

**INVITATION FOR BIDS (IFB) No. 06082022-1
Fire Equipment Testing, Maintenance, and Repair Services**

**VENDOR REGISTRATION FORMS & W-9
Attachment M**

M1.0: If not already registered with the Agency, attach completed Vendor Registration Packet including W-9.

Vendor Registration



Legal Name : _____
(Above must agree with W-9 form)

DBA : _____

Mailing Address : _____

Point of Contact Name : _____ Point of Contact Phone: _____

Point of Contact Email : _____ Alternate Email: _____

Point of Contact Fax : _____

Federal ID# or Social Security number : _____
(Above must agree with W-9 form)

Number of Years company has been in service: _____

Number of Employees: _____

Business Classification : (Select all that apply; must select at least 1)

Individual/sole proprietor _____

Partnership _____

C Corporation _____

Other _____

S Corporation _____

Limited Liability _____
Enter the Tax classification (C= C Corporation, S= S Corporation, P=

Please provide Workers Comp. Certificate & Certificate of Insurance

PLEASE SEND ALL INVOICES TO: invoices@starkmha.org or 400 Tuscarawas St E. , Canton, OH 44702

Vendor: _____ **Date:** _____

(Note: Vendor / Supplier signature is required to set up a new vendor account in order to do business with SMHA. Vendor / Supplier has read and agrees to SMHA's 30 day payment terms as outline in vendor terms notice.)

For Accounting Department:

Finance Staff: _____ Date: _____

Finance Review: _____ Date: _____

Yardi Vendor Code: _____

Issue 1099 YES NO

Vendor Registration



Economic Inclusion: (Select all that apply; at least 1 must be selected)

Certifying documentation or a notarized declaration must be provided to SMHA to prove status:

- | | |
|--|---|
| Not Applicable <input type="checkbox"/> | Disabled Owned <input type="checkbox"/> |
| Small Business Enterprise <input type="checkbox"/> | Veteran Owned <input type="checkbox"/> |
| Women Owned (at least 51%) <input type="checkbox"/> | Section 3 Business Concern <input type="checkbox"/> |
| Minority Owned (at least 51%) <input type="checkbox"/> | |

Type of Business/Services offered: (Select all that apply; at least 1 must be selected or entered in Other)

- | | |
|--|--|
| Asphalt Repair <input type="checkbox"/> | Janitorial Services <input type="checkbox"/> |
| Cabinet Installation <input type="checkbox"/> | Landscaping Services <input type="checkbox"/> |
| Carpet Cleaning <input type="checkbox"/> | Make Ready: Vacancy Prep Unit <input type="checkbox"/> |
| Concrete Repair <input type="checkbox"/> | Masonry <input type="checkbox"/> |
| Construction Management <input type="checkbox"/> | Moving & Packing <input type="checkbox"/> |
| Construction: Exterior Renovation <input type="checkbox"/> | Mowing Services <input type="checkbox"/> |
| Construction: Interior Renovation <input type="checkbox"/> | Painting & Painting Supplies <input type="checkbox"/> |
| Construction: New <input type="checkbox"/> | Plumbing <input type="checkbox"/> |
| Construction: Repair <input type="checkbox"/> | Roofing <input type="checkbox"/> |
| Demolition <input type="checkbox"/> | Siding <input type="checkbox"/> |
| Elevators <input type="checkbox"/> | Skills/Unskilled Labor <input type="checkbox"/> |
| Fire Suppression and Inspection <input type="checkbox"/> | Waste Removal <input type="checkbox"/> |
| Flooring <input type="checkbox"/> | Water Repair Restoration <input type="checkbox"/> |
| Hazardous Materials Removal <input type="checkbox"/> | Consulting (Various) <input type="checkbox"/> |
| HVAC <input type="checkbox"/> | ADA Compliance <input type="checkbox"/> |
| Extermination <input type="checkbox"/> | |
| Architecture/ Engineering <input type="checkbox"/> Type: _____ | |

