LAWRENCE LIVERMORE NATIONAL LABORATORY

TRAVEL EXPENSE RULES

(WITH TRAVEL RATE SCHEDULE)

1. Introduction

1.1 General

Subcontractors, including Subcontractor employees and lower-tier subcontractors, shall be reimbursed for travel expenses incurred in the performance of this Subcontract in accordance with these TRAVEL EXPENSE RULES. The applicable travel reimbursement rates are summarized in the *TRAVEL RATE SCHEDULE* attached to these TRAVEL EXPENSE RULES. If the Subcontract provides costs are to be reimbursed in accordance with the cost principles and procedures of Federal Acquisition Regulation (FAR) Part 31, 31.205-46, *Travel Costs*, these Travel Expense Rules shall apply only to the extent they supplement, not supercede, FAR Part 31.

The travel expenses shall be for official business travel between authorized points authorized by the LLNS Contract Analyst.

Subcontractors shall submit travel expense statements with its invoice for reimbursement of travel expenses, upon request. The statements shall show the purpose of the trip and dates and hours of departure and arrival between all official points of travel. Subcontractors shall also submit receipts for the travel expenses as required herein.

1.2 Definitions

- Continental United States (CONUS) Travel: CONUS travel is defined as travel within the 48 contiguous United States.
- Outside Continental United States (OCONUS) Travel: OCONUS travel is defined as travel outside the 48 contiguous United States to include Alaska, Hawaii, the commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States.
- Foreign Travel: Foreign travel is defined as travel from the United States (CONUS and OCONUS) to a foreign country and return, and travel between foreign countries.

  (NOTE: All foreign travel is subject to the prior approval of LLNS and DOE/NNSA. The Subcontractor shall notify the LLNS Contract Analyst of all required foreign travel under this Subcontract. Foreign travel requests shall be submitted to the LLNS Technical Representative at least 60 days prior to the planned departure date. Travel must occur on U.S.-Flag air carriers.)
- Innovative Mobility Technology Company: Innovative Mobility Technology Company is defined as an organization, including a corporation, limited liability

company, partnership, sole proprietorship, or any other entity, that applies technology choices, better manages demand for transportation services, or provides alternatives to driving alone. **NOTE**: Certain jurisdictions may have limits or prohibit the operation or use of innovative mobility technology companies. Subcontractor employees are expected to follow all laws, including those related to innovative mobility technology companies, as well as choose the most cost-effective level of service.

- Transportation Network Company (TNC): TNC is defined as a corporation, partnership, sole proprietorship, or other entity, that uses a digital network to connect riders to drivers affiliated with the entity in order for the driver to transport the rider using a vehicle owned, leased, or otherwise authorized for use by the driver to a point chosen by the rider. It does not include a shared-expense carpool or vanpool arrangement that is not intended to generate profit for the driver. **NOTE**: Certain jurisdictions may have limits or prohibit the operation or use of TNCs. Subcontractor employees are expected to follow all laws, including those related to TNCs, as well as choose the most cost-effective level of service.

2. Transportation Expenses

2.1 Travel Airfare

Reimbursement for travel airfare shall not exceed the lowest priced commercial coach airfare available to the Subcontractor during normal business hours, except when such accommodations are not reasonably available. Subcontractors should use practical, prudent and sound business judgement when booking air travel reservations, including advanced planning of travel, to the extent possible, to allow adequate time to secure the best available fare. Subcontractors shall book non-refundable airfares to the extent possible. Subcontractors shall retain copies of pricing quotes from resources utilized when booking travel airfare, including, but not limited to, travel agents, corporate travel service providers, or online resources, to substantiate the lowest priced commercial airfare available to the Subcontractor at the time of booking and furnish this documentation to LLNS upon request.

LLNS may reimburse costs that exceed the lowest priced commercial coach airfare available to the Subcontractor during normal business hours when such accommodations would:

- Require circuitous routing
- Require travel during unreasonable hours
- Greatly increase the duration of the flight
- Result in additional costs that would offset the transportation savings
- Be reasonably inadequate for the physical or medical needs of the traveler (requires physician or other medical professional's letter confirming the need for such exception).

Subcontractors shall document and provide justification for costs in excess of the lowest priced commercial coach airfare during normal business hours, identifying the

applicable condition(s) noted above. Subcontractors shall provide such documentation to LLNS upon request.

