

SUBCONTRACTOR TRAVEL REQUIREMENTS

1.0 APPLICABILITY

- 1.1 These requirements apply to all cost-reimbursement, time-and materials, and labor-hour subcontracts/purchase orders/task orders (Subcontract). They also apply to those fixed-price subcontracts that have travel as a separate reimbursable line item. The CONTRACTOR will only reimburse travel costs that are specifically allowed under the Subcontract and which comply with these requirements. Notwithstanding anything to the contrary in FAR clause FAR 52.232-7, or 52.216-7, travel costs shall not be burdened with any indirect costs whatsoever, including G&A, overhead, profit, etc., unless the Subcontract expressly provides elsewhere that travel costs may be burdened with indirect costs.
- 1.2 The CONTRACTOR also may issue whole or partial reimbursement subject to a reservation of rights to reclaim any payments discovered to have been made in error.
- 1.3 The SUBCONTRACTOR'S employee assigned work location governs the allowable rates for Lodging and Meals and Incidental Expenses.
- 1.4 All travel reimbursement requests shall include an Itemized Travel Expense Report (ITER) to include the contact information and signature of the traveler. The signed ITER represents that the traveler for whom per diem costs are submitted is entitled to that per diem.

All travel costs are subject to the Federal Travel Regulation, 41 C.F.R. Chapters 300 through 304 (FTR). In the event of any conflict between these requirements and the FTR, the FTR shall govern. However, to the extent these requirements exclude or place limitations on certain types of costs, which are otherwise, allowable under the FTR, these requirements shall govern, and only the lesser amount (if any) shall be paid or reimbursed.

2.0 DEFINITIONS

- (a) Business Travel Status (Short Term Travel). SUBCONTRACTOR employees assigned to work at CONTRACTOR site for an expected period of 30 or fewer consecutive calendar days during any 365-day period.
- (b) Temporary Assignment (Long Term Travel). SUBCONTRACTOR employees assigned to work at CONTRACTOR site for a period expected to exceed 30 consecutive calendar days and fewer than 365 calendar days during any 365-day period, as further detailed in Section 4 below.
- (c) Lodging.
 - (1) Expenses for overnight sleeping facilities, baths, personal use of the room during daytime, telephone access fee, and service charges for fans, air conditioners, heaters, and fires furnished in rooms when such charges are not included in the room rate.
 - (2) When renting lodging on a long-term basis (e.g., weekly, monthly), expenses for lodging include the expenses in subparagraph (c)(1) above and: (i) the rental cost of a furnished dwelling; (ii) the rental cost of appropriate and necessary furniture and appliances (e.g., stove, refrigerator, washer/dryer, table and chairs, bed, sofa, TV, or vacuum cleaner) for an unfurnished dwelling; (iii) connecting/ disconnecting and using utilities; (iv) reasonable maid fees and cleaning charges; (v) monthly landline telephone use fees (excluding installation and long distance calls); (vi) internet and cable TV service (excluding adult entertainment channels, pay-per view, and movie rentals); and (vii) parking fees and utilities for an RV (even if owned rather than rented) when another dwelling is not obtained.
 - (3) Lodging does not include accommodations on airplanes, trains, buses, or ships; such cost is included in the transportation cost and is not considered a Lodging expense.
- (d) Meals. Expenses for breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons).
- (e) Incidental Expenses. Expenses for (1) fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses, and others on ships, and hotel servants in foreign countries; and (2) transportation between places of lodging or business and places where meals are taken.
- (f) M&IE. The combination of Meals and Incidental Expenses.
- (g) Maximum Lodging Amount ("MLA"). The maximum reimbursable amount for Lodging in effect at the time of travel for the assigned location set forth at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- (h) Maximum M&IE Rate ("MMR"). The maximum reimbursable rate for M&IE in effect at the time of travel for the applicable location set forth in (g) above for determining the MLA.

