**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, Stafford Schools 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 Stafford Schools under this Agreement.

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

* 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 Stafford Schools 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 Stafford Schools 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 Stafford Schools 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 Stafford Schools, written instructions authorizing Stafford Schools to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If Stafford Schools 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 Stafford Schools and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to Stafford Schools, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.
* Notwithstanding anything to the contrary in this Agreement, Stafford Schools shall have the right to terminate this Agreement for Stafford Schools’ convenience upon 15 days’ written notice to contractor.
* In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in Stafford Schools’ contract price shall be reduced by the same amount and adjusted accordingly.
* Any material misrepresentation of fact by contractor relating in any way to Stafford Schools’ payment of additional sums due to tariffs shall be fraud against the taxpayer’s of the Commonwealth of Virginia and subject contractor to the maximum damages permitted by the Virginia Fraud Against Taxpayers Act.