Failure to provide any requested documentation may delay payment, result in disallowance, or cause previously paid travel expenditures to be deemed unallowable, requiring the Subcontractor to reimburse LLNS.

The LLNS Contract Analyst must approve the use of business-class or first-class accommodations in advance for reasons other than those stated above.

Subcontractors are not authorized to use private aircraft or charter airplanes for such travel.

Special-fare tickets (e.g., excursion fare) shall be purchased for the entire trip whenever itineraries make this practicable.

Frequent flyer credits used towards airfare for official business are not reimbursable expenses.

Note: Expedited travel programs, such as early or pre boarding fees, Transportation Security Administration (TSA) PreCheck, Global Entry, and CLEAR, are not required for travel and are not reimbursable expenses.

2.2 Private Automobile Expenses

Reimbursement for travel by private automobile shall be the lesser of the appropriate commercial coach-class airfare between the authorized points or the mileage allowance specified in Section A. of the *TRAVEL RATE SCHEDULE*.

The mileage allowance shall be based on odometer readings between authorized points by the most direct route. Additional mileage may be allowed when the traveler is forced to use an indirect route. The additional mileage must be fully explained; otherwise, only the direct mileage shall be allowed. The total mileage shall not exceed by more than five percent the driving distance indicated at the following website, http://www.mapquest.com/ or contact the LLNS Contract Analyst for assistance.

The mileage allowance shall be per automobile and shall not be increased, regardless of the number of persons transported. It shall cover all related transportation costs and operating expenses including repairs, towing, tires, gasoline, oil, insurance, and depreciation. Such expense items shall not be reimbursed separately.

Reimbursement for travel by private automobile to and from a residence and local airports shall be by the mileage allowance specified in Section A. of the *TRAVEL RATE SCHEDULE*.

2.3 Rental Car Expenses

Unless otherwise approved by the LLNS Contract Analyst, reimbursement for travel by rental car shall be limited to the actual, reasonable cost for a compact size automobile, supported by receipts. LLNS will reimburse costs for other than compact size automobile in limited situations, supported by documentation (e.g., the Subcontractor demonstrates that the pricing for the larger sized automobile is equal to or lesser than the pricing for the compact size automobile through submission of quotations from the time of booking).

The cost of a Global Positioning System (GPS) may be reimbursable if the Subcontractor provides justification that it is necessary for official use. Such expense must be authorized in writing in advance by the LLNS Contract Analyst.

The following costs/expenses shall not be reimbursable:

- Liability, collision, or personal accident insurance
- Prepaid refueling
- Electric Vehicle rental, unless no other vehicles are available (provide documentation to support that no other vehicles were available)
- Other related charges, including, but not limited to satellite radio, Frequent User surcharges, or upgrades
- Loyalty program credits used toward a rental car

Any personal mileage must be indicated and deducted on the Subcontractor's travel expense statement.

2.4 Public Ground Transportation Expenses

Reimbursement for travel expenses (i.e., fares and tips) associated with public ground transportation (e.g., bus, streetcar, subway/metro, taxi, and airport shuttle) utilized during official business shall:

- be limited to the actual, reasonable cost,
- be in accordance with Section B. of the *TRAVEL RATE SCHEDULE,* and
- not exceed the amount of airfare the Laboratory would have paid had the traveler traveled by air.

If the public ground transportation offers multiple levels of service, reimbursement shall not exceed the coach level of service.

Costs associated with renting electric scooters/bicycles are not reimbursable transportation expenses.

2.5 Parking Expenses

Reimbursement for parking while traveling on official business or for private automobile at local airports shall be reimbursable at the actual, reasonable cost, in accordance with Section C. of the *TRAVEL RATE SCHEDULE*.

2.6 Ride-sharing (i.e., Innovative Mobility Technology Company or Transportation Network Company) Expenses

Use of an innovative mobility technology company or a transportation network company (e.g., Uber and Lyft) while traveling on official business shall be reimbursable at the actual, reasonable cost, in accordance with Section G. of the *TRAVEL RATE SCHEDULE*.

2.7 Car-sharing (i.e., Turo, Zipcar) Expenses:

Car-sharing expenses (i.e., Turo, Zipcar) while traveling on official business shall not be reimbursable.

