7b) Completion of Prgms & Trng		31	\$ 14,449.91	8/31					12/1/00 - 2/1/01
(7) Completion of Prgms & Trng		31	\$ 14,771.80	10/31	\$ 47,167.44	\$ -	\$ 47,167.44		SUPPORT
									\$ 146,818.88
Task 10 Data Remediation	2/1/00 to 9/30/00	18	\$ 3,999.97	8/15					
		49	\$ 10,583.27	9/30					
		33	\$ 7,083.29	9/30	\$ 21,666.53		\$ 21,666.53		
Subtotal Tasks 1-5, 7 & 10					\$ 1,461,918.47	\$ 1,297,668.45	\$ 136,646.03		
Task 6 Enable Remote - Text Data	8/1/00 to 8/31/00	100	\$ 77,393.92				\$ 77,393.92	\$ -	
Task 8 Public Access - Text Data	10/1/00 to 12/31/00	100	\$ 139,472.55				\$ -	\$ 139,472.55	
Task 9 Public Access - Image Data	1/1/00 to 12/31/00	100	\$ 62,027.76					\$ 62,027.76	
Task 11 GIS Study	2/1/00 to 12/31/00	100	\$ 33,749.78		\$ 312,644.01			\$ 33,749.78	
TOTAL Tasks 1-11					\$ 1,774,562.48				
Task 12 (1-5 years)	Title Guaranty					\$ 200,000.00			
Task 12 (6-10 years)	Title Guaranty						\$ 200,000.00	\$ -	
						\$ 1,497,668.45	\$ 414,039.95	\$ 262,854.08	
Post Implementation Support - 1st							\$ -	\$ -	\$ 69,577.89
TOTAL BID Tasks 1-12					\$ 2,174,562.48				
Post Implementation Support - 2nd								\$ -	\$ 77,240.99
CONTRACT AWARDS BY 6/00	"A"					\$ 1,497,668.45			
CONTRACT AWARDS 7/00	"B"						\$ 414,039.95		
CONTRACT AWARD 11/00	"C"							\$ 262,854.08	
TOTAL OF CONTRACTS									\$ 2,174,562.48

Amended Contract Award: January 11, 2000

300910



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII – Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618
Fax: (808) 586-1372

LINDA LINGLE
GOVERNOR OF HAWAII

MARK J. BENNETT
ATTORNEY GENERAL

RICHARD T. BISSEN
FIRST DEPUTY ATTORNEY GENERAL

July 10, 2003

TRANSMITTAL LETTER:

TO: LESTER M. NAKAMURA, Administrator
Information and Communication Services Division

FROM: DIANE ERICKSON, Deputy Attorney General

RE: Supplemental Agreement No. 6 with The Lange Group to Extend the Bureau of Conveyances Contract Another 6 Months Resulting from ICS-FY-99-52

<u>AMOUNT</u>	<u>ORIGINAL</u>	<u>DESCRIPTION</u>
2	✓	Supplemental Agreement No. 6 to Agreement No. ICS-FY-99-52 (Unique Computer Systems, Inc. dba The Lange Group)

TRANSMITTED FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Your Information & Files | <input type="checkbox"/> Your Approval | <input type="checkbox"/> Per Our Conversation |
| <input type="checkbox"/> Your Signature & Return | <input type="checkbox"/> Your Appropriate Action | <input checked="" type="checkbox"/> Per Your Request |
| <input type="checkbox"/> Your Signature & Forwarding
As Indicated Below | <input type="checkbox"/> Your Review & Comment | <input checked="" type="checkbox"/> See Remarks Below |

REMARKS:

Q – is this the last extension?

RECEIVED
 JUL 11 4 31 PM '03
 DAGS
 ICS DIVISION

300911



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII – Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618

Fax: (808) 586-1372

LINDA LINGLE
GOVERNOR OF HAWAII

MARK J. BENNETT
ATTORNEY GENERAL

RICHARD T. BISSEN
FIRST DEPUTY ATTORNEY GENERAL

June 17, 2003

TRANSMITTAL LETTER:

TO: LESTER M. NAKAMURA, Administrator
Information and Communication Services Division

FROM: Maile Cervantes, Legal Clerk to
DIANE ERICKSON, Deputy Attorney General

RE: Contract No. ICS-FY-99-52, Supplemental Agreement No. 6

<u>AMOUNT</u>	<u>ORIGINALS</u>	<u>DESCRIPTION</u>
1	✓	Supplemental Agreement #6 for Contract No. ICS-FY-99-52 between the Department of Accounting and General Services and Unique Computer Systems, Inc. dba The Lange Group (Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii)

TRANSMITTED FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Your Information & Files | <input type="checkbox"/> Your Approval | <input type="checkbox"/> Per Our Conversation |
| <input type="checkbox"/> Your Signature & Return | <input type="checkbox"/> Your Appropriate Action | <input checked="" type="checkbox"/> Per Your Request |
| <input type="checkbox"/> Your Signature & Forwarding
As Indicated Below | <input type="checkbox"/> Your Review & Comment | <input checked="" type="checkbox"/> See Remarks Below |

REMARKS:

As drafted, there is no price increase. Ok to send to contractor for execution. Thank you.