Other: (Not listed above or explanation)

Vendor Registration



References: (Must enter 3 Professional References)

Please provide references of work performed for other customers within the last 12 months

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

Disclaimer:

The completion and submission of the vendor Registration form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with SMHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by SMHA must be in full compliance with the following regulations:

- 2 CFR 200.317 -200.326
- HUD Procurement Handbook 7460.8 REV2
- SMHA's Procurement Policy and Procedures

Stark Metropolitan Housing Authority

Payment Terms

Dear SMHA Vendor:

It is Stark Metropolitan Housing Authority's (SMHA) goal and responsibility to treat organizations (vendors / contractors) providing services and or goods fairly and appropriately. Our vendors are critical in order for SMHA to achieve its mission statement:

"PEOPLE HOUSING PEOPLE: The Stark Metropolitan Housing Authority provides eligible residents of Stark County with quality housing in decent, safe, nourishing neighborhoods, by working in partnership with public and private sector. SMHA provides families with housing choices and opportunities to achieve self-sufficiency."

SMHA payment terms is **"NET 30 DAYS"**. Net 30 days is common and typical industry and business payment standard. Net 30 days allows adequate time for SMHA to process transactions for payment with vendors. SMHA will deviate from net 30 days for vendors offering payment discounts for timelier payment. SMHA will attempt to take advantage of all payment discounts. Payment process typically involves staff forwarding appropriate supporting documentation, receipt of invoice and approval of invoice for payment. Vendors or contractors subject to provisions of Davis Bacon Act, SMHA is not permitted to make payment until all required Davis Bacon documents have been received and verified.

Following is an example of purchasing and payment process at SMHA. First, when appropriate, vendor provides an estimate or quote. Quote can be verbal or in writing depending on scope and anticipated dollar amount of goods and or services. Once estimate / quote process been received, SMHA staff depending on value must prepare a purchase order (PO) for approval. Next, approved PO number provided to vendor by appropriate SMHA staff. Vendor coordinates delivery of goods or services with appropriate SMHA staff. Appropriate SMHA staff verifies delivery and quality of services and or goods provided by vendor. Vendor can now prepare an invoice. Invoice date must be on or after date of delivery of goods. If vendor provides services or a combination of services and goods, invoice date must be on or after appropriate SMHA staff verifies quality of services and or goods provided by vendor.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 Tuscarawas Street East, Canton, Ohio 44702, Attention Accounts Payable. **Invoices sent to any other post office address, employee or email might delay timely payment.** SMHA finance department will make payment within 30 days of invoice date.

No staff, except for Executive Director, Deputy Director or Finance Director can waive, modify, adjust or amend **NET 30 DAY** payment term or requirement to submit invoices electronically to invoices@starkmha.org or mailed to 400 Tuscarawas Street East, Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

STARK METROPOLITAN HOUSING AUTHORITY
Electronic Payment/Deposit Authorization

Name / Entity: _____
(Must agree with IRS W- 9)

Federal ID or SSN: _____
(Must agree with IRS W- 9)

Mailing Address: _____

Phone Number: _____ Email Address: _____
(Mandatory for payment notification)

I hereby authorize Stark Metropolitan Housing Authority (SMHA), to initiate credit entries (deposits) to below depository and to initiate, if necessary, debit entries and adjustments to any transactions credited in error.

Depository (Bank) Name: _____

Depository (Bank) Address: _____

Type of Account (check one): Checking Savings

Exact Name on Account: _____

Routing Number: _____ Account Number: _____

Your signature below is your continuing authorization for Stark Metropolitan Housing Authority ("SMHA") to follow your written instructions to deposit funds in the account listed above and you agree that your continuing authorization will remain in effect unless you revoke the authorization in writing and submit to SMHA within a reasonable time for SMHA to adjust its accounting procedures. Further, you confirm that the below name and signature is of an authorized representative with authority to act on behalf of the above entity/individual property owner. As such, you hereby authorize SMHA to recognize and acknowledge the signature subscribed below in depositing funds into your account.