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- (i) Point of Contact (POC). SUBCONTRACTOR must designate a single POC who will be responsible for reviewing all travel reimbursement requests for compliance with these requirements before the costs are submitted to the CONTRACTOR.

3.0 EXPENSES IN BUSINESS RELATED TO TRAVEL STATUS – SHORT TERM TRAVEL

- (a) General. The CONTRACTOR will pay authorized SUBCONTRACTOR costs incurred under this SUBCONTRACT for transportation, lodging, meals, and related incidental expenses in accordance with this Section 3 and the FTR. The CONTRACTOR will reimburse no costs incurred before the date travel is authorized.
- (b) Reimbursement for Lodging.
- (1) Except as provided in subparagraph (b)(2) and paragraph (h) below, SUBCONTRACTOR will be reimbursed for actual Lodging costs to the extent that such amount does not exceed the daily MLA for the assigned location, exclusive of tax.
 - (2) In special or unusual circumstances when lodging cannot be obtained within the ceiling in (b)(1) above, the CONTRACTOR may approve reimbursement at a higher incurred cost upon SUBCONTRACTOR submission of appropriate written justification to the extent authorized by the FTR.
 - (3) Receipts for Lodging are required in accordance with paragraph (h) below.
- (c) Reimbursement for M&IE.
- (1) Except as provided in paragraph (h) below, SUBCONTRACTOR will be reimbursed for M&IE in accordance with the FTR at the MMR.
 - (2) For the days travel begins and ends, the allowance will be 75 percent of the applicable MMR.
- (d) Airfare Costs. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolonged travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified. Transportation aboard personally owned or privately-owned aircraft is not allowed, and the costs of such transportation are not reimbursable.
- (e) Motor Vehicle Costs.
- (1) Personally-owned Motor Vehicle ("POV"). If employee travels by POV, SUBCONTRACTOR will be reimbursed for the use of the vehicle to the extent that such amount does not exceed the POV mileage reimbursement rate in the FTR bulletin (available at <http://www.gsa.gov/mileage>) on the mileage between the authorized points of travel as determined in accordance with 41 C.F.R. Section 301-10.302. A variation of ten percent, if reasonable under the circumstances. Pursuant to 41 C.F.R. Section 301-10.309, SUBCONTRACTOR will be reimbursed the applicable POV rate on a mileage basis, plus per diem, not to exceed the total constructive cost of airfare plus applicable per diem.
Note: A Fly versus Drive Analysis is required when Traveler drives a Personally Owned Vehicle (POV) to the destination. The completed FRM-2465 "Fly vs. Drive Analysis" shall be provided. Traveler shall include a minimum of one fuel receipt to show proof of driving. The reimbursement will be based on mileage not fuel usage. SUBCONTRACTOR will be reimbursed the lesser of the cost of commercial airfare or mileage expense.
 - (2) Rental Cars. Rental Car expenses are allowable if the nature of the travel or the location of the business is such that the use of public transportation is not cost effective or practical and if authorized. Travelers must use the least expensive compact car available; unless one of the exceptions listed in 41 C.F.R. Section 301-10.450(c) applies and is documented. Travelers renting a car while on Contractor business travel are authorized to use the Contractor discount number of XZ24MST with National Car Rental available at <https://www.nationalcar.com/en/home.html>. The current daily rate is \$30.50. If a traveler prefers to use a car rental company, other than National Car Rental, reimbursement will be at the \$30.50 daily rate or the current authorized rate if a rate increase occurs. The Discount number is only authorized for Contractor business travel purposes.
- (f) Commuting. When the traveler's residence or regular place of business is within 50 miles (**excluding the Nevada National Security Site (NNSS)**) of the place of performance of the Subcontract work, the costs of commuting are not reimbursable, and no payments for Mileage to NNSS using POV, Lodging or M&IE will be made. Exception is for Emergency Response Services in which mileage will be paid to travel to the NNSS over the 50 mile radius. Documentation shall be provided from the STR that identifies emergency service was requested with the applicable service date and the number of miles traveled.
Note: Although the NNSS is outside 50 miles, the mileage is not considered travel as subsidized bus transportation to the NNSS is provided, unless it falls under the Emergency Response Services

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exception above. SUBCONTRACTOR may utilize the CONTRACTOR'S Commuter bus service. Contact the STR for more information.

