

IDAHO ENVIRONMENTAL COALITION, LLC

SUPPLEMENTAL PROVISIONS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

1. DEFINITIONS – See General Provisions

2. ORDER OF PRECEDENCE

Any discrepancies or inconsistencies in shall be resolved by giving precedence in the following order:

- i. Amendments (e.g., Modifications/Changes)
- ii. Contract Agreement (e.g., Subcontract, Purchase Order, and Release or Task Orders)
- iii. Statement of Work, Technical Specifications, and Drawings
- iv. Prime Contract Flowdown Clauses for Commercial Products and Commercial Services
- v. Supplemental Provisions for Material and Equipment Purchases
- vi. Supplemental Provisions for On-Site Services
- vii. Supplemental Provisions for Management of Government Property
- viii. Supplemental Provisions for Commercial Products and Commercial Services
- ix. General Provisions
- x. Other forms, supplemental provisions, documents, exhibits, and attachments

3. CONTRACT TYPE

This Order is a Commercial Product, Commercial Services, Commercially Available Off-the-Shelf (COTS), or Nondevelopmental item as defined in FAR 2.101. This Order shall become binding when the Subcontractor returns a signed copy, Subcontractor sends an acknowledgement of the Order, shipment of Goods, or other performance in connection with the Order.

4. CHANGES/MODIFICATIONS

4.1 Change Terms

- 4.1.1 The Company's SA or the Company's Subcontract Manager are the only individuals authorized to bind the Company contractually in performance of Work under this Order.
- 4.1.2 Any failure by Subcontractor to assess requirements described in the Work shall not be accepted as a basis for entitlements to an equitable adjustment pursuant under this Article.
- 4.1.3 No Subcontractor claim is allowed after final payment under this Order.
- 4.1.4 The Subcontractor shall continue performing Work while any Subcontractor Modification request is pending except as may be directed by the Company's SA. However, the Subcontractor shall not start the additional Work until the Company provides written approval.
- 4.1.5 If the Work is reduced by modification, such action will not constitute a claim for damages based on loss of anticipated profits. However, failure to agree to any adjustment shall be a dispute within the meaning of the Article of these General Provisions entitled "Disputes."
- 4.1.6 Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the Parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in price or period of performance.
- 4.1.7 The Company shall not be liable for, and Subcontractor hereby waives, any claim or potential claim in which Subcontractor did not report a modification in accordance with the provisions of this Article.

- 4.1.8 Except as may be expressly set forth in this Order and with the government contracting officer's express consent, this Subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

4.2 Changes

- 4.2.1 If Subcontractor knows or should have known of a change, revision, addition, or deletion of the Work, the Subcontractor shall give Company written notice within five (5) calendar days after the happening of any event which Subcontractor believes may give rise to an adjustment in Price and/or Schedule.
- 4.2.2 Within thirty (30) calendar days after such notice, the Subcontractor shall supply the Company's SA with a completed Information Review/Change Order ("IRCO Form"), FRM-2210, to provide information regarding any modification supporting Subcontractor's request, including a detailed estimate of the adjustment in SOW, Price, schedule, and/or Lower-tier Subcontractors. Subcontractor shall utilize the approved rates outlined in this Order.
- 4.2.3 Upon receipt of the IRCO Form, the Company shall review and submit it to the DOE for approval, if applicable. Any Price or Schedule adjustment granted to Company by DOE relating to the Order, is a condition precedent to any obligation by Company to sign a modification.
- 4.2.4 If DOE approves the Modification request, Company shall issue a written Modification to this Subcontract which will be effective once signed by both Parties. If DOE does not approve the Modification Request, Company, at its sole discretion, may sign a written modification.
- 4.2.5 No Subcontractor claim is allowed after final payment under this Order.
- 4.2.6 The Subcontractor shall continue performance of this Order while any modification request is pending. However, Subcontractor shall not start the additional work until the Company's SA provides written approval.