3. Lodging Expenses

3.1 Reasonable expenses for normal travel lodging for CONUS, OCONUS, and Foreign travel shall be reimbursable at actual cost, up to the applicable Maximum Lodging Rates stipulated in the Federal Travel Regulation (FTR) for the applicable key city/location, in accordance with and subject to Section D. of the *TRAVEL RATE SCHEDULE*. (The FTR is in Title 41 Code of Federal Regulations (CFR), Chapters 300 through 304.)

In the event government rates are not offered or lodging expenses have escalated as a result of special events (e.g., conventions, natural disasters, etc.), the Subcontractor may request reimbursement for actual lodging expenses in excess of the applicable Maximum Lodging Rate in accordance with the following.

- CONUS lodging expenses shall not exceed 300% of the applicable CONUS Maximum Lodging Rate and shall be subject to **pre-approval** by the LLNS Contract Analyst. Any such request shall substantiate the basis for the escalated costs and shall be supported by receipts.
- For extended travel, OCONUS and Foreign travel, lodging expenses that exceed the Maximum Lodging Rates shall be negotiated between the LLNS CA and the Subcontractor.

3.2 When accommodations are shared with other than an official traveler, reimbursement shall be limited to the cost that would have been incurred if traveling alone. If luxury accommodations are used for personal reasons, reimbursement shall be limited to reasonable single accommodations normally used in the immediate vicinity of LLNS or other work location.

3.3 Lodging expenses for house-sharing platforms (e.g., Airbnb) shall not be reimbursable.

4. Meals and Incidental Expenses

4.1 Reasonable expenses for normal meals and incidental expenses (M&IE) for CONUS, OCONUS, and Foreign travel shall be reimbursable at the M&IE per diem rate

stipulated in the FTR for the applicable key city/location, in accordance with and subject to Section E. of the *TRAVEL RATE SCHEDULE*.

The M&IE per diem rate shall apply on a daily or proportional basis, as stipulated in the *TRAVEL RATE SCHEDULE*. For extended travel, the maximum rate for reimbursement of M&IE shall be negotiated between the LLNS CA and the Subcontractor.

For meals that are provided at no cost to the traveler, including, but not limited to, meals furnished by LLNS or meals included in a conference/registration fee, the amount claimed for M&IE must be adjusted to deduct the meal accordingly based on the M&IE breakdown amounts for the business location. A "meal" is defined as a continental breakfast, breakfast, lunch, or dinner and does not include meals provided by common carriers or complimentary meals provided by hotels. Failure to properly deduct provided meals may result in disallowance of the associated costs.

4.2 The term "incidental expenses" shall be defined as those necessary and related expenses incurred while on travel for: fees and tips to waiters, waitresses, porters, baggage handlers, maids, etc.; telephone and fax charges for reserving lodging and/or confirming transportation; and other such expenses.

4.3 The term "travel" shall mean from the quarter of the day during which the travel commences to the quarter of the day on which the travel terminates.

5. Miscellaneous Travel Expenses

Other travel expenses authorized or approved by the LLNS Contract Analyst as a miscellaneous expense will be reimbursed at the actual, reasonable cost.

6. Pro-Rating of Expenses and Cancellation Charges

When the travel is also for another organization or for personal reasons, all related travel expenses and allowances shall be equitably prorated. The related expense statement shall clearly explain all items of cost, including the periods of time, dates and hours.

Charges incurred when a traveler fails to cancel reservations within specified time limits are normally not reimbursable. Costs associated with cancelling or changing non-refundable airline tickets, however, may be reimbursable on a case-by-case basis. Subcontractors shall submit an explanation for the cancellation and/or change fee with its invoices when seeking reimbursement for such costs.

7. Receipts

Receipts for the following travel expenses shall be included with the invoice for reimbursement:

- Airline tickets. Receipts may be in the form of ticket stubs, e-tickets or any other supporting documentation that establishes the name of the traveler, date(s) of travel, class, and price paid.

