



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 the Agreement impracticable, Rogue Community College may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to Rogue Community College under this Agreement.

Prior to Rogue Community College agreeing to a price increase pursuant to this Section, the contractor must provide to Rogue Community College, the following documentation, all of which must be satisfactory to Rogue Community College:

- Evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to Rogue Community College 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 Rogue Community College 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 Rogue Community College at a lower cost from a different source located outside of 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 the contractor would otherwise be unable to perform under this Agreement without such price increase.
- As requested by Rogue Community College, written instructions authorizing Rogue Community College to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If Rogue Community College agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and Rogue Community College and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to Rogue Community College, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, Rogue Community College shall have the right to terminate this Agreement for Rogue Community College's convenience upon 15 days' written notice to contractor.