

DATE: 11/4/2015

Bid/Quote No.

Vendor No.

Toyota Forklifts of Atlanta
3111 East Ponce de Leon Ave
Scottdale, Ga 30079

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Risk Management - Attn Greg Poole
100 N. Hill
Griffin Ga 30224

Ph: 404-371-6841

Fax:

Freight is FOB
Destination
Deliveries are accepted
between the hours of
8:00 a.m. and 4 p.m.

Invoices are to be sent to requesting dept. for approval. Payment inquiries should be directed to Accounts Payable (accounting.vital@cityofgriffin.com)

*Terms: Net 30 unless otherwise specified on PO

ATTN: Greg Poole / Joseph Johnson / Bill Bosch

Phone: Fax:

-- ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. --

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Forklift Certification Training	505 - 4440 - 52 - 3701 - 0000	1	ea	899.500	899.50
Forklift Certification Training	510 - 4630 - 52 - 3701 - 0000	1	ea	899.500	899.50
	- - - -				
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	- - - -				
	- - - -				
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	- - - -				
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	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & \$\$)	- - - -	the extended totals column			

COMMENTS:

Totals: \$

1,799.00

↓ COG USE ONLY ↓	↓ COG USE ONLY ↓	
Pricing method:	Private Lines / Jaxxon Jaxxon 11/11/2015	
<input type="checkbox"/> Verbal / Phone	Dept / Requestor / Date	Purchasing / Date
<input type="checkbox"/> Email/Mail/Fax		
<input type="checkbox"/> Bid / RFP #		
<input type="checkbox"/> E-Verify Affidavit		
Vendor emailed copy?	Department Mgr / Date	Finance Director / Date
<input type="checkbox"/> Vendor Notified		
Invoice apprvd/attchd?	City Manager / Date	BOARD / Date
<input type="checkbox"/> PMT Approval		
<input type="checkbox"/> Inv Attached		

850 11/4/11

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Toyota Forklifts of Atlanta

3111 East Ponce de Leon Ave. Scottdale, Georgia 30079
404-371-6841 fax 404-378-6272

OSHA regulation 29 CFR1910.178 (l)(2)(B)iii) States

All operator training and evaluations shall be conducted by persons who have knowledge, training and experience to train powered industrial truck operators and evaluate their competence.

Toyota Forklifts of Atlanta is offering an approved Train-the-Trainer program for powered Industrial Trucks

"Ultimate Train-the-Trainer Package" A certified Safety Professional will instruct up to 2 company representatives on proper methods of training. The 2-day session includes backup materials, manuals, exams and certificates for 10 employees, model forklift and wire lift truck training aids. Forklift Operator Safety Training DVD's, *Plus* an additional DVD conveniently packaged in an aluminum case.

Customer Cost.....\$1,499.00

2nd Participant is Free!!

The Ultimate Train-the-Trainer program can be held at customers location for only \$1799.00

"Basic" Train-the-Trainer Package

Includes Training DVD for one class of equipment & Instructor Guide Only)...\$899.00

Additional Attendees\$250.00 each

Operator Safety Training DVD's (any class of equipment).....call for price

Register today! Deadline for registration one week prior to course date. Seating is limited, to reserve participation, please fill out the registration information and return with your check or fax with purchase order number to address above,

Course must be paid in full prior to receiving training materials or Trainer certificate.

Company Name City of Griffin
Address P.O. Box T City Griffin Zip 30224
Phone 770-233-2932 Fax 770-229-6619
Participant(s) Name Doug White
Tim Merritt

"Basic" Train-the-Trainer Program _____ (\$899.00) Additional Participants _____ (\$250.00)

Ultimate Train-the-Trainer Package _____ (\$1499.00) On-site customer location ☒ (\$1799.00)

2015 Schedule (Toyota Location) (Class Time 8:00 - 4:00)

Oct 29-30

____ January 29 & 30

____ March 26 & 27

____ May 21 & 22

____ July 30 & 31

____ September 24 & 25

____ November 19 & 20

P.O. # _____ CREDIT CARD (please circle) Visa, Mastercard or American Express
Account # _____ Credit Card# _____ Exp. Date _____

Training Materials, Cards & Certificates will be issued upon payment in full

Authorized Signature _____

Total Amount \$ _____

No refund for cancellation after 1 week prior to class or no-shows.

Revised 03-14-15