- (g) Foreign Travel. Foreign travel is travel from the United States (including Alaska, Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States) to a foreign country and return or between foreign countries. All foreign travel is subject to the prior approval of the DOE. Requests for approval for travel to a sensitive country or involving a sensitive subject must be submitted to the CONTRACTOR at least 45 days prior to the proposed departure date. Requests for approval for travel to a non-sensitive country and not involving a sensitive subject must be submitted to the CONTRACTOR at least 30 days before the proposed departure date. Post-travel trip reports for all foreign travel must be submitted to the CONTRACTOR within 25 days after return. Forms for use in requesting approval for foreign travel and for post-trip reporting are available from the CONTRACTOR. Any official foreign travel must be authorized and processed by the Subcontract Technical Representative (STR) at least 45 days prior to travel. The STR is responsible for filling out and submitting a Request for Approval of Foreign Travel to the CONTRACTOR Foreign Travel Office. All official foreign travel must be in accordance with DOE Order 551.1C, Official Foreign Travel.
- (h) Receipts. SUBCONTRACTOR must submit with its invoice (1) itemized original receipts for Airfare Costs and associated baggage fees, Lodging, and rental car transportation regardless of cost, and (2) receipts for any authorized expenditure costing more than \$75.00.

4.0 EXPENSES ON TEMPORARY ASSIGNMENTS – LONG TERM TRAVEL

- (a) Conditions. SUBCONTRACTOR may be entitled to reimbursement for any employee working under a Subcontract if the employee is on Temporary Assignment, which means, in addition to the requirements specified above in Section 2(b), that the employee:
 - (1) Maintains a permanent residence:
 - (i) that is located more than 100 miles from the SUBCONTRACTOR site, as determined by standard mileage tables, and
 - (ii) for which the employee incurs monthly mortgage payments, rental expenses, or property taxes (if there is no mortgage); and
 - (2) Does not commute daily to the SUBCONTRACTOR work location from the permanent residence.
- (b) Limitations. All reimbursements related to Temporary Assignments will be **limited to three years** as detailed below in paragraph "Assignment Extensions". Eligibility will be calculated by using the employee's first day of reimbursement.
- (c) Reimbursement for Lodging. For the first 60 days of the Temporary Assignment, the CONTRACTOR will reimburse costs associated with Lodging at the lesser of actual cost or 100% of the MLA. After the 60th day, reimbursement will be at the lesser of actual cost or 55% of the MLA. Receipts for lodging are required to include rental/leasing agreements.
- (d) Reimbursement for M&IE. For the first 30 days of the Temporary Assignment, the CONTRACTOR will reimburse costs associated with M&IE at 100% of the MMR. After the 30th day, reimbursement will be at 55% of the MMR. No reimbursement for M&IE will be made for vacation, personal absence from work, or return trips home. Furthermore, reimbursement for M&IE will not be paid for days not worked due to illness of two or more consecutive workdays unless the absence is supported by a physician's written statement. For the days travel begins and ends, the allowance will be 75 percent of the applicable MMR.
- (e) Reimbursement for Transportation Costs.
 - (1) The CONTRACTOR will only reimburse SUBCONTRACTOR for its employees' initial transportation costs from their permanent residence to the temporary duty location and for the same trip for the final return to the permanent residence at the completion of the Temporary Assignment.
- (f) (2) Rental Cars. Rental Car expenses while on Temporary Assignment are allowable at the discretion of the CONTRACTOR, and must be identified in the task order or purchase order. Reimbursement for a rental vehicle will be made in accordance with section 3.0(e)(2) above.
- (g) Business Travel While on Assignment. Transportation, Lodging, and M&IE expenses incurred for business travel outside the temporary duty location required in the performance of the Subcontract will be reimbursed in accordance with Section 3. In addition, on-going Temporary Assignment expenses incurred to maintain a housing lease or discounted long-term hotel rate while on bona fide business travel from the assignment area are reimbursable under Section 4. M&IE will be reimbursed only under Section 3 for Business Travel Status and not under Section 4.
- (h) Return Trips Home.
 - (1) So long as at least one month remains on the assignment, the CONTRACTOR will reimburse the cost of one trip per month home (once a month not carried over if not used) to permanent residences of SUBCONTRACTOR employees (but not others in lieu of employees) who are on Temporary Assignment and who have not been relocated up to a maximum of 10 trips in a 12-month period. Evidence of actual