300912



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII - Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618

Fax: (808) 586-1372

LINDA LINGLE
GOVERNOR OF HAWAII

MARK J. BENNETT
ATTORNEY GENERAL

RICHARD T. BISSEN, JR.
FIRST DEPUTY ATTORNEY GENERAL

January 13, 2003

TRANSMITTAL LETTER

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

ATTN: Barbara Tom

FROM: Johnna Bukoski 
Legal Secretary to Diane Erickson

RE: Supplemental Agreement No. 5 to ICS-FY-99-52 with The Lange Group

<u>AMOUNT</u>	<u>ORIGINAL</u>	<u>COPY</u>	<u>DESCRIPTION</u>
2	✓		State of Hawaii Supplemental Agreement No. 5 to Agreement ICS-FY-99-52 between DAGS and Unique Computer Systems, Inc. dba The Lange Group (Extension of the Bureau of Conveyances Contract Another 6 months resulting from ICS-FY-99-52)

TRANSMITTED FOR:

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

REMARKS:

We are returning the above referenced supplemental agreement to your office, approved as to form. Will this be the last extension? Please make the proper change regarding the signature line for the Comptroller. Comptroller should be Russ K. Saito.



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII - Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618

Fax: (808) 586-1372

LINDA C. LINGLE
GOVERNOR OF HAWAII

THOMAS R. KELLER
ACTING ATTORNEY GENERAL

THOMAS R. KELLER
FIRST DEPUTY ATTORNEY GENERAL

December 2, 2002

TRANSMITTAL LETTER

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

ATTN: Barbara Tom

FROM: Johnna Bukoski *Johnna Bukoski*
Legal Secretary for Diane Erickson

RE: Supplemental Agreement No. 5 to ICS-FY-99-52 with The Lange Group

ICS DIVISION
DAGS

DEC 4 10 17 AM '02

RECEIVED

<u>AMOUNT</u>	<u>ORIGINAL</u>	<u>COPY</u>	<u>DESCRIPTION</u>
1	✓		State of Hawaii Supplemental Agreement No. 5 to Agreement ICS-FY-99-52 between DAGS and Unique Computer Systems, Inc. dba The Lange Group (Extension of the Bureau of Conveyances Contract Another 6 months resulting from ICS-FY-99-52)

TRANSMITTED FOR:

Your Information & Files Your Approval Per Our Conversation
 Your Signature & Return Your Appropriate Action Per Your Request
 Your Signature & Forwarding Your Review & Comments See Remarks
As Indicated Below

REMARKS:

We are returning the above referenced supplemental agreement to your office for further action. It appears to be in order and ready to forward to the contractor for execution.

k-icsd.trn/27

300914

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: Barbara Tom

FROM: Marian Baleta *[Signature]*
Legal Clerk to Diane Erickson

DATE: June 5, 2002

RE: Supplemental Agreement #4 with The Lange Group to Extend the Bureau of
Conveyances Contract Resulting from ICS-FY-99-52

ORIGINAL	COPY	DATE	DESCRIPTION
2		May 29, 2002	Supplemental Agreement No. 4 executed by Lange Group

TRANSMITTED FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Your Information & Files | <input type="checkbox"/> Your Approval | <input type="checkbox"/> Per our Conversation |
| <input type="checkbox"/> Filing | <input type="checkbox"/> Your Appropriate Action | <input checked="" type="checkbox"/> Per your Request |
| <input type="checkbox"/> Your Signature & Forwarding
As Indicated Below | <input type="checkbox"/> Your Review & Comments | <input checked="" type="checkbox"/> See Remarks Below |

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

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

300915

ACTION LOG FROM PMO

TO: _____ DATE: _____

FROM: BARBARA TOM

Please:

- _____ Circulate & Initial
- _____ See Me
- _____ Take Action
- _____ Draft Reply
- _____ Review & Comment
- _____ Finalize/Xerox
- _____ Distribute/Notify Staff
- _____ Return to: _____

For Your:

- _____ Approval
- _____ Signature
- _____ Information
- _____ Files

Comments: _____

↑
Slender

Did we follow up on
this question from Dave?
Where is the source of
funds acquired?

Yes
Lynn for a check

Mark
J-

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

RECEIVED
MAY 10 3 00 PM '02
DAGS
ICS DIVISION

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

ATTN: Barbara Tom

FROM: Marian Balete *[Signature]*
Legal Clerk to Diane Erickson

DATE: May 10, 2002

RE: Supplemental Agreement No. 4 with The Lange Group to Extend the Bureau of
Conveyances Contract Resulting from ICS-FY-99-52

ORIGINAL	COPY	DATE	DESCRIPTION
1		05/06/02	Draft Supplemental Agreement No. 4 and Supporting Documents

TRANSMITTED FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Your Information & Files | <input type="checkbox"/> Your Approval | <input type="checkbox"/> Per our Conversation |
| <input type="checkbox"/> Filing | <input type="checkbox"/> Your Appropriate Action | <input checked="" type="checkbox"/> Per your Request |
| <input type="checkbox"/> Your Signature & Forwarding
As Indicated Below | <input type="checkbox"/> Your Review & Comments | <input checked="" type="checkbox"/> See Remarks Below |

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

REMARKS: I have a question regarding the source of fund for paying for Part 4. Usually operating moneys are appropriated for one fiscal year and lapses thereafter. Therefore I think you need to check the source of funding for Part 4. Is it really Act 125 SLH 1999 or a more recent Act? DE

300916

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: *MDiane Erickson Jr*
Supervising Deputy Attorney General

DATE: November 26, 2001

RE: Supplemental Agreement No. 3 with The Lange Group to Extend the BOC
Contract

ORIGINAL(S)	DATE	DESCRIPTION
1	12/30/01	Draft Supplement No. 3
1		Supporting Documents Supplement No. 2 Supplement No. 1 Original Agreement

TRANSMITTED FOR:

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

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

REMARKS: Is the extension to give CONTRACTOR time to complete performance with no
increase in price? If so, the Supplemental Agreement appears to be in order.

Yes

DE/mpb

300917

BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII



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
(808) 586-1500
ADMINISTRATION DIVISION
(808) 586-0618

TRANSMITTAL LETTER

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

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

ATTN: Karen Higa

FROM: *fr* Diane Erickson *OH*
Supervising Deputy Attorney General

DATE: June 14, 2001

RE: Supplemental Agreement No. 2 to Agreement No. ICS-FY-99-52 with
The Lange Group for the BOC Integrated System

COPIES	DATE	DESCRIPTION
2 (original)	06/01/01	Supplement No. 2

TRANSMITTED FOR:

<input type="checkbox"/> Your Information & Files	<input type="checkbox"/> Your Approval	<input type="checkbox"/> Per our Conversation
<input type="checkbox"/> Filing	<input type="checkbox"/> Your Appropriate Action	<input checked="" type="checkbox"/> Per your Request
<input type="checkbox"/> Your Signature & Forwarding	<input type="checkbox"/> Your Review & Comments	<input checked="" type="checkbox"/> See Remarks Below

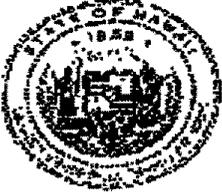
As Indicated Below

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, subject to proper execution by the Comptroller.

DE/mpb

300918



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII - Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618

Fax: (808) 586-1372

BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII

EARL I. ANZAI
ATTORNEY GENERAL

THOMAS R. KELLER
FIRST DEPUTY ATTORNEY GENERAL

May 25, 2001

TRANSMITTAL LETTER

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

ATTN: Karen Higa

FROM: Diane Erickson
Supervising Deputy Attorney General

RE: Agreements Listed Below

- 1) Supplemental Agreement No. 2 to Agreement No. ICS-01-24 (eWorld Enterprise Solutions – **Approved as to form, SUBJECT However to proper execution by the Comptroller**)
- 2) IFB No. ICS-FY-01-62 (Inspection & Corrective Maintenance Services of the Microwave Towers – **Comments noted directly on document**)
- 3) Agreement No. ICS-01-51 (Xerox Corporation – Laser Printer Maintenance – **Approved as to Form SUBJECT, However to proper execution by the Comptroller. Note: Recommend you get statement that seal is not available in Hawaii; however seal appears on the Corporate Certificate.**)
- 4) Supplemental Agreement No. 2 to Agreement No. ICS-FY-99-52 (The Lange Group for the Bureau of Conveyances – **Comments noted directly on draft**)

300919

TRANSMITTAL:

Mr. Lester Nakamura

Attn: Ms. Karen Higa

May 25, 2001

Page 2

- 5) Agreement No. ICS-FY-01-55 – Verizon Hawaii, Inc. for DS-3 Frame Relay –
Comments noted directly on draft).

TRANSMITTED FOR:

<input type="checkbox"/> Your Information & Files	<input type="checkbox"/> Your Approval	<input type="checkbox"/> Per Our Conversation
<input type="checkbox"/> Your Signature & Return	<input checked="" type="checkbox"/> Your Appropriate Action	<input type="checkbox"/> Per Your Request
<input type="checkbox"/> Your Signature & Forwarding As Indicated Below	<input type="checkbox"/> Your Review & Comments	<input checked="" type="checkbox"/> See Remarks Above

Please call me if you have any questions.

MSW.cjia-k.tn/5

300920

BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII



THOMAS R. KELLER
ACTING ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
425 QUEEN STREET
HONOLULU, HAWAII 96813
(808) 586-1500
ADMINISTRATION DIVISION
(808) 586-1255

FAX TRANSMITTAL

DATE: 8/11/99 TIME: _____ PAGES: 8
TOTAL (INCLUDING COVERSHEET) _____

TO: Lester Nakamura
Administrator ICSD FAX NO. 61922

FR: D. Erickson
DEPARTMENT OF ATTORNEY GENERAL FAX NO. (808) 586-1372

RE: American Cadastre Inc "Protest"
Here is a copy of §103D-701 HRS and related Administrative
Rules re protests. §103D-701 may have been amended this year.
I have talked with Ruth Yamaguchi at SPO and she said
she'd work with you on responding to the protest. I will
be happy to review drafts before they're sent to American
Cadastre.

#####

De
8/11/99

ORIGINAL IS BEING MAILED TO YOU: YES/NO

PLEASE CALL WHEN RECEIVED: YES/NO

IF THERE ARE ANY PROBLEMS RECEIVING THIS MESSAGE, PLEASE CONTACT BELOW:

CONTACT PERSON: _____ PHONE: (808) 586-1255

WARNING:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENCY RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THIS OFFICE IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL TO THIS OFFICE AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

300921

8/26/99
Lester Nakamura

103D-501 PUBLIC PROPERTY, CONTRACTING

invitation for bids or request for proposals when the contract is awarded under section 103D-302 or 103D-303. [L Sp 1993, c 8, pt of §2]

PART VI. COST PRINCIPLES

[§103D-601] Cost principles rules required. The policy office shall adopt rules setting forth cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs, provided that if a written determination is approved at a level above the procurement officer, such cost principles may be modified by contract. [L Sp 1993, c 8, pt of §2]

PART VII. LEGAL AND CONTRACTUAL REMEDIES

[§103D-701] Authority to resolve protested solicitations and awards. (a) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the chief procurement officer or the head of a purchasing agency. The protest shall be submitted in writing within five working days after the aggrieved person knows or should have known of the facts giving rise thereto.

