

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).

Russ K. Saito
(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

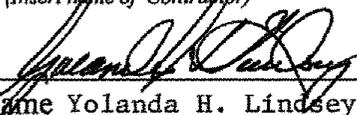
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations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

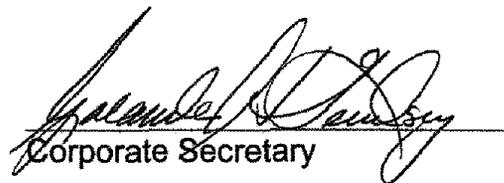
Software Systems Analysis & Telecommunications Consulting

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

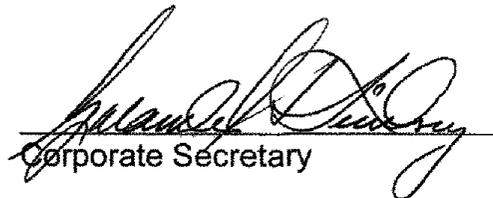
Software Systems Analysis & Telecommunications Consulting

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. Robles 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

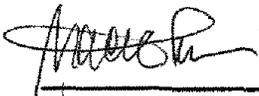
CONTRACTOR'S ACKNOWLEDGMENT

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
Matt/Alise/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.

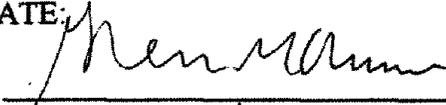
300960

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

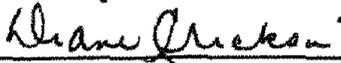
Print Name Yolanda H. Lindsey

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.

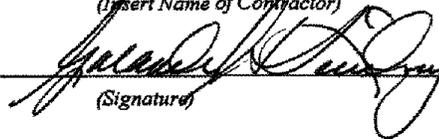
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations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

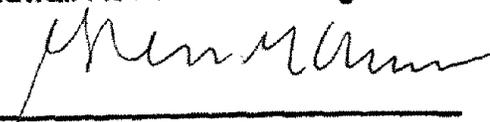
* **Reminder to Agency:** If "is" block is checked, the Agency is required, under section 84-15, HRS, to post a notice of its intent to award the contract and file a copy of the notice with the State Ethics Commission, ten (10) days before entering into the Contract.

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.

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:

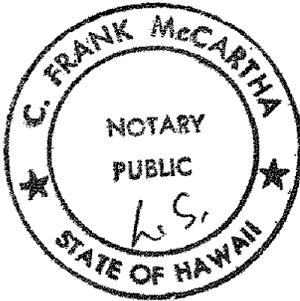
Dean Jackson
Deputy Attorney General

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

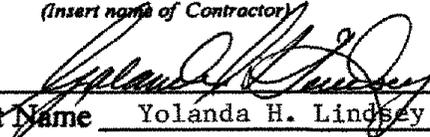
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations 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			<i>WBE</i>
	Administrative Services Office			
	Personnel Office			
	Systems & Procedures Office			
	State Procurement Office			
	Accounting Division			
	Audit Division			
	Survey Division			
	Public works Division			
2	Info & Communication Services Division	X	Les	<i>LS</i>
	Archives Division			
	Central Services Division			
	Automotive Management Division			
	State Foundation on Culture & the Arts			
	Stadium Authority			
	King Kamehameha Celebration Commission			

PLEASE:

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

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:

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

DE/mpb

300978