|  |
| --- |
| **Subcontractor Personnel Travel Policy** |

## GENERAL

### Subcontractor personnel travel shall relate to a business purpose and shall first be approved by the JPL Contract Technical Manager (CTM) and the JPL Subcontracts Manager (SCM). Unless otherwise specified in the Subcontract, the requirements in this policy exhibit are applicable to the Subcontractor. If the Subcontractor chooses not to comply with this travel policy, Subcontractor accepts the risk of not being fully reimbursed for expenses, unless an exception has been obtained in accordance with this policy. Each exception will be assessed at the discretion of JPL and approved or disapproved on a case-by-case basis.

### Subcontractor shall only be reimbursed for reasonable and necessary travel expenses incurred by Subcontractor’s personnel in connection with performance of work under this Subcontract in accordance with the criteria for such expenses as outlined herein. Subcontractor shall be liable for any expenses that are deemed inconsistent with this policy, with FAR 31.205-46 (Travel Costs), or with any applicable Federal Acquisition Regulation cost principles (FAR Part 31).

### Subcontractor shall be responsible for informing its Subcontractor personnel required to travel in connection with this Subcontract on the terms of this policy and agrees to provide such Subcontractor personnel with a copy of this policy. Additional information regarding Subcontractor travel, including the Subcontractor Travel Expense Report is available at <http://invoice.jpl.nasa.gov/>.

### All reimbursements to Subcontractor are exclusive of any indirect cost or profit.

### Subcontractors who propose to substitute their own corporate personnel travel policies may be allowed to do so upon JPL review and approval. All such corporate policies must adhere to the applicable Federal Acquisition Regulation cost principles (FAR Part 31) and comply with FAR 31.205-46 (Travel Costs).

## ADVANCE APPROVAL FOR TRAVEL AND RELATED EXPENSES

### Any domestic travel by Subcontractor personnel shall first be approved in advance and in writing via a subcontract award, subcontract modification or subcontract work order (SWO). The writing should state the business purpose, documentation for any exceptions or enhancements, and the dates of travel. When approval by subcontract award, modification, or SWO, is impossible to obtain in advance, the Subcontractor shall coordinate with the JPL CTM, the JPL SCM, and as needed, the JPL Invoice Management Section (IMS), to provide documentation and justification for travel expenses incurred and explanation for excepting advance approval.

### Should the Subcontractor personnel require an exception to any requirement in this Travel Policy, the Subcontractor personnel shall coordinate with the JPL CTM, the JPL SCM, and the JPL IMS, as needed, and shall obtain or provide any necessary documentation and justification requested by JPL in order to qualify the exception. JPL retains the right to evaluate and approve or disapprove each exception to this Travel Policy on a case-by-case basis.

### Any foreign travel by Subcontractor personnel shall be authorized in advance by incorporation into the Subcontract by modification, or into the SWO if applicable. Subcontractor personnel shall only be reimbursed for foreign travel that is in accordance with FAR Part 31, and may not exceed the rates for foreign travel in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas”, effective during the period of travel.

### Subcontractor understands that any approval for any exception to the Subcontract or to this Travel Policy, including any exception to this Advance Approval requirement, is granted at the discretion of JPL. When travel is authorized by subcontract award, modification, or SWO, a copy of the relevant portion of the authorizing document shall be included in the Subcontractor Travel Expense Report. Any exception approved by the JPL CTM, SCM, and Travel Office shall be documented with justification, and included with the Subcontractor Travel Expense Report. The Subcontractor understands that it shall not be entitled to reimbursement for expenses or exceptions to this Travel Policy that are not documented, justified and approved.

## REIMBURSEMENT

### Subcontractor may be reimbursed for reasonable and necessary travel expenses incurred by the Subcontractor's personnel in connection with travel relating to the performance of work under the subcontract, modification or SWO, which may include:

### Transportation Expenses (e.g. airfare, rental car);

### Per Diem, based on General Services Administration (GSA) rates (<http://gsa.gov/perdiem>) for domestic travel, and [U.S. State Department](https://aoprals.state.gov/content.asp?content_id=184&&menu_id=101&menu_id=101) Foreign Travel Allowance rates for foreign travel;

### Other essential expenses, in accordance with JPL policy and Subcontractor’s performance of work (e.g. mileage, domestic hotel taxes, limited baggage fees). See FAQ for examples of allowable and unallowable expenses.

### Subcontractor shall submit the following forms and receiptsafter the trip is completed:

### Completed [Subcontractor Travel Expense Report](http://invoice.jpl.nasa.gov/Docs/TravelExpenseReport.xls) or acceptable equivalent approved by the JPL IMS. The Subcontractor is ultimately responsible for the preparation and accuracy of the [Subcontractor Travel Expense Report](http://invoice.jpl.nasa.gov/Docs/TravelExpenseReport.xls) or accepted equivalent and must submit the travel invoice to JPL IMS via email or regular mail within 30 days of return from travel.

### Receipts for lodging, airfare, rental car and all authorized expenses over USD 75.00. All receipts must be in the name of the Subcontractor personnel traveler.

## TRANSPORTATION EXPENSES

### **AIRFARE**

#### Subcontractor personnel shall use coach-class accommodations for both domestic and international travel. Subcontractor personnel must purchase the lowest available commercial discount airfare consistent with business requirements (time/destination) of the trip. See FAR 31.205-46(b).

#### Subcontractor shall not be reimbursed for airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours. Proposed exceptions to airfare costs in excess of the lowest price available to the subcontractor during normal business hours must first meet the conditions set forth in FAR 31.205-46(b) and shall be submitted for approval. Exceptions to this Travel Policy shall be made for circumstances on a case-by-case basis, such as circuitous routing, travel during unreasonable hours, excessively prolonged travel, increased cost that would offset transportation savings, physical or medical needs of the traveler, or lack of availability to meet mission requirements.

