



COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

**MODIFICATION #1
TO
MASTER AGREEMENT # 61514
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
THE TORO COMPANY**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and The Toro Company, a Wisconsin company, hereinafter referred to as the "Contractor" or "The Toro Company", relating to the modification of Master Agreement # 61514 effective November 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to add the "FEDERALLY IMPOSED TARIFFS" Term and Condition to the Master Agreement. All changes are effective at date of modification execution and shall be included in any subsequent modifications.

- A. Reference:** Master Agreement# 61514, "Changes to the Contract." Add Master Agreement Term and Condition: "FEDERALLY IMPOSED TARIFFS".

FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff") on an imported good that results in an increase in Contractor's costs to a level that renders performance under this Agreement impracticable, the Lead State may agree to an increase to the Master Agreement price for the affected good. No increase in price may exceed 25% of the additional tariff imposed on the goods imported or purchased by Contractor that are provided to Participating Entities and Purchasing Entities under this Agreement.

Prior to the Lead State agreeing to a price increase pursuant to this Section, Contractor must provide to the Lead State the following documentation, all of which must be satisfactory to the Lead State:

- evidence demonstrating: (i) the unit price paid by Contractor as of the effective date of Contractor's most up-to-date contract pricing for the good or raw material used to furnish the goods to the Lead State under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Lead State to verify that the tariff is the cause of the price change.
- a certification signed by Contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Lead State at a lower cost from a different source located outside of the country against which the tariff has been imposed or a lower-cost source located in the country against which the tariff has been imposed.
- a certification signed by Contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that Contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Lead State, written instructions authorizing the Lead State to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by Contractor.

If the Lead State agrees to a price increase pursuant to this Section:

- in the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Master Agreement price shall be reduced by the same amount and adjusted accordingly; and

- Contractor shall provide, at least once every ninety (90) days, or more frequently upon reasonable request from the Lead State, updated documentation justifying the continued need for the increased pricing, which shall include evidence of the continuing applicability and impact of the tariff and shall be subject to review and approval by the Lead State.

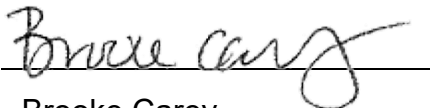
Any material misrepresentation of fact by Contractor relating in any way to an increase in pricing due to tariffs is a default under this Master Agreement and shall be subject to the remedies set forth herein, in addition to any other claim or remedy available to the Lead State, Participating Entities, and Purchasing Entities by law. Furthermore, any material misrepresentation of fact by Contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Commonwealth and subject Contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

The foregoing is the complete and final expression of the parties' agreement to modify Master Agreement # 61514 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

THE TORO COMPANY

BY:



NAME:

Brooke Carey

Printed Name

TITLE:

Contracts Manager

DATE:

05/23/2025

COMMONWEALTH OF VIRGINIA

BY:



NAME:

Anna S. Croak, VCA, VCO

Printed Name

TITLE:

Statewide Sourcing & Contracting Officer

DATE:

