

**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.



