

**BATTELLE ENERGY ALLIANCE, LLC**  
**GENERAL PROVISIONS SUPPLEMENT**  
**FOR ITEMS/SERVICES ACQUIRED UNDER THE**  
**AMERICAN RECOVERY AND REINVESTMENT ACT**

BEA FORM  
PROC-ARRA

## INTRODUCTION:

This General Provisions Supplement is additional to other Battelle Energy Alliance, LLC (BEA) General Provisions applicable to this Purchase Order or Contract (terms used interchangeably), with the same force and effect as other General Provisions applicable to this Contract. The terms and conditions of these General Provisions and those set forth in the Contract apply notwithstanding any different or additional terms and conditions which may be submitted or proposed by Subcontractor, and Contractor objects to, and shall not be bound by, any such additional or different terms and conditions. In the event of inconsistency between this General Provisions Supplement and other General Provisions applicable to this Contract, this General Provisions Supplement shall take precedence.

### A. Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs.

Subcontractor must obtain a DUNS number (or update its existing DUNS record), and be registered with the Central Subcontractor Registration (CCR – [www.ccr.gov](http://www.ccr.gov)).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Subcontractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Subcontractor must comply with all requirements of the Act. If the Subcontractor believes there is any inconsistency between Recovery Act requirements and current Contract requirements, the issues will be referred to the Contractor for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

### B. Definitions:

For purposes of this document, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### C. Segregation and Payment of Costs

Subcontractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

### D. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

### E. Wage Rates

All laborers and mechanics employed by Subcontractor on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on

projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

#### F. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### G. Utilization of Small Business

Subcontractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

#### H. Clauses Incorporated by Reference

To assist Subcontractor in determining what provisions to insert in its lower-tier subcontracts and purchase orders, clauses required to be passed down, with value thresholds if any, are indicated by **boldface** print. Nevertheless, Subcontractor ultimately remains responsible to determine what provisions need to be passed down to its lower-tier subcontractors.

Certain Federal Acquisition Regulation (FAR) clauses are incorporated herein by reference as if set forth in their entirety. For such articles incorporated by reference, the following definitions apply:

“Contractor” means Subcontractor.

“Subcontractor” means Subcontractor’s Lower-tier Subcontractor.

“Contract” means this Purchase Order or Subcontract.

“Contracting Officer” means Contractor’s Procurement Agent.

“Government” means Contractor.

“DOE” means the U.S. Department of Energy.

The following FAR clauses are incorporated by reference as a part of this Contract:

**FAR 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010)**

FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2011) (with Alternate II)**

(FAR 52.212.5 applies when the Contract incorporates PROC-202, BEA General Provisions for Commercial Items/Services)

**FAR 52.215-2 Audits and Records – Negotiation (Oct 2010) (with Alternate I)**

**FAR 52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials (Oct 2010)**

**FAR 52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials (Oct 2010)**

(FAR 52.225.21 and FAR 52.225-22 apply to Contracts for construction less than \$7,443,000)

**FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements (Oct 2010)**

**FAR 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements (Oct 2010)**

(FAR 52.225.23 and FAR 52.225-24 apply to Contracts for construction of \$7,443,000 or more)

END OF DOCUMENT