#### Subcontractor personnel must use U.S. flag air carriers for all air travel and transportation in accordance with the Fly America Act. Exceptions may be granted if it is an authorized exception in compliance with the GSA, and the travel meets the requirements in FAR 52.247-63, “Preference for U.S. Flag Air Carriers.” Subcontractor personnel must submit relevant documentation for the exception or enhancement to the CTM or SCM for review, and cite the exception reason per FAR 52.247-63. A Statement of Unavailability should accompany the authorized exception, and should be submitted along with the Subcontractor Travel Expense Report or accepted equivalent and receipts.

### **PRIVATELY OWNED VEHICLE (POV)**

#### Subcontractor personnel may use their POV as a primary mode of transportation (instead of airplane, bus, etc.) when it is most practical and cost effective to JPL with prior written approval from their CTM or SCM. Subcontractor personnel shall compute mileage reimbursement by multiplying the distance traveled by the [GSA POV](https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates) rates. When traveling by personal automobile, every consideration should be given to vehicle sharing with JPL and other subcontractor personnel (when there is a common destination) in order to reduce the total cost of the trip.

#### The GSA POV mileage reimbursement rate includes all vehicle operating expenses (including insurance and any vehicle damage incurred while on JPL business), operating and maintenance expenses of a POV, such as fuel and oil, mechanical failure, collision or physical damage, and traffic offenses, when the Subcontractor personnel use such vehicle in connection with the performance of work under the Subcontract or SWO, if applicable. Therefore, Subcontractor personnel using a POV shall not be entitled to reimbursement for any other vehicle expenses.

### **RENTAL CAR**

#### Subcontractor personnel shall apply the following criteria when determining the use of a rental car:

### The cost does not exceed that of a taxi/rideshare.

### Rental of a vehicle to meet several appointments at different locations in an area would reduce transportation costs.

### Heavy or bulky equipment is being carried which cannot be transported separately without jeopardizing the Subcontractor personnel's mission.

### Transportation is required to an area where taxis or other commercial transportation is not available, or, if available, would be too expensive or impractical.

#### Every consideration should be given to sharing the rental car with JPL and other Subcontractor personnel (when there is a common destination) to reduce the total cost of the trip. If the Subcontractor combines personal travel with JPL business travel, the Subcontractor shall only receive reimbursement for the portion of costs that qualifies as business travel expense.

#### The Subcontractor personnel shall use no larger than intermediate size rental. For three or more passengers or when intermediate (or smaller) size rental is unavailable, Subcontractor personnel may rent a full-size car. Subcontractor personnel shall not be entitled to cost reimbursement of collision damage waivers offered by domestic car rental providers.

## PER DIEM

### **RATES AND EXPENSES**

#### The per diem rate is the maximum amount JPL will reimburse the Subcontractor for lodging and M&IE. M&IE includes meals, tips for meals, and tips given to porters, baggage carriers, bellhops, and hotel staff, etc. However, if Subcontractor personnel travel is for a symposium or workshop, any meal (breakfast, lunch or dinner) that is included in the symposium/workshop fee shall be deducted from the M&IE rate.

#### The per diem rate is based on the city in which the Subcontractor personnel lodges. The GSA and the U.S. State Department update per diem rates frequently and the Subcontractor personnel are required to check both websites for the current rates. On the day of return, the per diem rate is based upon the Subcontractor personnel’s last business location at midnight of the prior day.

#### For domestic travel, lodging taxes are not considered part of the maximum per diem rate. Lodging taxes are itemized separately from nightly lodging expense as “lodging tax” on the Subcontractor Travel Expense Report or accepted equivalent. For foreign travel, the maximum lodging rate is inclusive of taxes.

#### Per diem will be allowed only for that time required for travel and the conduct of business relating to the performance of JPL work. Subcontractor shall not be reimbursed for expenses constituting Subcontractor personnel’s personal travel when it is combined with JPL work travel.

### **TIME AND DISTANCE**

#### **MEASURING TRAVEL**

##### Travel time begins at the time the Subcontractor personnel departs from a residence or regular workstation, whichever is later. Travel time ends at the time the Subcontractor personnel returns to a residence or regular workstation, whichever is earlier.

##### Travel distance is measured from Subcontractor personnel’s residence or regular workstation, whichever is less. Travel distance shall not include intermediary distances that are not authorized by JPL work.

#### No per diem is authorized for travel time of 12 hours or less, regardless of travel distance.

#### No per diem is authorized for travel distance of 50 miles or less (one-way), regardless of travel time.

#### Subcontractor personnel will be reimbursed 75% of the applicable M&IE rate if both (1) travel distance is over 50 miles (one-way), and (2) travel time is over 12 hours but less than 24 hours in duration.

#### For travel time over 24 hours, the Subcontractor personnel are allowed up to 75% of M&IE on the first and last day of travel, and up to 100% of M&IE during travel days between first and last day of travel.

#### **EXTENDED STAYS AND TEMPORARY REMOTE ASSIGNMENT (TRA)**

##### For any extended stays that are a result of work assignments or temporary duty (TDY or TRA), any Subcontractor personnel travel shall first be authorized in advance by incorporation into the Subcontract by modification, or into the SWO if applicable, and shall not exceed the TRA limits published by JPL IMS.

##### This Travel Policy shall not apply to any relocation assignment of Subcontractor personnel.

*For more information, please refer to the* [*Subcontractor Personnel Travel FAQ*](https://acquisition.jpl.nasa.gov/terms-conditions/)*, which includes additional references and guidance, or contact the JPL SCM.*