- Public ground transportation over the amount specified in Section B. of the *TRAVEL RATE SCHEDULE*. This receipt must show company name, destination, date, and vehicle identification number or driver's name.
- Car rental receipts or any other supporting documentation that establishes the name of the traveler, date(s) of travel, class, and price paid.
- Parking fees over the amount specified in Section C. of the *TRAVEL RATE SCHEDULE*.
- Lodging expense receipts or any other supporting documentation that establishes the name of the traveler, date(s) of travel, and price paid.
- Miscellaneous travel expenses over the amount specified in Section F. of the *TRAVEL RATE SCHEDULE*.
- Innovative Mobility Technology Company or Transportation Network Company receipts (as defined in Section 1.2) or any other supporting documentation that establishes the name of the traveler, date(s) of travel, class, and price paid.

8. Limitations on Allowable Long-Term Travel Expenses

Except as otherwise provided below, reimbursement of lodging, meals, and incidental travel expenses for Subcontractor employees and lower-tier subcontractors continuously assigned to a single location in excess of 30 consecutive calendar days ("Long-Term Travel") are allowable to the extent they are in accordance with the cost principles of FAR Part 31.

	First 60 Calendar Days	**Last 30 Calendar Days**	**Intervening Days**
Lodging	Lesser of actuals or 100% of Federal Per Diem Rate	Lesser of actuals or 100% of Federal Per Diem Rate	Lesser of actuals or 55% of Federal Per Diem Rate

	First 30 Calendar Days	**Last 30 Calendar Days**	**Intervening Days**
M&IE	100% of Federal Per Diem Rate	100% of Federal Per Diem Rate	55% of Federal Per Diem Rate

Salary Premiums in excess of 10%	Not allowable

All travel costs, salary premiums or other subsidies in excess of 36 months	Not allowable

(END OF RULES)

LAWRENCE LIVERMORE NATIONAL LABORATORY

TRAVEL EXPENSE RULES

TRAVEL RATE SCHEDULE

The following travel rates shall be used in conjunction with, and are subject to, the attached TRAVEL EXPENSE RULES.

A. Mileage allowance for use of privately owned automobiles for official business and for transportation between residence and local airports is at the mileage rate listed in 41 CFR Part 301-10, and shall be supported by statement of travel route and mileage.

B. Public ground transportation shall be reimbursable at the actual, reasonable cost, with receipts required if fare plus tip is over $75.00.

C. Parking, ferry, bridge, tunnel, or toll roads fees shall be reimbursable at the actual, reasonable cost, with receipts required for amounts over $75.00.

D. Lodging expenses shall be reimbursable at the actual, reasonable cost, up to the applicable Maximum Lodging Rates set forth in the following Regulations and shall be supported by receipts:

- CONUS Travel: Federal Travel Regulations/FTR as prescribed by the General Services Administration (GSA) – *GSA Per Diem Rates*
- OCONUS Travel: Joint Travel Regulations as prescribed by the Department of Defense (DoD) – *DoD Per Diem Rates*
- Foreign Travel: Standardized Regulations as prescribed by the U.S. Department of State (DoS) – *DoS Foreign Per Diem Rates*

The actual tax paid on the reimbursable lodging expense for CONUS and OCONUS travel is reimbursable as a miscellaneous travel expense. However, lodging tax is included in Foreign per diem rates and may not be claimed separately.

E. M&IE while on travel shall be reimbursable at the applicable M&IE Rates in accordance with the following:

- CONUS Travel: *GSA Per Diem* CONUS rates as indicated below:
  - On travel more than 12 hours but less than 24 hours — 75% of CONUS rate
  - On travel for 24 hours or more:
    - Day of departure and last day of travel — 75% of CONUS rate
    - Full day on travel — 100% of CONUS rate
  - On travel for 12 hours or less — Not reimbursable
- OCONUS Travel: *DoD Per Diem Rates*
- Foreign Travel: *DoS Foreign Per Diem Rates*

For meals provided at no cost to the traveler, deduct appropriate M&IE amount.

Laundry and dry-cleaning expenses for CONUS travel are reimbursable as a miscellaneous travel expense. However, these expenses are included in OCONUS and Foreign per diem rates and may not be claimed separately.

F. Miscellaneous travel expenses shall be reimbursable at the actual, reasonable cost, with receipts required for amounts over $75.00 per day.

G. Innovative Mobility Technology Company or Transportation Network Company expenses (e.g., Uber and Lyft), shall be reimbursable at the actual, reasonable cost, with receipts.

(END OF TRAVEL RATE SCHEDULE)