STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of

_________________________, __________, between _____________________________, Hawaii Public Housing Authority

(Ininsert name of state department, agency, board or commission)

Executive Director

(Ininsert title of person signing for State)

State of Hawaii ("STATE"), by its _____________________________,

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),

whose address is _____________________________, 1002 North School Street, Honolulu, Hawaii 96817

and

__________________________, ("CONTRACTOR"), a _____________________________,

(Ininsert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)

under the laws of the State of _____________________________, whose business address and federal

and state taxpayer identification numbers are as follows:

________________________________________

RECATALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the
goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is
agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has
received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were
made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative
Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122,
Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer
("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive
offeree whose proposal is the most advantageous for the STATE, taking into consideration price and the
evaluation factors set forth in the request.

E. Pursuant to _____________________________, Section 356D-4, HRS

(Legal authority to enter into this Contract)

the STATE

is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____________________________,

(Identify state sources)
or

(2) _____________________________,

(Identify federal sources)
or both, in the following amounts: State $ _____________________________

Federal $ _____________________________

NOW, THEREFORE, in consideration of the promises contained in this Contract, the
STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory
manner as determined by the STATE, provide all the goods or services, or both, set forth in the
request for competitive sealed proposals number _____________________________ ("RFP") and the CONTRACTOR'S
accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are
made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied


AG-004 Rev. 11/15/2005
or services performed, or both, under this Contract in a total amount not to exceed

($_________________) DOLLARS, including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR’S Proposal.

3. **Time of Performance.** The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. **Bonds.** The CONTRACTOR ☐ is required to provide or ☑ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of NA DOLLARS ($ 0.00).

5. **Standards of Conduct Declaration.** The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. **Other Terms and Conditions.** The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. **Liquidated Damages.** Liquidated damages shall be assessed in the amount of NA DOLLARS ($ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. **Notices.** Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA’S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR’S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

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)
Hakim Ouansafi

(Print Name)
Executive Director

(Date)

CORPORATE SEAL
(If available)

(Name of Contractor)

(Signature)

(Print Name)
*

(Date)

**CONTRACTOR**

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.

AG-004 Rev 11/15/2005
STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF __________________________ )

) SS.

________________ COUNTY OF __________ )

On this __________ day of __________, ______ before me appeared

__________________________________________, 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

_________________________________________ and __________________________________________ of

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)

__________________________________________

(Print Name)

Notary Public, State of __________________________
My commission expires: __________________________

Doc. Date: __________________________ # Pages: __________

Notary Name: __________________________ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Competitive Sealed Proposals

(Notary Stamp or Seal)

________________

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 ___________________________, 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

(Signature)

Print Name ___________________________

Print Title ___________________________

Name of Contractor ___________________

Date _______________________________
STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: ____________________________
SERVICES: Cloud-Based Software Platform Licenses
RFP No. ITO-2020-39

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for cloud-based software platform licenses: (1) Contract for Goods and Services including the Contractor’s Acknowledgement, Contractor’s Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Request for Proposals (RFP) number ITO-2020-39 and all addenda; and (5) CONTRACTOR’s accepted proposal dated ________________ and Best and Final Offer dated ___________. These documents are collectively referred to as the “Contract Documents”.

2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of the Contract Documents, provide cloud-based software platform licenses to the HPHA.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide cloud-based software platform licenses as described in RFP No. ITO-2020-39 and in the CONTRACTOR’s accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR’S accepted proposal and this Contract, the Contract shall prevail.

4. The CONTRACTOR shall provide a cloud-based Software as a Service (SaaS) platform to the HPHA on a license fee basis, including ongoing updates and feature enhancements.

5. System User Requirements

At a minimum, the software platform shall support the following system users:

A. Two hundred (200) HPHA User licenses supporting various roles and functions as follows:

<table>
<thead>
<tr>
<th>HPHA User Roles</th>
<th>Estimated No. of Users Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative/IT</td>
<td>5</td>
</tr>
<tr>
<td>Other Users</td>
<td>195</td>
</tr>
<tr>
<td>Total</td>
<td>200</td>
</tr>
</tbody>
</table>
STATE OF HAWAII

SCOPE OF SERVICES

B. General Public and HPHA Resident Users as follows:

<table>
<thead>
<tr>
<th>Public/Resident User Roles</th>
<th>Estimated No. of Users Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum number of Resident seats (adults with logins)</td>
<td>10,000</td>
</tr>
<tr>
<td>Maximum number of Applicant seats (a.k.a. Logins or user accounts) for all program applicants, including people on waitlists</td>
<td>30,000</td>
</tr>
<tr>
<td>Unique page views to the HPHA website (pre-login)</td>
<td>200,000</td>
</tr>
</tbody>
</table>

6. System Interface Requirements

Software Platform will be interfaced with the following systems, which are both internally managed by the HPHA and external to the agency:

<table>
<thead>
<tr>
<th>System</th>
<th>Owning Organization</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Accounting and Management Information System</td>
<td>State of Hawaii Department of Accounting and General Services</td>
<td>Financial and Accounting Modules</td>
</tr>
<tr>
<td>Public Aid Indian Housing Information Center</td>
<td>U.S. Department of Housing and Urban Development</td>
<td>Many sub-interfaces – Utility Allowances, Income Limits, Rent Calculations, Flat Rents, Submission of 50058 Files, etc.</td>
</tr>
</tbody>
</table>

