

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

SUPPLEMENTAL CONTRACT NO. 1
TO

Contract No. **CO-10998**

AWARDED PURSUANT TO
SECTION 103D-303, Hawaii Revised Statutes (HRS)
and
SECTIONS 3-122-41 through 3-122-60, Hawaii Administrative Rules (HAR)

BASED UPON COMPETITIVE SEALED PROPOSALS

PROJECT NO. RFP D19-060

WITH

PANORAMA EDUCATION, INC.

TO

PROVIDE AND ADMINISTER A STUDENT PERCEPTION SURVEY
FOR

THE DEPARTMENT OF EDUCATION

**For the Period:
July 01, 2010 to June 30, 2011**

STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT NO. CO-10998
(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of July 01, 2020, between the DEPARTMENT OF EDUCATION, State of Hawaii ("STATE"), by its SUPERINTENDENT (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1390 Miller Street, Honolulu, Hawaii 96813 and PANORAMA EDUCATION, INC., ("CONTRACTOR"), a corporation *(insert "corporation", "partnership", "joint venture", "sole proprietorship", or other legal form of the Contractor)* under the laws of the State of Delaware, whose business address and federal and state taxpayer identification number are as follows: 24 School Street, 4th Floor, Boston, MA 02108 ; Federal Taxpayer ID No.: 90-0995958 ; Hawaii General Excise Taxpayer ID No.: GE-034-975-0272-01

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract CO-10998 (RFP D19-060) *(Insert contract number or other identifying information)* dated April 18, 2019 which was amended by Supplemental Contract No(s). _____ dated _____ which was amended by Supplemental Contract No(s). _____ dated _____ which was amended by Supplemental Contract No(s). _____ dated _____ which was amended by Supplemental Contract No(s). _____ dated _____ which was amended by Supplemental Contract No(s). _____ dated _____ (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,
NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment -S1, which is made a part of the Contract.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth Attachment-S3, which is made a part of the Contract.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
- ☐ 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 Contract.


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 Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

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

STATE



(Signature)

DR. CHRISTINA M. KISHIMOTO

(Print Name)
SUPERINTENDENT OF EDUCATION

(Print Title)
04/02/2020

(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

Panorama Education, Inc.

(Name of Contractor)
Katie Mallett

(Signature)
Katie Mallett

(Print Name)
CFO

(Print Title) *

March 23, 2020

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

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

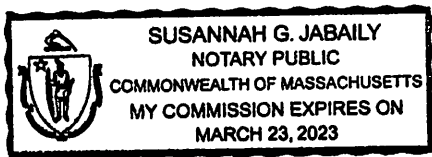
STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Massachusetts)
) SS.
)
COUNTY OF Suffolk)

On this 23rd day of March, 2020 before me appeared
Katie Mallett and _____
to me known, to be the person(s) described in and, who, being by me duly sworn, did say that
he/she/they is/are

Chief Financial Officer and _____
of Panorama Education, Inc.,
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.



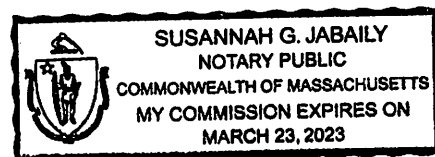
(Notary Stamp or Seal)

[Signature]
(Signature)
Susannah G. Jabaily
(Print Name)

Notary Public, State of Massachusetts

My commission expires: March 23, 2023

Doc. Date: March 11th, 2020 # Pages: 10
Notary Name: Susannah Jabaily Circuit
Doc. Description: To Provide and Administer
a Student Perception Survey, Project No.
RFP D19-060, Contract No. CO-10998



(Notary Stamp or Seal)

[Signature]
Notary Signature
3/23/2020
Date

NOTARY CERTIFICATION

**STATE OF HAWAII
CONTRACTOR'S
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; 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. (Section 84-3, HRS).

On behalf of PANORAMA EDUCATION, INC., 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. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, 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, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, 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.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By Katie Mallett
(Signature)

Print Name Katie Mallett

Print Title CFO

Name of Contractor Panorama Education, Inc.

Date March 23, 2020

Unless specifically described herein, nothing in this Supplemental Contract shall alter, amend, or modify the terms and conditions of the original Contract.

