



General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Pricelist

FSG Schedule: 51V
Hardware SuperStore

Special Item Numbers:
341-100 – Lawn and Garden Equipment, Machinery and
Implements
341-800 – Lawn and Garden Tools

Contract GS-06F-0012R

Contract Period: September 1, 2007 through August 31, 2012

Effective 01/21/08 through 10/31/08



The Toro Company
8111 Lyndale Avenue South
Bloomington, MN 55420-1196
Phone 1-800-348-2424 x 4908 FAX(952) 887-8366
Web Site: www.toro.com
E-mail: ToroGov@toro.com

Business Size: "Large" or "Other than Small Business"

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address GSA Advantage!™ is: GSAAvantage.gov
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.*

Information For Ordering Offices

1. Special Item Numbers

- a. Special Item Numbers are shown in Paragraph 2 below.
- b. Lowest Priced Model Number: Varies by Product Category and Model/Accessory within each Special Item Number Awarded.
- c. Hourly Rate: n/a

2. Maximum Order: See table below

Special Item Number	Description	Maximum Order Threshold
341-100	Lawn and Garden Equipment, Machinery and Implements	\$120,000
341-800	Lawn and Garden Tools	\$120,000

Notwithstanding paragraph b above, the contractor shall honor any order exceeding the Maximum Order threshold in paragraph b unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

A delivery order that exceeds the maximum order threshold may be placed with the contractor selected in accordance with FAR 8.404. The order will be placed under the contract. Should an agency require items in quantities exceeding the thresholds shown above, reduced prices may be available. For more information, contact The Toro Company, Customer Service Representative, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Telephone 1-800-348-2424 x 4908 and/or FAX 952-887-8366)

For the Customer's convenience, FAR 8.404 is shown below:

8.404 Using schedules.

a. General. When agency requirements are to be satisfied through the use of Federal Supply Schedules as set forth in this subpart, the simplified acquisition procedures of Part 13, the small business provisions of Part 19 do not apply, except for the provision at 13.303-2(c)(3). Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in this subpart, are considered to be issued pursuant to full and open competition see 6.102(d)(3)). Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

b. Ordering procedures for optional use schedules--

(1) *Orders at or below the micro-purchase threshold.* Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor.

(2) *Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.* Orders should be placed with the schedule contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three schedule contractors and select the delivery and other options available under the schedule that meet the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (i) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (ii) Trade-in considerations;
- (iii) Probable life of the item selected as compared with that of a comparable item;
- (iv) Warranty considerations;
- (v) Maintenance availability;
- (vi) Past performance; and
- (vii) Environmental and energy efficiency considerations.

(3) *Orders exceeding the maximum order threshold.* Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph (b)(2) of this section and before placing an order that exceeds the maximum order threshold, ordering offices shall--

- (i) Review additional schedule contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (ii) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (iii) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

(4) *Blanket purchase agreements (BPAs).* The establishment of Federal Supply Schedule BPAs is permitted (see 13.303-2(c)(3)) when following the ordering procedures in this subpart. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

(5) *Price reductions.* In addition to the circumstances outlined in paragraph (b)(3) of this section, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

(6) *Small business.* For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(7) *Documentation.* Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or a feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

c. Ordering procedures for mandatory use schedules.

(1) This paragraph (c) applies only to orders against schedule contracts with mandatory users. When ordering from multiple-award schedules, mandatory users shall also follow the procedures in paragraphs (a) and (b) of this section.

(2) In the case of mandatory schedules, ordering offices shall not solicit bids, proposals, quotations, or otherwise test the market solely for the purpose of seeking alternative sources to Federal Supply Schedules.

(3) Schedules identify executive agencies required to use them as mandatory sources of supply. The single-award schedule shall be used as a primary source and the multiple-award schedule as a secondary source. Mandatory use of schedules is not a requirement if:

- (i) The schedule contractor is unable to satisfy the ordering office's urgent delivery requirement;
- (ii) The order is below the minimum order thresholds;
- (iii) The order is above the maximum order limitation;
- (iv) The consignee is located outside the area of geographical coverage stated in the schedule; and
- (v) A lower price for an identical item (i.e., same make and model) is available from another source.

(4) *Absence of follow-on award.* Ordering offices, after any consultation required by the schedule, are not required to forego or postpone their legitimate needs pending the award or renewal of any schedule contract.

3. **Minimum Order: \$100.00**

4. **Geographic coverage (delivery area):** Toro will provide free domestic delivery within the 48 contiguous states and Washington D.C.; and to a conus port or consolidation point for orders received from overseas activities. Delivery will be F.O.B. inland carrier, point of exportation (FAR52.247-38), with the transportation charges to be paid by the government from point of exportation to destination in Alaska, Hawaii, or the commonwealth of Puerto Rico as designated by the ordering office. The contractor shall add the actual cost of transportation to destination from the point of exportation in the contiguous state nearest the designated destination.

5. **Point(s) of production:** All items in this Price List are of domestic origin or from a NAFTA (Mexico) and NATO Country (United Kingdom). Production points are: El Paso, TX; Beatrice, NE; Riverside, CA; Shakopee, MN; Tomah, WI; Windom, MN; Chihuahua, Mexico; and Staffordshire, U.K.

6. **Statement of Net Price:** All prices shown herein are net (discount deducted) to the Government.

7. **Quantity Discounts:** Quantity Discounts are offered only for Consumer Products available under Special Item Number (SIN) 341 100 (only Snowthrowers can be combined to achieve quantity discounts), and are as follows: For single orders above \$20,000, an additional 1% discount from GSA price is available; for single orders above \$40,000, an additional 2% discount from GSA price is available.

