

County of Santa Cruz – Purchase Order Terms and Conditions

INVOICE INSTRUCTIONS

Original invoice required. The Auditor Controller will only pay by **original invoice**. Copies will not be accepted unless specific approval is given. Except for Blanket Orders, partial shipments must not be made nor invoiced without prior approval of County General Services Department, Purchasing Division.

Invoice in duplicate. One original and one copy of the invoice must be forwarded to the “**Bill To**” address on PO face.

Include PO number. Invoices must include number that appears in the upper right-hand corner of the PO.

State partial or complete delivery. Invoice must state complete or partial delivery and must show units and unit prices.

Show shipping/handling charges. Unless price includes shipping/handling, such charges must be shown on invoice.

Invoice must match PO. Prices shown on the invoice must match the purchase order.

DELIVERY. Where a **specific room** number is given, delivery must be made to that room **without exception**.

HAZARDOUS SUBSTANCE. If product supplied or used in relation to order contains “hazardous substance” identified by California Department of Industrial Relations, supplier must submit 2 copies of Materials Safety Data Sheet as follows:

1. One copy with the product; and
2. One copy to Co. Santa Cruz GSD, Safety Officer, 701 Ocean Street, Room 330, Santa Cruz, CA 95060

County of Santa Cruz is concerned about the environment and wishes to avoid ozone depleting chemicals. Supplier should offer for County's consideration suitable substitutes for products that are potentially detrimental to the ozone layer.

TERMS AND CONDITIONS

1. DO NOT substitute goods or services without approval of 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 Tax.
4. Surface shipment only is authorized unless specifically stated otherwise in writing.
5. In case of default by the Supplier, County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to Supplier, the difference between the price named in the contract or purchase order and the actual cost thereof to County. Prices paid by 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 Supplier.
7. The Supplier shall hold 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, all other legal costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it at any time 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 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 County in writing.
10. Supplier 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 County to be used on this order shall be returned to 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 Supplier 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 canceled by County without penalty.
16. If Living Wage box on PO face is checked, this agreement is subject to provisions of County Code Chapter 2.122, requiring payment of living wage to covered employees. View requirements at: <http://sccounty01.co.santa-cruz.ca.us/gsd/Purchasing/Living Wage>.
17. **NO OFF-SHORE OUTSOURCING OF SERVICES.** Contractor certifies that work done under this Purchase Order, either by the Contractor or any Subcontractor, will be performed solely by workers within the United States.
18. County may, at its sole option and without penalty, terminate this purchase order by giving thirty (30) days written notice.
19. Contractor shall not assign this purchase order without County's prior written consent. If Contractor's business is sold, thirty (30) days prior written notice must be provided to County, which may then, at its sole option and without penalty, terminate the contract.
20. County shall have 30 days from the receipt of an invoice to make payment unless otherwise stated in the purchase order.
21. The laws of the State of California shall apply to any disputes concerning the Terms and Conditions herein.