A confirmation of account information on financial institution/bank letterhead or an original voided check, must accompany this document. Facsimile copies of checks, starter checks and deposit slips are not acceptable. When submitting documentation on bank letterhead, it must contain the name of financial institution, electronic routing transit number, account number and type of bank account (checking or savings).

By signing below, I confirm that I am an authorized representation and the information entered above is accurate and complete.

Name(s) (please print): _____

Signature(s) _____ Date: _____

Documents can be mailed to: SMHA 400 Tuscarawas Street East, Canton Ohio 44702
Attn: Finance Dept.

Internal: SMHA staff are not to complete this document on behalf of any property owner, vendor and/or contractor.

Stark Metropolitan Housing Authority General Terms and Conditions

The following General Terms and Conditions shall be applicable to all Purchase Orders issued by Stark Metropolitan Housing Authority (SMHA). Vendor is the party providing goods and/or services to SMHA pursuant to this Purchase Order. The parties to this Agreement expressly intend to create an independent contractor relationship. The parties further agree that the conduct and control of the work to be performed will lie solely with the Vendor. Neither Vendor, its employees, servants, or agents is an agent or employee of SMHA for any purpose, and no partnership, joint venture, employment, principal-agent, trust, or other relationship is created by this Agreement. In no event shall either party have the right or power, either express or implied, on behalf of the other party or otherwise to bind the other party in any way whatsoever.

CHANGES: No change in any of the terms, conditions, price, quantity, or specifications of this order will be effective without the prior written consent of SMHA. **PACKING:** No boxing, crating, or other handling charges will be allowed unless otherwise specified herein. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific written, email acceptable, authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route through the cheapest common carrier, and to bill SMHA as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. SMHA reserves the right to refuse COD shipments. **DELIVERY:** For any exception to the delivery date specified on this order, Vendor shall give prior notification and obtain written, email acceptable, approval thereto from SMHA's Purchasing Division. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by SMHA of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. Delivery shall be made Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. No Saturday, Sunday or holiday delivery shall be made without written, email acceptable, approval. **REJECTION:** All goods or materials purchased herein are subject to approval by SMHA. Brand products quoted or specified shall not be substituted without SMHA's written, email acceptable, prior approval. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by SMHA or returned, will be at Vendor's risk and expense. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. **ASSIGNMENTS:** This Purchase Order may not be assigned without the prior written consent, email acceptable, of SMHA. Provisions of monies due under this Contract shall only be assignable with prior written consent, email acceptable, of SMHA. Any subcontract shall impose the terms and conditions of this Purchase Order on the subcontractor. **INFRINGEMENTS:** Vendor agrees to, identify, defend, and save harmless SMHA against all claims for patent, trademark, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered on this Purchase Order, and to assume all expense and damage arising from such claims. **AMENDMENTS:** Any amendments, modifications, extensions, or renewals of this Agreement must be made in writing and signed by Vendor and SMHA. **NONWAIVER BY ACCEPTANCE OF VARIATION:** No acceptance of nonconforming goods or services shall be deemed a waiver by SMHA of a breach thereof as to any particular transaction or occurrence. **WARRANTIES:** Vendor warrants articles supplied under this order conform to specifications herein, will be free from any defects in material, design or workmanship and are fit for the purpose for which such goods are ordinarily employed, however if a special condition, or

