

**CITY OF MOUNTAIN VIEW**  
**SHORT FORM PURCHASE ORDER TERMS AND CONDITIONS**

1. **Acceptance.** By accepting this Purchase Order (“PO”), Seller (“Vendor”) agrees to comply with the City of Mountain View (“City”) terms and conditions set forth herein. Vendor shall sell and deliver the goods, materials, equipment, and services (“Goods and Services”) described at prices set forth in this PO. Written acceptance of this PO, order acknowledgement, shipment of all or any portion, and the performance of all or any portion of the Goods and Services covered by this PO, shall constitute unqualified acceptance of all of the following terms and conditions.
2. **Time of Delivery.** Time is of the essence. Vendor shall deliver all Goods and Services by the date listed to the location specified. Failure to deliver on time shall be grounds for termination.
3. **Payment Terms.** City’s payment terms are, at a minimum, net thirty (30) days after acceptance and/or delivery of Goods and Services, and receipt of an accurate invoice, whichever occurs later. Vendor’s invoice must match the unit prices listed and must include City-approved PO number. Vendor must provide invoice on a timely basis. City is not exempt from California sales or use tax. Vendor may offer discounted payment terms on the Vendor invoice which City may accept at its discretion.
4. **Freight and Tax.** Prices quoted shall include all freight costs and ownership transfers to City at City’s location with F.O.B. destination to the designated locations. Freight or shipping charges (separate from handling) as well as California sales or use tax, if applicable, must be shown on the invoice as a separate line item.
5. **Inspection; Acceptance of Goods and Services.** All Goods and Services are subject to final inspection and acceptance by City. City may reject any Goods and Services which are not in accordance with the PO. Acceptance of all Goods and Services shall occur only after City has had a reasonable time for inspection following delivery of goods or completion of services.
6. **Business License.** For any work done within the City, prior to issuance of a Purchase Order, Vendor shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby or online at <https://www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses#GeneralBusinessLicenseApplication>
7. **Warranty.** The delivered or installed Goods and Services shall be warranted as free from defects in material and workmanship. At a minimum, all Goods and Services shall be warranted to operate satisfactorily in accordance with the requirements specifications listed on page 1 of this PO, representations of Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective Goods and Services shall be replaced or repaired at City’s location during the warranty period at no expense to City. The warranty period shall begin upon acceptance by City. If repairs cannot be made at City’s location, Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to City within seventy-two (72) hours of a call for service. If Vendor fails to comply within seventy-two (72) hours, Vendor shall provide substitute equipment of equal type and quality until City’s equipment is returned in satisfactory operating condition to City’s satisfaction.
8. **SDS.** General Industrial Safety Order 5194 requires Safety Data Sheets (SDS) be supplied, for all applicable items, with the initial delivery.
9. **Collusion and Financial Interest.** Vendor confirms it has not, directly or indirectly, colluded with any other vendor and/or offered inducements to any City officer or employee. Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which City is a party.
10. **Assignment.** This PO may not be assigned without the prior written consent of City.
11. **Termination.** This PO may be terminated at any time with ten (10) days’ written notice. City will pay only for Goods or Services ordered and accepted by City. Any payments made in advance will be returned to City on a prorated basis.
12. **Compliance with Law.** The design, manufacture, and/or performance of all Goods and Services shall comply with all applicable Federal and State laws and regulations.
13. **Governing Law.** This PO shall be governed by the laws of the State of California. In the event of litigation between City and Vendor, the prevailing party shall be entitled to reasonable attorneys’ fees, based on comparable fees of private attorneys practicing in Santa Clara County, and costs.
14. **Hold Harmless.** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold City, and City’s officers, employees, and agents, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from operations of Vendor or Vendor’s contractors, subcontractors, agents, or employees under this PO. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.
15. **Entire Agreement.** This PO contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this PO which are not fully expressed herein. If the attachments or exhibits to this PO, if any, are inconsistent with this PO, this PO shall control.