(b) The chief procurement officer, the head of a purchasing agency, or a designee of either officer, prior to the commencement of an action in court concerning the controversy, may settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be exercised in accordance with rules adopted by the policy office.

(c) If the protest is not resolved by mutual agreement, the chief procurement officer, the head of a purchasing agency, or designee of either officer shall promptly issue a decision in writing. The decision shall:

- (1) State the reasons for the action taken; and
- (2) Inform the protestor of the protestor's right to review as provided in this part.

(d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision commences an administrative proceeding under section 103D-709.

(f) In the event of a timely protest under subsection (a), no further action shall be taken on the solicitation or the award of the contract until the chief procurement officer, after consultation with the head of the using agency, or the head of the purchasing agency, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the State.

(g) In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees. [L Sp 1993, c 8, pt of §2]

[§103D-702] Authority to debar or suspend. (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the chief procurement officer or the head of a purchasing agency, after consultation with the using agency and the department of the attorney general, may debar a person for

§3-126-1

the contractor. [Eff DEC 15 1995] (Auth: HRS
§§103D-202, 103D-701) (Imp: HRS §103D-701)

§3-126-2 Complaint to procurement officer.

Complainants should seek resolution of their complaints initially with the procurement officer or the office that issued the solicitation. Such complaints shall be made in writing. [Eff DEC 15 1995] (Auth: HRS
§§103D-202, 103D-701) (Imp: §103D-701)

§3-126-3 Filing of protest. (a) Protests shall

be made in writing to the chief procurement officer or the head of a purchasing agency, and shall be filed in duplicate within five working days after the protestor knows or should have known of the facts leading to the filing of a protest. A protest is considered filed when received by the chief procurement officer or the head of a purchasing agency. Protests filed after the five-day period shall not be considered.

(b) Protestors may file a protest on any phase of solicitation or award including, but not limited to, specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the envelope should be labeled "Protest" and either served personally or sent by registered or certified mail, return receipt requested, to the chief procurement officer or head of a purchasing agency. The written protest shall include as a minimum the following:

- (1) The name and address of the protestor;
- (2) Appropriate identification of the procurement, and, if a contract has been awarded, the contract number;
- (3) A statement of reasons for the protest; and
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(d) The notice of protest shall be deemed communicated and filed within forty-eight hours from the time of mailing, if mailed as provided in this paragraph, or communicated and filed when received personally by the chief procurement officer or the head of the purchasing agency.

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(e) The chief procurement officer or the head of a purchasing agency shall submit a copy of the protest to the respective attorney general or corporation counsel within three working days of receipt of the written protest. [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701) (Imp: HRS §103D-701)

§3-126-4 Request for information. Any additional information requested by any of the parties should be submitted within the time periods established by the requesting source in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the chief procurement officer or the head of a purchasing agency may result in resolution of the protest without consideration of any information which is not filed within the established time period.
[Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701)
(Imp: HRS §103D-701)

§3-126-5 Stay of procurements during protest. When a protest has been filed within five working days pursuant to section 3-126-3 and before an award has been made, the chief procurement officer or the head of a purchasing agency shall make no award of the contract until the protest has been settled, unless the chief procurement officer makes a written determination, after consulting with the head of the using agency or the head of the purchasing agency, that the award of the contract without delay is necessary to protect substantial interests of the State.
[Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701)
(Imp: HRS §103D-701)

§3-126-6 Making information on protests available. The chief procurement officer or the head of a purchasing agency shall, upon written request, make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or rules. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front

300925

53-126-6

page of each document that it contains such information. [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701) (Imp: HRS §103D-701)

53-126-7 Decision by the chief procurement officer or the head of a purchasing agency. (a) A decision on a protest shall be made by the chief procurement officer or the head of a purchasing agency as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, those set forth in subsection (b) and subchapter 4.

(b) In addition to any other relief, the chief procurement officer or the head of a purchasing agency shall award the protesting bidder or offeror the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorneys' fees, when a protest is sustained and the protesting bidder or offeror should have been but was not awarded the contract under the solicitation. [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701) (Imp: HRS §103D-701)

53-126-8 Request for reconsideration. (a) Reconsideration of a decision of the chief procurement officer or the head of a purchasing agency may be requested by the protestor, appellant, any interested party who submitted comments during consideration of the protest, or any agency involved in the protest. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modifications is deemed warranted, specifying any errors of law made or information not previously considered.

(b) Requests for reconsideration of a decision of the chief procurement officer or the head of a purchasing agency shall be filed not later than ten working days after receipt of such decision.

(c) A request for reconsideration shall be acted upon as expeditiously as possible. The chief procurement officer or the head of a purchasing agency may uphold the previous decision or reopen the case as such officer deems appropriate.

(d) The decision under subsection (c) shall be final and the protesting bidder or offeror shall be

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informed:

- (1) Whether the protest is denied or sustained; and
 - (2) If the protest is denied, the protestor's right to an administrative proceeding pursuant to subchapter 5.
- (a) The protesting bidder or offeror shall inform the State within five working days after the final decision if an administrative appeal will be filed. An appeal shall be filed within seven calendar days of the determinations under section 3-122-110, this section, or sections 3-126-12 and 3-126-16.
 [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-701)
 (Imp: HRS §103D-701)

§§3-126-9 to 3-126-10 (Reserved).