Stark Metropolitan Housing Authority General Terms and Conditions

particular purpose is stated, the material must also fit that condition or purpose. Furthermore, Vendor warrants that no services, products or supplies provided for under this Purchase Order will infringe upon the intellectual property rights of any third party. Vendor shall indemnify SMHA fully for any loss, direct damages, and claims by third parties based on a breach, whether actual or perceived, of any warranty contained herein. Vendor shall extend all warranties it receives from suppliers to SMHA. **PAYMENT, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment, nor will the period of computation for cash discount commence until receipt of a properly completed invoice of invoiced items are received and approved for payment. Per 2 CFR Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, SMHA is not permitted to incur with Federal Funds late fees, fines, penalties, and service charges. **TAXES:** SMHA, a political subdivision of the State of Ohio, is exempt from property, sales and use taxes. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims of encumbrances of any kind. **RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein occurring before delivery, and such loss shall not release Vendor from any obligation hereunder. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower. If this order is for indefinite quantity, indefinite delivery, the price shall be firm for a period of one-year from the date the Purchase Order is issued. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Vendor warrants prices charged SMHA are not more the prices based on Vendor's catalog or published price list of commercial items sold in substantial quantities to the general public. **ACCEPTANCE:** This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing, email acceptable, by SMHA. **NON-WAIVER OF RIGHTS:** If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of SMHA to take any action or assert any right hereunder shall not be deemed a waiver of such right. **LAW AND VENUE:** This Purchase Order shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, regardless of conflicts of laws principles. Should any portion of the Purchase Order be found unenforceable due to statute or administrative or judicial decision, the operation or effect of the remaining provisions shall continue unaffected. Venue for any claim or dispute arising under this Purchase Order shall be in a court of competent jurisdiction located in Stark County, Ohio. Vendor consents to and expressly accepts the personal jurisdiction of such court. **EXAMINATION AND RETENTION OF VENDOR'S RECORDS:** a.) SMHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. b.) The Vendor agrees to include in first-tier subcontracts under this Purchase Order a clause substantially the same as in paragraph a) above. "Subcontract," as used in this clause, excludes purchase orders less than \$10,000. c.) The periods of access and examination in paragraphs (a) and (b) above for records relating to litigation or settlement of claims arising from the performance of this Purchase Order, or costs and expenses of this Purchase Order to which SMHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation claims, or

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exceptions. **NON-DISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec. 2000d – 42 U.S.C. sec 2000d-4, and the relevant federal regulation adopted pursuant to Title VI, the Vendor shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, color, sex, or national origin under any project, program, or activity supported by this Contract. **EEO REQUIREMENTS:** Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and agrees that the equal opportunity clause contained therein is incorporated in this Contract by this reference.

INDIVIDUALS WITH DISABILITIES: Vendor certifies that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. sections 793 and 794, as amended, and with the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., regarding its programs, services, activities, employment practices. The Vendor agrees that the Affirmative Action Clause of section 503 of the Rehabilitation Act is incorporated herein by this reference. **OSHA:** Vendor agrees to comply with the conditions of all applicable federal and state occupational and/or industrial safety and health acts, such as the Federal Occupational Safety and Health Act of 1970 (OSHA), the Ohio Revised Code, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless SMHA from all damages assessed against SMHA as a result of Vendor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply. **PREVAILING WAGES:** For federally funded Purchase Orders where Vendor will be performing work subject to prevailing wage requirements, Vendor shall pay its workers not less than the prevailing wage rates and shall comply with the following regulations: (a.) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3); (b.) The Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by Department of labor regulations (29 CFR part 5); (c.) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

CLEAN AIR AND WATER: For all contracts in excess of \$150,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **PROCUREMENT OF RECOVERED**

MATERIALS: If applicable, a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Vendor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Vendor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless Vendor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this Agreement where: (1) Vendor purchases in excess

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of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, Vendor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract. **ENERGY**

EFFICIENCY: If applicable, the Vendor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of Ohio. **CONFLICT OF INTEREST:** Vendor certifies that it is in conformity with SMHA's Conflict of Interest Policy which is incorporated herein, available in full upon request, and made a term and condition of this Purchase Order.

