

## **TRAVEL REIMBURSEMENT POLICY (FEB 2006)**

**1. DEFINITIONS.** (a) Assignment: The number of consecutive calendar days that Seller employees will provide support to the Company.

(b) Business Travel Status: Assignments under a Company subcontract of 60 or fewer consecutive calendar days.

(c) Temporary Assignment: Assignments under a Company subcontract of more than 60 and fewer than 365 consecutive calendar days.

### **2. EXPENSES IN BUSINESS TRAVEL STATUS.**

(a) The Company shall pay the Seller's costs incurred under this subcontract for transportation, lodging, meals, and related incidental expenses in accordance with this section 2.

(b) Definitions. (1) Lodging. Lodging includes 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. 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.

(2) 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).

(3) Incidental Expenses. (i) Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses, and others on ships, and hotel servants in foreign countries

(ii) Transportation between places of lodging or business and places where meals are taken

(c) Lodging Costs. (1) Except as provided in subparagraph (c) (2) and paragraph (g) below, the Seller will be reimbursed for actual lodging costs incurred in accordance with its established travel policy to the extent that such amount does not exceed the "maximum lodging amount" for the location where business will be conducted in effect at the time of travel as set forth in:

(i) Appendix A to Chapter 301 of the Federal Travel Regulations for travel in the contiguous 48 states and the District of Columbia;

(ii) The DoD Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, for travel in Alaska, Hawaii, Puerto Rico, and territories and possessions of the United States; or

(iii) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in (i) or (ii) above.

(2) When lodging cannot be obtained within the ceiling in (c) (1) above, the Subcontract Administrator may approve reimbursement at a higher incurred cost upon the Seller's submission of appropriate justification.

(3) Receipts for lodging are required in accordance with paragraph (i) below.

(d) M&IE. (1) Except as provided in paragraph (g) below, the Seller will be reimbursed for meals and incidental expenses related to subsistence in accordance with its established travel policy to the extent that such amount does not exceed the "M&IE Rate" in effect at the time of travel as set forth in:

(i) Appendix A to Chapter 301 of the Federal Travel Regulations for travel in the contiguous 48 states and the District of Columbia;

(ii) The DoD Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, for travel in Alaska, Hawaii, Puerto Rico, and territories and possessions of the United States; or

(iii) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in (i) or (ii) above.

(2) For the days travel begins and ends, the allowance will be 75 percent of the applicable M&IE Rate.

(e) 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 prolong 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-or privately-owned aircraft is not allowed, and the costs of such transportation are not reimbursable.

(f) Motor Vehicle Costs. The Seller may elect to travel by a personally-owned motor vehicle; in which case, the Seller will be reimbursed for the use of the vehicle in accordance with its established travel policy to the extent that such amount does not exceed the privately-owned vehicle mileage reimbursement rate allowed by the Federal Travel Regulation based on actually reported odometer readings. If the Seller elects to travel by a personally-owned motor vehicle, reimbursement for lodging, meals, and incidental expenses related to subsistence for travel time will be limited to such reasonable period of time that would be required if common carriers were used.

(g) Commuting. When the traveler's residence or regular place of business is within 50 miles of the place of performance of the subcontract work, the costs of commuting are not reimbursable, and no payments for lodging, meals, and incidental expenses related to subsistence will be made.

(h) 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 shall be submitted to the Company at least 40 days prior to the proposed departure date. Requests for approval for travel to a non-sensitive country and not involving a sensitive subject shall be submitted to the Company at least 30 days prior to the proposed departure date. Post-travel trip reports for all foreign travel must be submitted within 25 days after return. Forms for use in requesting approval for foreign travel and for post-trip reporting are available from the Company.

(i) Receipts. The Seller shall submit with its invoice itemized original receipts for airline tickets, lodging, rental car transportation, and receipts for any authorized expenditure costing more than \$75.00.

### 3. EXPENSES ON TEMPORARY ASSIGNMENTS.

(a) The Seller is entitled to reimbursement for per diem for any employee working at the Y-12 National Security Complex under a Company subcontract if the employee:

(1) Maintains a permanent residence:

(i) that is located more than 100 miles from the BWXT Y-12 site, 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 BWXT Y-12 work location from the permanent residence.

(b) Per diem is generally reimbursable for the continuous term of the employee's assignment to BWXT Y-12, including weekends and holidays. However, per diem is not reimbursable for any vacation, personal absence, or return trips home. Furthermore, per diem shall not be paid for days not worked due to illness of two or more consecutive workdays unless the absence is supported by a written physician's statement.

(c) Reimbursement for per diem shall be at the rate of \$59.00 a day. If the period of performance of this subcontract is extended, per diem will continue to be reimbursed at this rate.

(d) Transportation, lodging, and incidental expenses related to subsistence for business travel outside the BWXT Y-12 area required in the performance of the subcontract will be reimbursed in accordance with section 2 of this document. Meals will not be reimbursed.

(e) Return Trips Home. So long as one month remains on the assignment, the Company will reimburse the cost of one trip per month home to their permanent residences of Seller employees who are on temporary assignment at BWXT Y-12 and who have not been relocated. Evidence of actual travel to the permanent residence must be verified by the Seller before reimbursement is made to the employee. Travel time to and from the permanent residence is not reimbursable.

**4. RELOCATION.** Seller employees proposed for assignment under a Company subcontract for more than 365 consecutive calendar days are normally expected to relocate to the work location area, and allowable relocation costs will be reimbursed in accordance with FAR 31.205-35. Upon the Seller's request and submission of cost comparisons, the Company may choose to reimburse expenses in accordance with section 3 above (as for a temporary assignment) rather than requiring relocation.

### 5. PREFERENCE FOR U.S.-FLAG AIR CARRIERS.

(a) *Definitions*. As used in this clause—

“International air transportation: means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118)(Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity of foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Seller in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) If the Seller selects a carrier other than a U.S.-flag air carrier for international air transportation, the Seller shall include a statement on vouchers involving such transportation essentially as follows:

#### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:

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(End of statement)

**6. FLOWDOWN.** The Seller shall include this Travel Reimbursement document in each lower-tier subcontract that requires reimbursement of travel expenses.