7. Technical Requirements

Technical requirements of the software platform are provided in the Technical Requirements Matrix and are categorized into the following criteria capturing its features and functionalities:

<table>
<thead>
<tr>
<th>Technical Criteria</th>
<th>Features/Functionalities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ease-of-Use and Administration</td>
<td>Modern, easy-to-use interface for HPHA management, employees, and residents</td>
</tr>
<tr>
<td>Efforts to achieve technical requirements</td>
<td>Speed and ease of configuration for the subsequent implementation team</td>
</tr>
<tr>
<td>Platform extensibility</td>
<td>Ability for the HPHA to build upon the platform and modify it internally with low or no-code</td>
</tr>
</tbody>
</table>

See attached and Incorporated Exhibit A – Technical Requirements Matrix.
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: __________________________
SERVICES: Cloud-Based Software Platform License
RFP No. ITO-2020-39

1. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR an amount of compensation not to exceed ____________________ and ___/100 Dollars ($_______) for the initial Contract period.

See attached and incorporated Exhibit B.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remainder Contract period beyond the initial Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. State funds are subject to appropriation by the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient State funds for any portion of the remainder of the Contract period beyond the initial Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

4. The STATE shall appropriate funds using the following funding sources:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
</tr>
<tr>
<td>Low Income Public Housing Operating Fund</td>
<td></td>
</tr>
<tr>
<td>Section 8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>State Family Low Rent Public Housing Revolving Fund</td>
<td></td>
</tr>
<tr>
<td>State Elderly Low Rent Public Housing Revolving Fund</td>
<td></td>
</tr>
<tr>
<td>Rent Supplement Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
5. Compensation shall be paid in accordance with and subject to the following:

a. Any requirements for advance payment must conform to the common business practice for making such payments as determined by the HPHA and in accordance with section 40-57, HRS.

b. The CONTRACTOR shall submit invoice(s) for services rendered. Services rendered are billable to the extent that the licenses are active.

c. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment or as allowable in accordance with section 40-57, HRS. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.

d. The CONTRACTOR shall submit original invoice(s) to:

   Hawaii Public Housing Authority
   Information and Technology Office
   1002 N. School Street
   P.O. Box 17907
   Honolulu, Hawaii 96817

e. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the STATE that the CONTRACTOR has satisfactorily performed the services specified or as allowable in accordance with section 40-57, HRS.

f. Invoices shall be itemized to include without limitation, description of goods/services and performance period.

g. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA fiscal year-end close out process. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
h. The HPHA may submit monitoring report(s) to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be addressed timely as agreed to by both parties to avoid delays in payment issuance or for payment adjustment purposes.

i. For final payment, the CONTRACTOR must submit a valid tax clearance. A valid tax clearance certificate shall be dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.
STATE OF HAWAII
TIME OF PERFORMANCE

CONTRACTOR: ____________________________
SERVICES: Cloud-Based Software Platform Licenses
RFP No. ITO-2020-39

1. The term of this Contract shall be for a 60-month period effective upon the STATE's issuance of a Notice to Proceed.

2. No services shall be performed on this Contract before a Notice to Proceed is issued. Any services rendered prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
STATE OF HAWAII
CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resource Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, 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)
Hakim Ouansafi
(Print Name)
Executive Director
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly 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. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:
(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

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, HRS.

(Signature)
(Date)
(Print Name)
(Print Title, if designee of the Director of DHRD)
STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: ____________________________________________
SERVICES: Cloud-Based Software Platform Licenses
           RFP No. ITO-2020-39

1. Insurance Requirements

   The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance</td>
<td>$1,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 aggregate.</td>
</tr>
<tr>
<td>with Personal Injury Liability</td>
<td>Personal injury limits of $1,000,000.00 per occurrence.</td>
</tr>
<tr>
<td>Automobile Insurance</td>
<td>Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR combined single limit of $2,000,000.00.</td>
</tr>
<tr>
<td>covering all owned, non-owned and hired automobiles.</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-CONTRACTORs (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).</td>
</tr>
<tr>
<td>as required by applicable State laws.</td>
<td></td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>Errors and Omissions at a minimum of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.</td>
</tr>
</tbody>
</table>

a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect with this Contract.

d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR’s insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers’ Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

2. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.

3. Monitoring and Remedies

a. The CONTRACTOR’s performance under the Contract will be monitored and on an ongoing basis through desktop monitoring, personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.

b. The HPHA may submit monitoring report(s) to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA to avoid delays in payment issuance or for payment adjustment purposes.

c. Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The
STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Services and shall continue for a duration of time as deemed necessary by the HPHA.

d. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.

e. Should the CONTRACTOR continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to directly assess the CONTRACTOR.

f. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals No. ITO-2020-39 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.

g. In the event the CONTRACTOR is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the CONTRACTOR's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the CONTRACTOR.

4. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

5. In the event of a conflict between the federal HUD General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.
6. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

7. Interchangeable Terms. The following terms shall be one and same:
   a. "STATE" and "HPHA".
   b. "Contract" and "Agreement".
   c. "CONTRACTOR" and "Successful Offeror".

8. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The CONTRACTOR agrees and shall adhere to these no smoking laws while on HPHA properties. Such violation will be considered a breach of the resulting Contract and may result in suspension or termination of the Contract.

9. This Contract may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument. This Contract may also be executed by electronic signature.