8. **Prompt Payment Terms.** Net, 30 Days.

9. **Government Purchase Cards:**

- a. Government purchase cards are accepted at or below the micropurchase threshold.
- b. Government purchase cards are accepted at or above the micropurchase threshold.

10. **Foreign Items:** Refer to Paragraph 5 above.

11. **Time of Delivery:** Normal delivery time is up to 30 days after receipt of order; packaged delivery is up to 45 days from receipt of order.

12. **F.O.B. Points:**

Continental US	D – Destination
Alaska	G – Origin-freight paid by buyer from GBL
Hawaii	G – Origin-freight paid by buyer from GBL
Puerto Rico	G – Origin-freight paid by buyer from GBL

13a. **Ordering Instructions:** All orders placed under this Contract must be issued to:

The TORO Company
Attn: Corporate Accounts,
Government Sales
8111 Lyndale Ave South
Bloomington, MN 55420

13b. **Ordering Procedures:** For products and services, the ordering procedures can be found at: <http://pub.fss.gsa.gov/schedules/sched-so.cfm>. Information on Blanket Purchase Agreements (BPAs) can be found at <http://www.fss.gsa.gov/schedules> and a sample format can be found at [http://www.fss.gsa.gov/schedules/ug-section3.cfm#\(bpa\)](http://www.fss.gsa.gov/schedules/ug-section3.cfm#(bpa)).

14. **Payment Address:** All payments are to be made to the Contractor as shown below

**The Toro Company
36346 Treasury Center
Chicago, IL 60694-6300**

All payments shall be made to "The Toro Company" *and no other name shall appear for payment*. If the payment does not agree with the exact amount of the invoice, a notation or explanation of the differences should be made. If a copy of the invoice cannot accompany the payment, the remittance information should contain the invoice number, date, amount and explanation if the payment is not exactly as displayed on the invoice.

15. **Warranty Provision:** Commercial warranty applies to all products under this contract. Refer to your local Toro dealer/distributor for specific warranty details. Toro products contain the following equipment warranties:

- (a) Commercial Equipment: 2 Years, all engines and components
- (b) Landscape Contractor Equipment: 2 Years engine, 1 Year for components
- (c) Sitework Systems: 2 Years engine, 1 Year for components
- (d) Consumer Products: 45 Days, all products and components awarded.

OTHER THAN THE OBLIGATION OF TORO EXPRESSLY SET FORTH HEREIN, TORO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TORO SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT, OR FOR THE LOSS OF USE OF THE EQUIPMENT.

The statement above does not affect the Government's rights under the 'Inspection' and 'Disputes' clauses.

16. **Export Packing Charges:** Not available under this Contract.

17. **Terms and conditions of Government purchase card acceptance:** Contractor will accept government purchase card for orders of \$2,500 or less – optional above. Contact contractor for acceptance of larger orders

18. **Terms and conditions of rental, maintenance, and repair:** Not Applicable

19. **Terms and conditions of installation:** Not Applicable.

20. **Terms and conditions of repair parts:** Not applicable.

- a. **Terms and conditions for any other services:** Not Applicable

21. **List of service and distribution points:** Refer to Pages 72 - 75 for participating dealer service points.

22. **List of participating dealers:** Refer to pages 72 - 75 for participating dealers nearest to Agency locations.
23. **Preventive Maintenance:** Not Applicable.
24. **Environmental Attributes:** Not applicable.
25. **DUNS Number:** 006477400 **Tax ID Number:** 41-058-0470 **Cage Code:** 1ZCNO
26. **Central Contractor Registered (CCR)**
27. **Net Billing:** All invoices will reflect net billing, discounts deducted.
28. **Purchase of Incidental, Non-Schedule Items:** For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.
29. **Certification of Federal Cost Reimbursement Type Government Contractors:**
 - a. All orders authorized by U.S. Government Agencies in accordance with FAR 51.100 concerning the 'Use of GSA Supply Sources by Contractors' and placed by Federal Government prime (only) cost reimbursement type contractors under this GSA Contract, shall be accompanied by a copy of the Government authorization. Every purchase order shall contain a statement as follows: *"This order is placed pursuant to written authorization from (Name of government Agency),.....
....., a copy of which is attached."*
 - b. Prime cost reimbursement type contracts (and cost reimbursement type subcontractors) certified and using this contract as a source of supply will use items ordered only in the performance of the cost type Federal Contract and shall notify Toro promptly in writing in the event that the authorization furnished hereunder is terminated. When authorization is terminated, Toro shall commence billing under commercial prices.
 - c. Contractors placing orders with Toro not containing the required certification will be billed at the appropriate commercial (non GSA contract) prices.
 - d. Fixed price contractors and Federal grantees are *not* permitted to use this contract as a source of supply.
 - e. Title to equipment purchased by authorized Prime Contractors will pass to the Contractor. Transfer of title to the Government will be the responsibility of the Contractor placing the order.
29. **State and Local Taxes:** The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the products or services furnished under this contract. Taxes so excluded from the contract price pursuant to the preceding sentence shall be separately stated on Contractor's invoices and the Government agrees either to pay the Contractor amounts covering such taxes or to provide evidence necessary to sustain an exemption therefrom.
30. **Order of Precedence:** Orders placed under this Contract shall be governed by the prices and terms of this Contract only, irrespective of any prices or terms appearing on order documents.