

APPENDIX C

TRAVEL POLICY FOR CONTRACTOR PERSONNEL – FIXED PRICE CONTRACTS

In connection with furnishing the services under this agreement it may be necessary for Contractor personnel to make authorized trips from time to time on official business. It is noted that travel time is not compensable and travel by Contractor personnel will be controlled by the following rules:

- I. Travel required by Contractor personnel for performance of services at a location away from the Contractor's base must be approved by the appropriate Laboratory Division Director or his/her designee. In no case should such travel be accomplished unless it has been approved by the Laboratory.

In addition, any foreign travel charged directly shall be subject to the prior approval of the Laboratory and the Department of Energy, regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions, Puerto Rico, and Northern Mariana Island. Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, or its successor, Official Foreign Travel, or any subsequent version of the order in effect at the time of award. Requests for approval, if required, shall be submitted in accordance with DOE procedures prior to the planned departure date, be on a Request for Approval of Foreign Travel form (DOE F 551.1), and when applicable, include a notification and other requirements respecting proposed sensitive foreign nations travel.

Transportation of personnel or property outside the United States, the District of Columbia, the Commonwealth of Puerto Rico and possessions of the United States, should be on a U. S.-flag air carrier to the extent that service by these carriers is available.

In situations where it is not, a "Statement of Unavailability of U. S.-Flag Air Carriers" shall be included on vouchers indicating that a U. S.-flag air carrier was not available or the specific reasons should be given as to why it was necessary to use foreign flag air carrier service.

- II. As full reimbursement for transportation, lodging, meals, and incidental expenses incurred by Contractor personnel in connection with the performance of services away from the Contractor's base and travel authorized in accordance with paragraph I., above, the Contractor shall be reimbursed its allowable travel costs. Allowable travel costs will be determined in accordance with Federal Acquisition Regulation (FAR) 31.205-46 Travel Costs in effect as of the date of this agreement, however, the foregoing notwithstanding each expenditure of \$75.00 or more must be supported by a receipt. Contractors will only be reimbursed for a travel expenditure of \$75.00 or more that is

supported by a receipt. Additional information regarding per diem rates and other travel related information can be located at <http://www.gsa.gov/travel>.

Accounts, Records, and Inspection (Dec 2010)

- a. **Accounts.** The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.
- b. **Inspection and audit of accounts and records.** All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.
- c. **Audit of subcontractors' records.** The Contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.
- d. **Disposition of records.** Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 970.5204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

- e. Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.
- f. Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.
- g. Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- h. Comptroller General.
 - 1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's or subcontractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any employee regarding such transactions.
 - 2. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 - 3. Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.