IDAHO ENVIRONMENTAL COALITION, LLC

SUPPLEMENTAL PROVISIONS FOR MATERIAL AND EQUIPMENT PURCHASES

1. DEFINITIONS – See General Provisions

2. ORDER OF PRECEDENCE – See General Provisions

3. CONTRACT TYPE

3.1 This Order concerns the purchase of Goods. This includes the purchase or when Goods are used or purchased in accomplishing the Work under this Order. 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.

3.2 Any reference to Subcontractor's quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document. Further, any invoice, acknowledgment or other communication issued by Subcontractor in connection with this Order shall be construed to be for record and accounting purposes only. Any provisions stated in such communication shall not be applicable to this Order and shall not be considered to be Subcontractor's exceptions to the provisions of this Order. Trade custom and/or trade usage is superseded by this Order and shall not be applicable in the interpretation of this Order.

3.3 Anything that may be called for in the specifications and not shown on the drawings or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. The Subcontractor shall immediately submit the matter to the Company's SA for its determination and shall comply with the determination of the Company in such matter.

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. 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. SUBCONTRACTOR OBLIGATIONS

5.1 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.

5.2 Title

Unless specified elsewhere in this Order, title to the Goods shall pass to the DOE upon delivery, acceptance, or installation, regardless of when the Company takes physical possession.

5.3 Government Property

In accordance with the Prime Contract, when Government Property is purchased in accomplishing the Work under this Order, the care and custody being consistent with FAR clause 52.245-1 (Jan 2017).

5.4 Security Insert

If Company makes any advance or progress payment to Subcontractor under this Order, upon Company's request, Subcontractor agrees to execute a security agreement and financing statement (both in form satisfactory to Company) granting a security interest to the Company effective in all states of fabrication or manufacture in the proceeds, raw materials and goods which are purchased, manufactured, or otherwise obtained pursuant to the Order.

5.5 Hazardous Materials Identification and Material Safety Data - See Prime Contract Flowdown Clauses.

5.6 Electrical Material, Component, and Material Requirements

5.6.1 Electrical material, components, and material shall have a mark indicating acceptance by a UL or other Nationally Recognized Testing Laboratory (NRTL) as recognized by OSHA.

5.6.2 Electrical items and equipment received under this Order shall exhibit legible amperage and voltage ratings, operating parameters, and the product manufacturer's label and identification. Items shall be supplied in the manufacturer's original packaging, and as applicable to the item, exhibit a Nationally Recognized Testing Laboratory (NRTL) label [e.g., Underwriters Laboratory (UL), Factory Mutual (FM), Canadian Safety Association for use in the U.S. (CSA for U.S.)] Any questions will be directed to ICP Electrical Authority Having Jurisdiction (AHJ). The ICP Electrical AHJ is still required to initiate the required AHJ determination when accepting other than an NRTL listed item. (Note: Conforming to European (CE) is not an acceptable NRTL within the DOE complex (QC-45).

5.7 Sustainable Acquisition Products and Services

In the performance of this Order, the Subcontractor shall specify, furnish, and use sustainable acquisition products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Order requirements and the intended end use of the products or services. Information on sustainable acquisition products and services is available at: http://www.epa.gov/opptintr/epp/.

5.8 Supplier Quality Surveillance ("SQS") Inspection and Expediting*

5.8.1 The Subcontractor shall be responsible for the performance of all activities affecting quality and schedule, including those of its Lower-Tier Suppliers. The Company shall have the right to reject any Goods which fail to conform to the specifications or other requirements under which they were purchased or to proper standards of workmanship. Company reserves the right to review Subcontractor's Quality Assurance and Quality Control Procedures. Subcontractor's quality plan submittal requirements, if applicable.

5.8.2 Goods are subject to inspection, expediting, audit of quality plan implementation, and witnessing of Subcontractor testing by the Company's, the DOE, its representatives and/or agents, who shall be granted access to all parts of the Subcontractor's facilities or Subcontractor's Lower-tier Supplier's facilities engaged in the performance of this Order. The representative's inspection and witnessing of testing, or lack of inspection and, witnessing of testing or response, shall in no way

release the Subcontractor from any obligations related to this Order. Further, Subcontractor is responsible for obtaining and submitting Quality Plans as required from its Lower-Tier Suppliers.