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travel to the permanent residence must be verified by the SUBCONTRACTOR and CONTRACTOR before reimbursement is made by the CONTRACTOR to the SUBCONTRACTOR. For SUBCONTRACTOR employees that must commute to a nearby airport, a rental car may be reimbursed if the cost is equal to or less than mileage reimbursement. A cost analysis must be conducted to demonstrate the cost of mileage vs. a rental car, to determine the most cost advantageous option. CONTRACTOR will **not** reimburse for lodging, M&IE, rental car, or other allowances for these trips while at the home location. Travel time to and from the permanent residence is not reimbursable or otherwise chargeable in any way to the Subcontract.

- (2) If a POV is used to return to the permanent residence, mileage will be paid in accordance with subsection 3.0(e)(1) above.
- (3) If airline transportation is used to return to the permanent residence, airfare will be reimbursed in accordance with subsection 3.0 above.
- (i) Assignment Extensions. If an assignment originally classified as Business Travel Status is extended such that the total assignment duration exceeds 30 calendar days, the assignment shall be reclassified as a Temporary Assignment with a deemed start date of the 31st day after the employee's first day of reimbursement for Business Travel Status.
- (j) Breaks in Temporary Assignments. As noted above in paragraph (b), the CONTRACTOR will not reimburse costs associated with Lodging, M&IE, Airfare Costs, Motor Vehicle Costs, or any other costs, after an employee has been on Temporary Assignment with the CONTRACTOR for three years. If a Temporary Assignment has a break of less than 365 days, the CONTRACTOR will treat the assignment as a continuation of the original assignment or any new subsequent assignment as continuous for purposes of the three-year cap. But, if an employee completes a two-year Temporary Assignment and returns home for more than 365 days before starting a second Temporary Assignment, the Contractor will treat the second such assignment as a new assignment for the three-year cap. (e.g., if an employee completes a two-year Temporary Assignment and returns home for more than 365 days, a subsequent two-year Temporary Assignment will restart a new three-year cap).
- (k) Receipts. SUBCONTRACTOR must submit with its invoice (1) itemized original receipts for Airfare Costs and associated baggage fees, Lodging, and rental car transportation regardless of cost, and (2) receipts for any authorized expenditure costing more than \$75.00.

5.0 RELOCATION

Relocation will be considered in lieu of travel on a case-by-case basis if an assignment period expected to exceed 365 consecutive calendar days. In this event Subcontractor may be requested to provide a cost comparison of the expected total reimbursable costs under section 4 to (1) the expected reimbursable relocation costs computed in accordance with Subcontractor's' standard corporate relocation policy, subject to the limitations contained in far 31.205-35, and to (2) the expected reimbursable temporary change of station (TCS) allowance as described in the FTR at 41 CFR §§302-3.400 to 302.3.429.

6.0 TIME IN TRAVEL

Time in travel is not paid by the CONTRACTOR. However, SUBCONTRACTOR shall compensate its employees for travel time as required by applicable laws and regulations.

7.0 FLOWDOWN

SUBCONTRACTOR must include this Subcontractor Travel Requirements in each lower-tier subcontract that requires reimbursement of travel expenses.