

## The County of Santa Cruz Terms and Conditions

**INVOICING INSTRUCTIONS** -The Auditor Controller will only pay by **original invoice**. Machine or carbon copies will not be accepted unless special approval is given. Partial shipments are not to be made without prior approval of the County General Services Department, Purchasing Division. No invoices for partial shipments shall be authorized for payment, with the exception of Blanket Orders, without prior approval.

**INVOICES IN TRIPLICATE** (original and two copies) must be made to County of Santa Cruz and forwarded promptly to the **bill to address as shown on the reverse side**. Invoices must bear upon their face the order number that appears in the upper right-hand corner hereof. They must state whether they cover a complete or partial delivery and must show units and unit prices. If the price shown is a delivered price, all transportation and delivery charges must be prepaid in full. Transportation and delivery charges must not appear on the invoice. Price shown on the invoice shall match the price on the purchase order. Invoices will not be processed or approved for payment unless these requirements have been met.

**DELIVERY INSTRUCTION** - If a **specific room** is given, delivery must be made to that room number, **no exceptions** unless authorized by Santa Cruz county general services dept., purchasing division.

**HAZARDOUS SUBSTANCE** - If any product supplied and/or used in relation to filling this order contains a substance identified by the California Department of Industrial Relations as a "hazardous substance", submit two (2) copies of the materials safety data sheet as follows: one copy to be provided with the delivery of the product and the other copy is to be sent to: **SAFETY OFFICER, COUNTY OF SANTA CRUZ, 701 OCEAN STREET, RM 330, SANTA CRUZ, CA 95060**. The County of Santa Cruz is concerned about the environment and wishes to avoid ozone depleting chemicals. Vendors are requested to offer for the County's consideration suitable substitutes for any products that are potentially detrimental to the ozone layer.

### CONDITIONS

1. DO NOT substitute without the approval of the County General Services Dept., Purchasing Division.
2. No charges for transportation, containers, packing, etc. will be allowed unless they are specified in this order.
3. Political Subdivisions are not subject to Federal Excise or city sales tax.
4. Surface shipment only is authorized unless specifically stated otherwise in writing.
5. In case of default by the vendor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time of purchase.
6. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
7. The vendor shall hold the County, its officers, agents, servants and employees, harmless from liability of any nature or kind on account or the use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this order.
8. **Independent Contractors** shall exonerate, indemnify, defend, and hold harmless COUNTY, without limitation, its officers, agents employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this AGREEMENT, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, all independent contractors are solely responsible for any and all Federal, State, and Local taxes, charges, fees or contributions required to be paid with respect to CONTRACTORS and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding). If contractor is a "design professional," the indemnity protection provided by this section will be as broad and comprehensive as possible, while complying with the provisions of Civil Code Section 2782.8.
9. **Independent Contractors** supplying services must carry a minimum of \$1,000,000 **Comprehensive or Commercial** liability insurance, **Auto insurance** with a minimum combined single limit of \$500,000 per occurrence for bodily and property damage if a vehicle is involved in delivery of service and Workers Compensation insurance in the minimum statutory amounts, if the contractor has employees. Contracts for professional services such as architectural and engineering services are required to carry a minimum of \$1,000,000 **Professional Liability** insurance unless waived or reduced by the County in writing.
10. The vendor will not be held liable for failure or delay in the fulfillment of the order if hindered or prevented by fires, strikes or Acts of God.
11. Equipment for stock furnished by the County to be used on this order shall be returned to the County free from damage from any cause and in accordance with all other terms and conditions of bid and order.
12. On shipments sold F.O.B. point of origin, the vendor should prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice.
13. Electrical Equipment must meet California Industrial Safety Code.
14. The balance of all partial shipments shall be back ordered unless notified otherwise.
15. Shipments not received by date required may be cancelled by purchaser without penalty.
16. If the Living Wage box on the reverse side is checked, this agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. To check these requirements you may visit the County website at: <http://sccounty01.co.santa-cruz.ca.us/gsd/Purchasing/Living Wage>.
17. **OFF-SHORE OUTSOURCING OF SERVICES:** The Contractor certifies that any work done under this Purchase Order, either by the Contractor or any Subcontractor, will be performed solely by workers within the United States.
18. The County may, at its sole option and without penalty, terminate purchase orders for services by giving thirty (30) days written notice.
19. Contractor shall not assign this purchase order without the County's prior written consent. If Contractor's business is sold, thirty (30) days prior written notice must be provided to the County, which may then, at its sole option and without penalty, terminate the contract.