SUBCHAPTER 2

AUTHORITY TO DEBAR OR SUSPEND

§3-126-11 **Application.** This subchapter applies to the debarment or suspension of persons from consideration for award of contracts imposed by the chief procurement officer or the head of a purchasing agency. [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-702) (Imp: HRS §103D-702)

§3-126-12 **Suspension.** (a) After consultation with the affected using agency, the respective attorney general or corporation counsel, and, where practicable, the contractor or prospective contractor who is to be suspended, and upon written determination by the chief procurement officer or the head of a purchasing agency that probable cause exists for debarment as set forth in section 103D-702, HRS, a contractor or prospective contractor shall be suspended.

(b) A notice of suspension, including a copy of such determination, shall be sent to the suspended contractor or prospective contractor. Such notice shall state that:

- (1) The suspension is for the period it takes to complete an investigation into possible debarment including any appeals of a

§3-126-12

- debarment decision but not for a period in excess of ninety days;
- (2) Bids or proposals will not be solicited from the suspended person, and if they are received, they will not be considered during the period of suspension; and
 - (3) If a hearing has not been held, the suspended person may request a hearing in accordance with section 3-126-14.
- (c) The notice of suspension shall signal the start of the investigation for debarment.
- (d) A contractor or prospective contractor is suspended upon issuance of the notice of suspension. The suspension will remain in effect during any appeals. The suspension may be ended by the officer who issued the notice of suspension, an administrative hearings officer, or by a court, but otherwise shall only be ended when the suspension has been in effect for three months or a debarment decision takes effect. [Eff DEC 15 1995] (Auth: HRS §§103D-202, 103D-702, 103D-709) (Imp: HRS §§103D-702, 103D-709, 103D-710)

§3-126-13 Notice of debarment action. (a)

Written notice of the proposed debarment action shall be sent by certified mail, return receipt requested, to the contractor or prospective contractor. This notice shall:

- (1) State that debarment is being considered;
- (2) Set forth the reasons for the action;
- (3) State that if the contractor or prospective contractor so requests, a hearing will be held, provided such request is received by the chief procurement officer or the head of a purchasing agency within ten calendar days after the contractor or prospective contractor receives notice of the proposed action; and
- (4) State that the contractor or prospective contractor may be represented by counsel.

(b) The notice shall be sent to the respective attorney general or corporation counsel and the affected using agency. The affected using agency is that agency that has used the goods, services, or construction supplied by the contractor. If more than one affected using agency is involved, the chief procurement officer or the head of a purchasing agency may designate one or more representatives to be

300928

1879

BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII



THOMAS R. KELLER
ACTING ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
425 QUEEN STREET
HONOLULU, HAWAII 96813
(808) 586-1500
ADMINISTRATION DIVISION
(808) 586-1255

JUNE 18, 1999

TRANSMITTAL MEMORANDUM

6/17/99 per Wayne
need to revise

Pick up
 U.S. Mail
 State Messenger

TO: Mr. Lester Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Kalanimoku Building
Honolulu, Hawaii 96813

ATTN: Ms. Karen Higa

FROM: Diane Erickson *Diane Erickson*
Deputy Attorney General

RE: MOU between DLNR and DAGS

COPIES	DATE	DESCRIPTION
2 (originals)	undated	1999 Memorandum of Understanding Between the Department of Land and Natural Resources Bureau of Conveyances and the Department of Accounting and General Services Information and Communication Services Division to provide technical services and support

TRANSMITTED FOR:

<input checked="" type="checkbox"/> Your Information & Files	<input type="checkbox"/> Your Approval	<input type="checkbox"/> Per Our Conversation
<input type="checkbox"/> Your Signature & Return	<input checked="" type="checkbox"/> Your Appropriate Action	<input type="checkbox"/> Per Your Request
<input type="checkbox"/> Your Signature & Forwarding As Indicated Below	<input type="checkbox"/> Your Review & Comments	<input checked="" type="checkbox"/> See Remarks Below

PLEASE CALL OUR OFFICE SHOULD YOU HAVE ANY QUESTIONS: 586-1255

REMARKS: Per your request, I am returning the above-referenced MOU without taking any action.

300929

1999

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES**

AND THE

**DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION**

This MEMORANDUM OF UNDERSTANDING (MOU) between the Department of Land and Natural Resources, Bureau of Conveyances (hereinafter "BOC"), State of Hawaii, and the Department of Accounting and General Services, Information and Communication Services Division (hereinafter "ICSD"), State of Hawaii, sets forth an agreement for ICSD to provide technical services and support. This memorandum delineates the responsibilities of BOC and ICSD as it relates to the acquisition, installation, testing, and operation of hardware, software, and technical support for the enhancement of the current Land Court Automated Title System (LCATS), and the regular automated tracking systems operated by the Bureau of Conveyances. The new system is to be called the Bureau of Conveyances Integrated System (BCIS).

The BOC and ICSD agree to the following:

RESPONSIBILITIES OF ICSD

ADMINISTRATION/PPMO

1. Provide assistance in preparation of bid solicitations as needed, and in evaluation and selection of services, hardware, software, or other facilities required by the BCIS within its available resources.

PRODUCTION SERVICES BRANCH

1. Provide the support necessary for the operation of the BCIS within its available resources and hours of operation.
2. Provide the necessary network management support for the BCIS within its available resources and hours of operation.

300930

SYSTEMS SERVICES BRANCH

1. Develop the technical specifications to enhance and upgrade the current LCATS and regular automated tracking systems operated by the BOC, with the participation and assistance of the BOC.
2. Coordinate the testing and verification of hardware and software components necessary to implement, maintain, and expand the BCIS.
3. Provide the necessary systems programming support for the operation of the BCIS within available resources.
4. Provide technical advice and guidance on issues relating to BCIS.

SYSTEMS NETWORKING BRANCH

1. Provide technical guidance and assistance with the installation and operation of communications related requirements.

TECHNICAL SUPPORT SERVICES BRANCH

1. Provide technical guidance and assistance with the installation and operation of local area network and PC related requirements.

PUBLIC INFORMATION ACCESS SECTION

1. Provide technical guidance and assistance with the installation and operation of Internet related requirements.

RESPONSIBILITIES OF BOC

FUNDING

1. Provide funding necessary for BCIS and all contracts for services, hardware, software, or facilities related thereto.
2. Provide funding necessary for the service and maintenance of BCIS components housed at ICSD.

PROJECT SUPPORT AND COORDINATION

1. Provide documents and information necessary to develop technical specifications.

300931

2. Participate in the procurement process.
3. Provide access to BOC personnel to participate in development and acceptance of the BCIS.
4. Document and establish the objectives of BCIS.
5. Accept the standards and guidelines of ICSD.

Any addition or change to this MOU shall be mutually agreed upon by BOC and ICSD, and shall be executed in writing with a signed supplement.

PROJECTED FUNDING REQUIREMENTS

The BOC shall provide funding which will be achieved by direct billing to BOC by contractors in accordance with mutually agreed payment schedules and final acceptance criteria to be developed for each contract. The BOC shall provide funding by transfer upon billing by the ICSD of costs related to mutually agreed staffing and operational costs of the BCIS. The following estimates have been projected:

Personnel:	DPSA V	\$ 45,000 annual salary
	Network Control Technician	\$ 30,000 annual salary
Equipment:	Consolidated Server and Related Network Upgrades	\$300,000
Application Software:		<u>\$200,000</u>
	TOTAL:	\$575,000

Following Year Hardware/Software:		
	Consolidated Server	\$ 80,000
	Workstations	\$ 50,000
	Network Infrastructure	
	Network Management	\$ 20,000
	Communications	\$ 45,000
	Firewall	\$ 20,000
	Image Scanners	<u>\$ 10,000</u>
	TOTAL:	\$225,000

The undersigned parties agree to abide by the terms and conditions of this MOU:

300932

Department of Land and Natural Resources
State of Hawaii

Department of Accounting and General Services
State of Hawaii

Timothy Johns, Chairman Date
Department of Land and Natural Resources

Raymond H. Sato, Comptroller Date
Department of Accounting and General Services

Approved as to Form:

Deputy Attorney General Date
Department of the Attorney General

300933

1999

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES**

AND THE

**DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION**

This MEMORANDUM OF UNDERSTANDING (MOU) between the Department of Land and Natural Resources, Bureau of Conveyances (hereinafter "BOC"), State of Hawaii, and the Department of Accounting and General Services, Information and Communication Services Division (hereinafter "ICSD"), State of Hawaii, sets forth an agreement for ICSD to provide technical services and support. This memorandum delineates the responsibilities of BOC and ICSD as it relates to the acquisition, installation, testing, and operation of hardware, software, and technical support for the enhancement of the current Land Court Automated Title System (LCATS), and the regular automated tracking systems operated by the Bureau of Conveyances. The new system is to be called the Bureau of Conveyances Integrated System (BCIS).

The BOC and ICSD agree to the following:

RESPONSIBILITIES OF ICSD

ADMINISTRATION/PPMO

1. Provide assistance in preparation of bid solicitations as needed, and in evaluation and selection of services, hardware, software, or other facilities required by the BCIS within its available resources.

PRODUCTION SERVICES BRANCH

1. Provide the support necessary for the operation of the BCIS within its available resources and hours of operation.
2. Provide the necessary network management support for the BCIS within its available resources and hours of operation.

300934

SYSTEMS SERVICES BRANCH

1. Develop the technical specifications to enhance and upgrade the current LCATS and regular automated tracking systems operated by the BOC, with the participation and assistance of the BOC.
2. Coordinate the testing and verification of hardware and software components necessary to implement, maintain, and expand the BCIS.
3. Provide the necessary systems programming support for the operation of the BCIS within available resources.
4. Provide technical advice and guidance on issues relating to BCIS.

SYSTEMS NETWORKING BRANCH

1. Provide technical guidance and assistance with the installation and operation of communications related requirements.

TECHNICAL SUPPORT SERVICES BRANCH

1. Provide technical guidance and assistance with the installation and operation of local area network and PC related requirements.

PUBLIC INFORMATION ACCESS SECTION

1. Provide technical guidance and assistance with the installation and operation of Internet related requirements.

RESPONSIBILITIES OF BOC

FUNDING

1. Provide funding necessary for BCIS and all contracts for services, hardware, software, or facilities related thereto.
2. Provide funding necessary for the service and maintenance of BCIS components housed at ICSD.

PROJECT SUPPORT AND COORDINATION

1. Provide documents and information necessary to develop technical specifications.

300935

2. Participate in the procurement process.
3. Provide access to BOC personnel to participate in development and acceptance of the BCIS.
4. Document and establish the objectives of BCIS.
5. Accept the standards and guidelines of ICSD.

Any addition or change to this MOU shall be mutually agreed upon by BOC and ICSD, and shall be executed in writing with a signed supplement.

