

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.

301029



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

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

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

FROM: _____

TO: _____

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

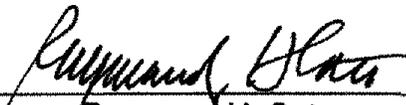
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

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

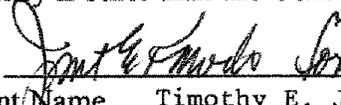
Unless amended herein, the Agreement shall remain in full force and effect.

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

STATE:

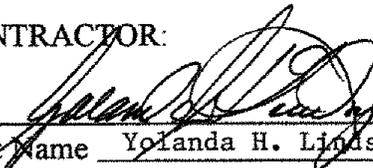
By 
Print Name Raymond H. Sato
Title Comptroller
Date 12/21/00

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

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

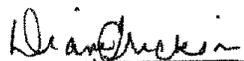
(Affix Corporate Seal)

CONTRACTOR:

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

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

APPROVED AS TO FORM:


Deputy Attorney General

301031

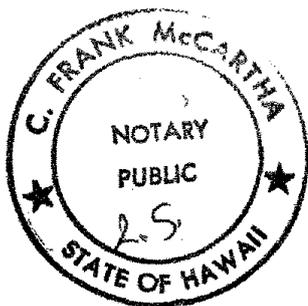
AG-Supp (4/99)

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 20th day of NOVEMBER 20, 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

301032

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

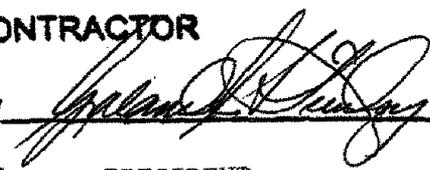
301033

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 "1s" 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.

301034

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.

301035

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.

301037

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.

301038

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.

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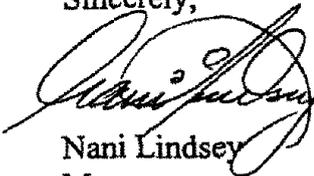
Mr. Carl Watanabe
December 14, 1999
Page 2

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

301040

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			

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.

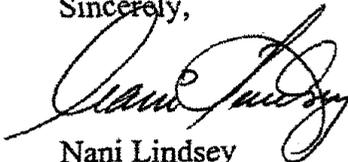
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Mr. Carl Watanabe
December 23, 1999
Page 2

We envision these items to be installed during Task 3 and Task 4. The estimated hardware cost if purchased directly from IBM, including the 4.166% general excise tax is shown in the Revised Attachment H. The net increase in hardware cost expended during Task 3 is ~~\$132,305.37~~ and 136,052? 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

301043

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

301045

**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 ½"-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

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The Lange Group

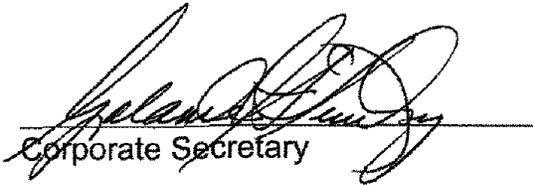
Software Systems Analysis & Telecommunications Consulting

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)

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CONTRACT WITH LANGE GROUP

PART 1

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