Attachment-S1

STATE OF HAWAII

SCOPE OF SERVICES

The Scope of Services shall remain the same as the original Contract.

STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE

1. TOTAL COMPENSATION

In full consideration of goods delivered and/or services performed by the CONTRACTOR rendered during this 12-month contract period, the STATE agrees to pay the CONTRACTOR the total and complete sum, not to exceed:

FOUR HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED FIFTY SEVEN AND 50/100
DOLLARS (\$485,957.50)

The contract price shall include all services, materials, overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred by CONTRACTOR in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges will be honored.

The contract price to the STATE, including profit or fee, shall be adjusted to exclude any significant sums by which the STATE finds that the price was increased because the CONTRACTOR, furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

2. COMPENSATION RATES

Total compensation shall be based on the following:

Enrollment Count		SY 2020-2021 (Projected)	Cost Per Student	Total Cost
Regular Education (by Grade Levels)	3	13,065	\$3.50	\$45,727.50
	4	12,975	\$3.50	\$45,412.50
	5	13,272	\$3.50	\$46,452.00
	6	9,954	\$3.50	\$34,839.00
	7	12,832	\$3.50	\$44,912.00
	8	12,091	\$3.50	\$42,318.50
	9	13,489	\$3.50	\$47,211.50
	10	12,024	\$3.50	\$42,084.00
	11	11,227	\$3.50	\$39,294.50
	12	9,878	\$3.50	\$34,573.00
Subtotal Regular Education		120,807		\$422,824.50
Special Education (by Grade Bands)	K-6	8,920	\$3.50	\$31,220.00
	7-8	3,121	\$3.50	\$10,923.50
	9-12	5,997	\$3.50	\$20,989.50
Subtotal Special Education		18,038		\$63,133.00
Grand Total Regular and Special Education		138,845		\$485,957.50

3. PAYMENT SCHEDULE

Payment No.	Tasks for SY 2020-2021 Survey Administration	Deadlines and Estimated Payment Dates	Estimated Payment Amount (Not to Exceed)
1	Upon completion of the CONTRACTOR's detailed project implementation plan for the fall 2020 administration of the student survey.	Within ten (10) business days following submission of finalized project implementation plan, with estimated payment to the CONTRACTOR on or about July 30, 2020	10 percent
2	Upon placement of full order details for print-based survey forms, envelopes and online login cards.	By September 20, 2020, with estimated payment to the CONTRACTOR on or about October 20, 2020.	15 percent
3	Upon completion of the fall 2020 administration of the Panorama Student Survey, and upon submission of monthly reports	By December 13, 2020, with estimated payment to the CONTRACTOR on or about January 2021.	25 percent
4	Upon distribution of reports and finalization of the raw data and favorability, NCE, and school climate score files from fall 2020 administration of the Panorama Student Survey.	By February 15, 2021, with estimated payment to the CONTRACTOR on or about March 15, 2021.	25 percent
5	Upon completion of the Panorama Help Desk support for the Panorama reports, and upon submission of monthly reports for November and December 2020, January, and February 2021.	By March 15, 2021, with estimated payment to the CONTRACTOR on or about April 15, 2021.	15 percent
6	Upon the submission of the March, April and May 2021 monthly report and final project summary for SY 20-21	By May 1, 2021, with final payment to the CONTRACTOR on or about June 30, 2021	10 percent

Statement of Contract Funds

The total Contract price is as follows:

Original contract amount:	\$ 478,072.00
Supplemental Contract No. 1:	<u>\$ 485,957.50</u>
Total:	\$ 964,029.50

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date. A tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. Contractor may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

STATE OF HAWAII

TIME OF PERFORMANCE

The original Contract was for the period, April 18, 2019 through June 30, 2020 and included options to extend for two (2) additional twelve (12) month periods at the same terms and conditions of the original contract or as negotiated between the DOE and the Contractor and contingent upon funding availability.

In accordance with the terms of the original Contract, this Contract is now extended for the first twelve (12) month period, July 01, 2020 through June 30, 2021 via Supplemental Contract No. 1.

Beyond June 30, 2021, there shall be one (1) additional option to extend this contract.

STATE OF HAWAII
SUPPLEMENTAL SPECIAL CONDITIONS

No amendment to Supplemental Special Conditions