PROJECTED FUNDING REQUIREMENTS

The BOC shall provide funding which will be achieved by direct billing to BOC by contractors in accordance with mutually agreed payment schedules and final acceptance criteria to be developed for each contract. The BOC shall provide funding by transfer upon billing by the ICSD of costs related to mutually agreed staffing and operational costs of the BCIS. The following estimates have been projected:

Personnel:	DPSA V	\$ 45,000 annual salary
	Network Control Technician	\$ 30,000 annual salary
Equipment:	Consolidated Server and Related Network Upgrades	\$300,000
Application Software:		<u>\$200,000</u>
	TOTAL:	\$575,000

Following Year Hardware/Software:		
	Consolidated Server	\$ 80,000
	Workstations	\$ 50,000
	Network Infrastructure	
	Network Management	\$ 20,000
	Communications	\$ 45,000
	Firewall	\$ 20,000
	Image Scanners	<u>\$ 10,000</u>
	TOTAL:	\$225,000

The undersigned parties agree to abide by the terms and conditions of this MOU:

300936

Department of Land and Natural Resources
State of Hawaii

Department of Accounting and General Services
State of Hawaii

Timothy Johns, Chairman Date
Department of Land and Natural Resources

Raymond H. Sato, Comptroller Date
Department of Accounting and General Services

Approved as to Form:

Deputy Attorney General Date
Department of the Attorney General

300937

Printed by Mahealani K. Kaonohi

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 soon 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.

300938

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:

300939

(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.

300940

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 McKen
Deputy Attorney General

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

300941

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)

300942

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)
7/21/03

(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.

300943

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.

300944

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 ~~YES~~ (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.

300945

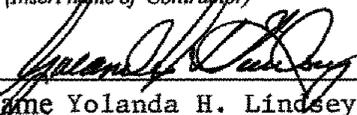
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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.

300946

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

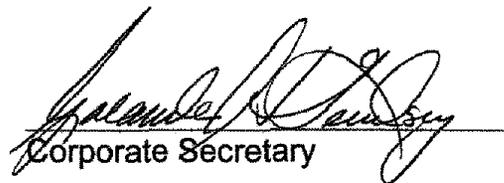
Software Systems Analysis & Telecommunications Consulting

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)

300948

The Lange Group

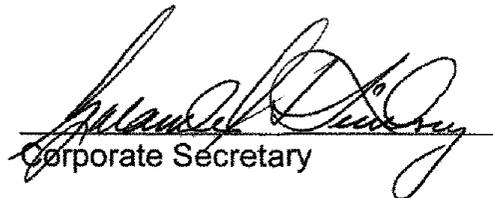
Software Systems Analysis & Telecommunications Consulting

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)

300949

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, 19/2002, 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, 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.

300950

AG-Supp (4/99)

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.

300951

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. Sait*
Print Name Wayne M. Roberts Russ K. Sait
Title Assistant 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:

Deane Jackson
Deputy Attorney General

300952

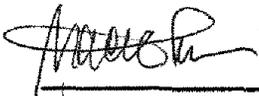
CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii
City of _____ County of Honolulu

SS.

On this 16th day of December, 8th MP 192002, 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

300953

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.

300954

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.

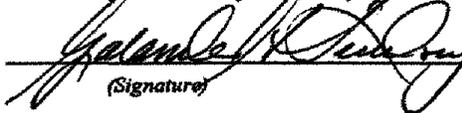
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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.

300955

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
Mary/Aliese/Evans Wayne M. Horne
Print Name

Comptroller Acting 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.

300957

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)

300958

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 / ~~10~~ 2000, 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.

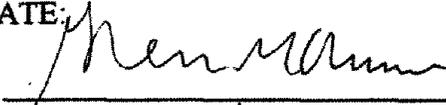
300960

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

300961

TIME OF PERFORMANCE

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

300962

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.

300964

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.

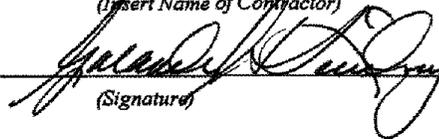
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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)

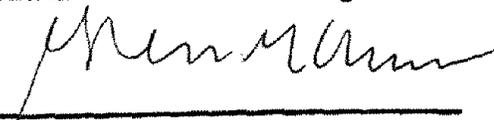
* **Reminder to Agency:** If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

300965

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.

300966

AG-Supp (11/98)

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.

300967

Form AG-Supp (5/99)



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.

300968

Form AG-Supp (5/99)

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 *Mary Alice Evans*
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 *Yolanda H. Lindsey* 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:

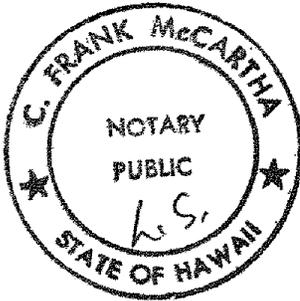
Dean Jackson
Deputy Attorney General

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

300970

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 ~~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.

300971

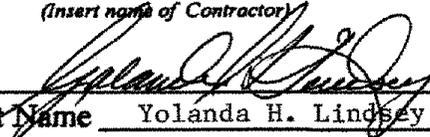
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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.

300972

TIME OF PERFORMANCE

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

300974

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)

300975

**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			
	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:

ITS DIVISION
DEC 28 2001

2001 DEC 28 P 12 04
COMPTROLLER'S OFFICE
DADS

Ref No. ICS-FY-99-52

300976

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. Becki

Date: 12/28/01

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.

300977

2001 DEC 28 P 12: 09

COMPTROLLER'S OFFICE
DAGS

12/20/01 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:

- | | | |
|--|--|---|
| <input type="checkbox"/> Your Information & Files | <input type="checkbox"/> Your Approval | <input type="checkbox"/> Per our Conversation |
| <input type="checkbox"/> Filing | <input type="checkbox"/> Your Appropriate Action | <input checked="" type="checkbox"/> Per your Request |
| <input type="checkbox"/> Your Signature & Forwarding
As Indicated Below | <input type="checkbox"/> Your Review & Comments | <input checked="" type="checkbox"/> 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

300978

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.

300980

Form AG-Supp (5/99)

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: _____

300982

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.

300983

Form AG-Supp (5/99)

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.

300984

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~~9 2000, 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.

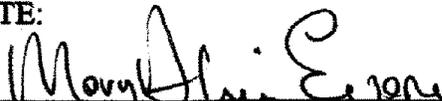
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

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.

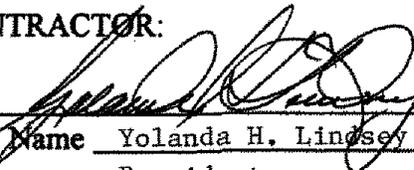
STATE:

for By 
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)

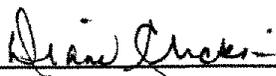
By 
Print Name Carl T. Watanabe
Title Acting Registrar
Date June 7, 2001

CONTRACTOR:

By 
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:


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.

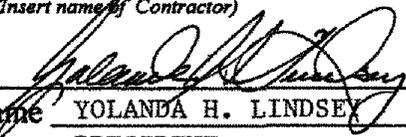
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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.

300993

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.

300994

Form AG-Supp (5/99)

TIME OF PERFORMANCE

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

300995

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.

300996

The Lange Group

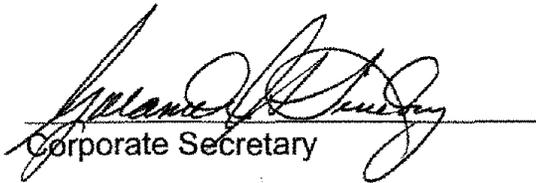
Software Systems Analysis & Telecommunications Consulting

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)

300997

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~~9 2000, 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.

300998

Form AG-Supp (5/99)

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.

300999

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:

Debra L. Choksi
Deputy Attorney General

301000

Form AG-Supp (5/99)

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.

301002

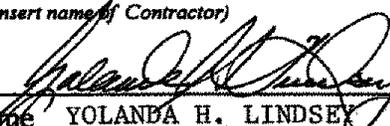
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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 YOLANBA 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.

301003

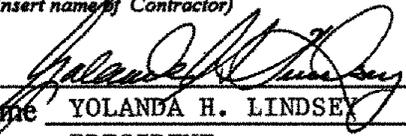
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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.

301004

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.

301005

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.

301006

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.

301007

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)

301008

**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			<i>WME</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>ll</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

FOR YOUR:

- Approval
- Signature
- Information
- Comments
- File

REMARKS:

Ref No ICS-FY-99-52
Contract Execution

301009

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.

301010

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.

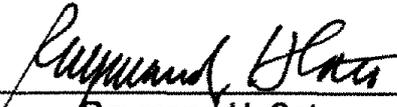
301011

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.

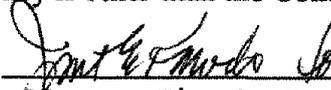
Unless amended herein, the Agreement shall remain in full force and effect.

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

STATE:

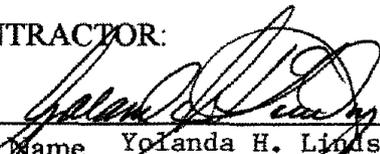
By 
Print Name Raymond H. Sato
Title Comptroller
Date 12/21/00

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 _____

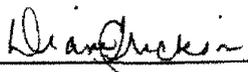
(Affix Corporate Seal)

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

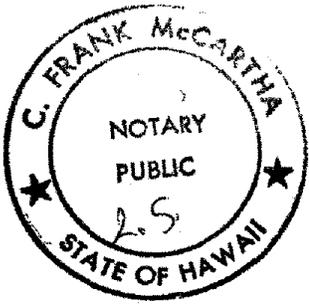
301012

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
CITY & County of HONOLULU)

SS.

On this 20th day of NOVEMBER 20, 11/2000, 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

301013

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

301014

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.

301015

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.

301016

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.

301019

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.

301020

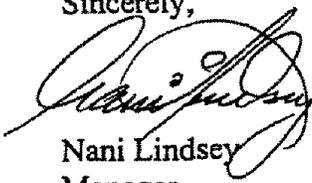
Mr. Carl Watanabe
December 14, 1999
Page 2

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

301021

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			

301022

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.

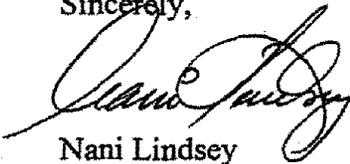
301023

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 136,052² 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

301024

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

301026

**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

301027

The Lange Group

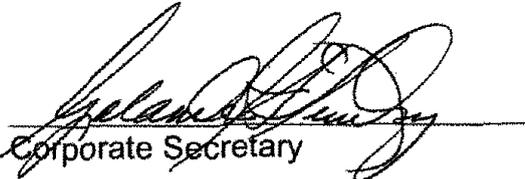
Software Systems Analysis & Telecommunications Consulting

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)

301028