5.8.3 Subcontractor and/or its Lower-tier Suppliers will notify Company at least five (5) calendar days in advance of the date inspection or test can be made. If for any reason the date should be set back, the Subcontractor shall telephone, wire, or facsimile Company immediately. **NOTE: THE SUBCONTRACTOR SHALL NOT SHIP THE GOODS ON THIS SUBCONTRACT WITHOUT EITHER COMPANY'S FINAL INSPECTION OR A WRITTEN WAIVER OF INSPECTION FROM COMPANY. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A REJECTION OF THE GOODS, WITH SUBSEQUENT RETURN OR OTHER ACTION AT SUBCONTRACTOR'S COST.**

5.8.4 Complete and accurate information is required to maintain the overall schedule. Unless otherwise stated, Subcontractor shall at a minimum furnish every fourteen (14) days, status of engineering, material procurement, production, and shipping information.

6. SHIPMENT REQUIREMENTS

6.1 Shipment Terms

6.1.1 If requested, the Subcontractor shall furnish progress reports, shipping schedules, or other information as requested. If Subcontractor demonstrates the potential inability or desire to perform, anticipatory breach may be declared by the Company.

6.1.2 The shipment terms of this Order are F.O.B. destination and are included in the Order Price, unless stated otherwise within the Order. The Subcontractor shall be responsible for arranging all shipments of Subcontractor supplied materials and equipment to the site of the Work and shall consign such shipments to itself as Consignee at the project shipping address, freight fully prepaid. The Subcontractor shall be responsible for making demurrage agreements and settlement with carriers for its shipments. The Subcontractor shall bear the risk of loss, destruction, or damage to the supplies until delivered at the designated delivery point, regardless of the point of inspection.

6.1.3 If the Order specifies F.O.B. origin, the shipment costs shall be pre-paid and added to the Order price. Since the Subcontractor is doing pre-paid and added for shipment, the Parties agree that the Subcontractor shall bear risk of loss or damage to Goods until delivery of conforming Goods, regardless of cause. Further, title shall not pass until acceptance by the Company.

6.1.4 After delivery to Company at the designated point and prior to acceptance by Company, Subcontractor shall be responsible for the loss or destruction of or damage to the supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of Company or the Government acting within the scope of their employment; and Subcontractor shall bear all risk of loss, destruction, or damage to rejected supplies.

6.2 Shipment Documentation

Each shipment shall be, at minimum, accompanied by the following documents traceable to the items comprising the shipment. Failure to provide these documents as applicable may, at the least, result in delayed payment of invoices and can result in rejection of the shipment and return of the shipment to the Subcontractor at the Subcontractor's own expense.

- Subcontractor's Inspection Report(s) and/or Quality Control/Inspection/Test Data
- Subcontractor's Certificate(s) of Compliance
- Bill of Materials/Packing Slip
- Itemized packing lists

6.3 Partial Shipment

Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of Subcontractor severable. Unless stated in this Order, no charge will be allowed for packing, shipment, or handling. The Subcontractor shall pay for damaged goods resulting from improper packing or marking. Itemized packing lists must accompany each shipment. The Company's count will be accepted as final and conclusive on shipments not accompanied by Subcontractor's itemized packing list. If applicable, shipments shall be palletized to the maximum extent of palletization. Costs for palletizing are included in the purchase price. All goods received in excess of the Order requirements will be subject to return for credit at Subcontractor's expense.

7. PACKAGING AND MARKING REQUIREMENTS

7.1 Terms

7.1.1 Subcontractor shall pay for damaged goods resulting from improper packing or marking.

7.1.2 Packages/shipments that cannot be properly identified against a Company's Order are subject to rejection and return at the Subcontractor's own expense.