INDEMNIFICATION: Vendor agrees to at all times defend, indemnify, and hold harmless SMHA and its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, and employees from and against any and all claims, actions, causes of actions, liabilities, losses, damages, costs, expenses, judgments or liens, including attorneys' fees, arising from bodily or personal injury, sickness, disease, death, or injury to property of any party arising directly or indirectly from, or in any way relating to, Vendor's supplying of goods and/or performance of the work whether caused in whole or in part by Vendor, its officers, employees, contractors, subcontractors, agents, or anyone for whose acts the Vendor may be liable. In any and all claims against SMHA, its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, or employees by any employee or agent of the Vendor or anyone for whose acts the Vendor may be liable, the indemnification obligation shall not be limited in any way by the limitation, if any, on the amount or type of damage compensation or benefits payable by or for the Vendor under workers' compensation, disability benefits, or other employee benefits provided by law. The provisions of this section will survive the expiration or earlier termination of this Purchase Order.

LIMITATION OF LIABILITY: SMHA shall not be liable for any indirect, incidental or consequential loss or damage of any kind including, but not necessarily limited to, lost profits. **DAMAGES:** Vendor is liable to SMHA for all actual and direct damages caused by Vendor's default. In the event Vendor fails to provide items or services as provided for hereunder, SMHA may substitute the items or services from a third party. SMHA may recover the costs associated with acquiring substitute items or services, less any expense or costs saved by Vendor's default, from the Vendor. **INSURANCE:** Except when the Purchase Order is for goods only (no services) and Vendor will not enter onto SMHA property to complete performance (a) Vendor shall maintain, at its sole expense, prior to commencing performance and throughout the term of the Purchase Order, the following insurance: (i.) Comprehensive Commercial General Liability Insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage must extend to the completed operations of the Vendor; (ii.) Automobile Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit per accident; (iii.) Workers' Compensation Insurance which meets Ohio statutory requirements; and (iv.) Employer's Liability Insurance in the amount of \$500,000 each accident and \$500,000 each disease. (b) Other than Workers' Compensation and Employer's Liability insurance, all such policies shall name the Stark Metropolitan Housing Authority as an additional insured and shall state that Vendor's insurance is primary and non-contributory in favor of the Stark Metropolitan Housing Authority. **NOTE: THE APPROPRIATE POLICY ENDORSEMENT MUST BE INCLUDED WITH THE CERTIFICATE OF INSURANCE.** (c) Prior to commencing the work, Contractor shall provide certificates of insurance evidencing the required coverage and shall submit such certificates for approval to the Stark Metropolitan Housing Authority, 400 Tuscarawas Street East, Canton OH 44702 or by email to invoices@starkmha.org. **COPYRIGHT, PATENTS, RIGHTS IN DATA:** To the extent practicable, SMHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SMHA and HUD purposes, including but not limited to, commercial exploitation (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which Vendor purchases ownership with funds awarded pursuant to this Purchase Order for the purpose of meeting the objective of

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this Purchase Order; and (c) SMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all other information, materials and documents discovered or produced by Vendor pursuant to the terms of this Purchase Order, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Agreement. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the contract meets the definition of "funding agreement" under 37 CFR 401.2(a) and one of the parties wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **TERMINATION:** SMHA may terminate this Purchase Order in whole, or from time to time in part, for SMHA's convenience at any time if it deems the Purchase Order to no longer be in SMHA's best interests, for lack of funding, for the failure of Vendor to fulfill any obligation hereunder, or for other good cause. SMHA shall terminate by delivering to Vendor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SMHA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process. If the termination is for the convenience of SMHA, SMHA shall be liable only for payment for services rendered before the effective date of the termination. If termination is due to Vendor's failure to fulfill obligations of this Purchase Order, SMHA may (1) require Vendor to deliver to it, in the manner and to the extent directed by SMHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and Vendor shall be liable for any additional cost incurred by SMHA; and (3) withhold any payments to Vendor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to SMHA by Vendor. Any dispute shall be decided by the Contracting Officer.

Signature

Date