

HAWAII STATE DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

SUPPLEMENTAL CONTRACT NO. 1

TO

Contract No. CO-20236

AWARDED PURSUANT TO

SECTION 103D-302, Hawaii Revised Statutes (HRS)

and

SECTIONS 3-120-1 through 3-120-5, Hawaii Administrative Rules (HAR)

(Exempt from Chapter 103D, pursuant to Section 103D-102(b)(4)(L) HRS)
CPO Procurement Exemption No. PE/D E22-346

BASED UPON EXEMPT PROCUREMENTS

PROJECT NO. EX D22-044

WITH

PANORAMA EDUCATION, INC.

TO

TO PROVIDE AND ADMINISTER

AN ONLINE SURVEY FOR TEACHERS AND STAFF

OF THE STATE OF HAWAII DEPARTMENT OF EDUCATION

For the Period:
July 01, 2022 to June 30, 2023

STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT NO. CO-20236
(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, 2022, 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 GE Tax No. GE-034-975-0272-01

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract
CO-20236 (EX D22-044)

(Insert contract number or other identifying information)

dated November 26, 2021 which was amended by Supplemental Contract No(s). n/a
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)

 KEITH T. HAYASHI

(Print Name)

INTERIM SUPERINTENDENT OF EDUCATION

(Print Title)



(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

PANORAMA EDUCATION, INC.

(Name of Contractor)



(Signature)

Katie Mallett

(Print Name)

COD

(Print Title)

2-24-2022

(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.

TO:

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

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(Signature)

KEITH T. HAYASHI

(Print Name)

INTERIM SUPERINTENDENT OF EDUCATION

(Print Title)

(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

PANORAMA EDUCATION, INC.

(Name of Contractor)

(Signature)

Katie Mallett

(Print Name)

COD

(Print Title)

2-24-2022

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

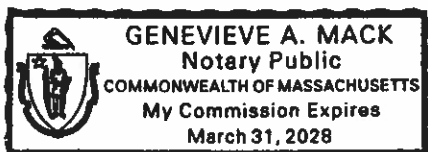
*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

STATE OF HAWAII
CONTRACTOR'S ACKNOWLEDGMENT

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

On this 24 day of February, 2022 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

Katie Mallett and _____
of Panorama Education,
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)

Katie Mallett Genevieve A. Mack
(Signature)
Katie Mallett Genevieve A. Mack
(Print Name)

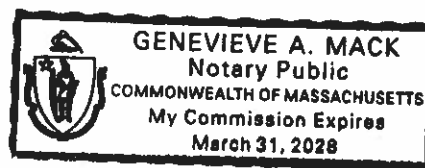
Notary Public, State of Massachusetts

My commission expires: March 31, 2028

Doc. Date: 2/24/2022 # Pages: 10

Notary Name: Genevieve A. Mack Circuit

Doc. Description: To provide and administer
online survey for teachers and staff
of the HIDE EX D22-044 CO 20236



(Notary Stamp or Seal)

Genevieve A. Mack 2/24/2022
Notary Signature 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

Print Name

Print Title

Name of Contractor

Date

Katie Mallett
Katie Mallett
(Signature)

Katie Mallett

COD

PANORAMA EDUCATION, INC.

2/24/2022

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CONTRACTOR'S
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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).

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CONTRACTOR

By Katie Mallett
(Signature)
Print Name Katie Mallett
Print Title COD
Name of Contractor PANORAMA EDUCATION, INC.
Date 2/24/2022

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

Attachment-S1

STATE OF HAWAII
SCOPE OF SERVICES

No amendment to the Scope of Services.

STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE

1. TOTAL COMPENSATION

In full consideration of goods delivered and/or services performed by the CONTRACTOR under the terms and conditions of this contract, the STATE agrees to pay the CONTRACTOR an additional amount not to exceed:

SIXTY-THOUSAND SEVEN-HUNDRED FIFTY AND NO/100 DOLLARS
(\$60,750.00)

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

2.1. Total Compensation shall be based on the following:

- 2.1.1. Annual License: \$52,500.00
- 2.1.2. Project Management: \$5,250.00
- 2.1.3. Professional Development: \$3,000.00 for 2 virtual workshops (no additional charge for larger groups)

3. PAYMENT SCHEDULE

- 3.1. Payment for Annual License shall be made on or about November 2022 and receipt of an original invoice.
- 3.2. Payment(s) for Project Management and Professional Development shall be made upon i) satisfactory completion of services as described on Attachment-S1, Scope of Services ii) and receipt of an original invoice in accordance with the rates described in section 2, Compensation Rates above.
- 3.3. Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of services, to make payment. The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE which requires payment within a shorter period or interest payment not in conformance with statute.
- 3.4. Progress payment shall not be construed as an absolute acceptance of the work done up to the time of the payments, but the entire work is subject to acceptance at the time CONTRACTOR advises STATE that the work is complete.

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 (2) months old and with an original

green "certified copy" stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature will be required 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, November 26, 2021 through June 30, 2022 and included options to extend for one (1) additional twelve (12) month period at the same terms and conditions of the original contract or as negotiated between the STATE 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 and final twelve (12) month period, July 01, 2022 through June 30, 2023 via Supplemental Contract No. 1.

Beyond June 30, 2023, there shall be no additional options to extend this contract.

STATE OF HAWAII
SUPPLEMENTAL SPECIAL CONDITIONS

No amendment to Supplemental Special Conditions.