7.2 Packaging Requirements

7.2.1 Unless specific packaging and shipping instructions are provided, the preservation, packaging, and packing for shipment shall be in accordance with good commercial practice and adequate to ensure acceptance by a common carrier and safe transportation at the most economical rate.

7.2.2 No charge will be allowed for the packing, shipment, or handling of Goods, unless stated otherwise in the Order.

7.2.3 If applicable, Goods shall be palletized to the maximum extent of palletization. Costs for palletizing are included in the Order price.

7.3 Marking Requirements

7.3.1 Each package, report, or other deliverable shall be accompanied with a copy of the packing list inside of the package which includes, at minimum, the following information:

i. Order Number

ii. Items listed by line number and nomenclature matching the Company's Order

iii. Indicates whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement.

7.3.2 For any package, report, or other deliverable being delivered to a party other than the Company's SA, a copy of the cover letter shall be emailed to the Company's SA. However, the Company's SA reserves the right to request a copy of the package, report, or deliverable.

7.3.3 The Company's count will be accepted as final and conclusive on shipments not accompanied by Subcontractor's itemized packing list.

7.3.4 Any Goods received in excess of the Order requirements will be subject to return for credit at Subcontractor's expense.

7.4 Security

The Subcontractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

8. DELIVERY INSTRUCTIONS

8.1 The Company reserves the right to direct Subcontractor to schedule, re-schedule, or re-sequence the delivery of Goods or services.

8.2 The Subcontractor shall provide prior written notification to the Company of deliveries and shall coordinate with the Company the arrival, unloading and release of carriers' equipment. The Subcontractor shall promptly unload its shipments and promptly release the carrier's equipment.

8.3 In the event Subcontractor is unable to promptly unload its shipment, Subcontractor shall notify Company of such inability not less than ten (10) working days in advance of arrival. The Company may, at its sole discretion, unload or arrange for others to unload such shipments for the account and risk of the Subcontractor. The Subcontractor will promptly pay the Company for such costs of unloading.

8.4 **Receiving Hours**: Monday – Thursday 7:00 A.M. - 4:00 P.M. (Excluding Company Holidays). It is the Subcontractor responsibility to check with the Company's SA of the current observed Holidays.

8.5 **Delivery Personnel:**

i. Must Be US Citizen

ii. No Prohibited Items -- Pets/Animals, Weapons, Ammunition, Explosives, Alcoholic Beverages, Controlled Substances, or Any Items Prohibited by State or Federal Law

iii. No Passengers (unless team driver)

8.6 **Delivery Personnel Information needed for Company to complete visitor badge form:**

i. Full Legal Name and Phone Number

ii. Company Name that the Delivery Personnel are driving for

iii. Arrival Date

8.7 **Delivery Locations:**

Yellowstone Warehouse
1745 N. Yellowstone Highway
Idaho Falls, ID 83401

INTEC 1606
Scoville, ID 83415
Warehouse Contact Numbers 208-533-6316 or 208-533-3395

INTEC 1606 Directions:
From Highway 20/26 Junction go across Highway 20 onto Portland Ave. for 0.5 miles to the Main Gate
Gate GPS Coordinates 43.510970, -112.897085

Advanced Mixed Waste Treatment Project (AMWTP)
Highway 20 and Van Buren
Scoville, ID 83415
Warehouse Contact Number 208-533-6462 or 208-533-3524

AMWTP Directions:
From Highway 20/26 Junction – Travel West for 5.3 Miles then turn Left at Van Buren

Van Buren travel for 3.2 Miles then Left Turn to AMWTP, then 0.8 Miles to AMWTP Gate
AMWTP Gate GPS Coordinates 43.495227, -113.036973

Radioactive Waste Management Complex (RWMC)
Highway 20 and Van Buren
Scoville, ID 83415
Warehouse Contact Number 208-533-6462 or 208-533-3524

RWMC Directions:
From Highway 20/26 Junction – Travel West for 5.3 Miles then turn Left at Van Buren
Van Buren travel for 3.5 Miles to the RWMC Gate
RWMC Gate GPS Coordinates 43.501310, -113.035967