4.3 Material/Equipment Changes

- 4.3.1 No substitutions to Goods shall be made in this Order without the prior written consent of the Company.
- 4.3.2 The Company shall have the right by written direction to make changes to the specification and drawings for goods or services covered by this Order.
- 4.3.3 If Subcontractor believes that such change affects the price or delivery date for such goods or services, Subcontractor shall so notify Company in writing (with adequate supporting documentation) within five (5) working days after receipt of said written direction. Subcontractor shall suspend performance of the change unless thereafter released in writing by Company to perform said change, and Company and Subcontractor shall mutually agree in writing upon an equitable adjustment in the Price and/or delivery date to reflect the effect of such change.
- 4.3.4 Subcontractor's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) working days after Subcontractor receives direction to make such changes. Subcontractor shall not suspend performance of the unaffected portion of this Order while Company and Subcontractor are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Company. If released in writing by the Company, Subcontractor shall comply with and perform such changes in accordance with the terms of this Order during the time Subcontractor and Company require to mutually agree upon an equitable adjustment. No agreement or understanding modifying the conditions of terms of this Order shall be binding upon Company nor will extra compensation be paid by Company unless the agreement or understanding is made in writing.

4.4 Subcontractor Change Request

- 4.4.1 Subcontractor may submit an IRCO Form if Subcontractor knows or should have known of a change, revision, addition, or deletion of the Work, Subcontractor shall give the Company written notice within five (5) calendar days after the happening of any event which Subcontractor believes may give rise to an adjustment in Price, schedule or any other terms or conditions.
- 4.4.2 Upon receipt of the IRCO Form, the Company shall review and submit it to the DOE for approval, if applicable. Any Price or Schedule adjustment granted to Company by DOE relating to the Work, is a condition precedent to any obligation by Company to sign a change/modification.
- 4.4.3 If DOE approves the Modification request, Company shall issue a written Modification to this Order which will be effective once signed by both Parties. If DOE does not approve the Modification Request, the Company, at its sole discretion, may sign a written modification.

4.5 Delays and Extension of Time

- 4.5.1 Time is of the essence for this Order. The Subcontractor shall take adequate measures to deliver Goods and services within time limits for meeting the specified shipping date(s) which are set forth in this Order. The Subcontractor shall promptly notify the Company's SA of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to the Company.
- 4.5.2 If the Subcontractor intends to file a claim for a time extension for a delay, it will, within forty-eight (48) hours of the occurrence, give written notice of the claim to the Company's SA stating the circumstances, the possible extension involved, and the reasons for the claim.
- 4.5.3 Within seven (7) calendar days after the cause of delay has been remedied, the Subcontractor will give written notice to the Company's SA of the actual time extension requested.
- 4.5.4 Within fifteen (15) calendar days after the Subcontractor submits to the Company's SA a specific written request for a time extension, the Company will make the final decision on the request for a time extension.
- 4.5.5 No time extension will be considered for weather conditions in the area in which the Work is being performed unless determined by the Company's STR to warrant such extension. Unusual weather conditions, if determined by the Company to be of a severity that would stop all progress of the Work, may be considered as cause for a time extension.
- 4.5.6 Delays in delivery of equipment or material purchased by the Subcontractor or its Lower-tier Subcontractors (including Company-selected equipment) or failure of the Subcontractor or its Lower-tier Subcontractors to perform will not be considered as a just cause for a delay unless the Company was responsible for causing the delay rather than the Subcontractor. The Subcontractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials, unless the Company caused impact beyond the Subcontractor's control.

5. INSURANCE

The requirements of the Insurance Article outlined in the General Provisions do not apply to Subcontractors for supplies where no on-site work is performed. "On-site work" does not include normal delivery of supplies to the site. If there is on-site work, Subcontractor shall comply with the Insurance requirements outlined in the General Provisions.

END OF SUPPLEMENTAL PROVISIONS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES