

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

September 29, 2006

GSBCA 16937-TRAV

In the Matter of FRANCESCO INFANTE

Francesco Infante, APO Area Europe, Claimant.

Captain Adam Lipton, 208th Finance Battalion, Department of the Army, APO Area Europe, appearing for Department of the Army.

DeGRAFF, Board Judge.

In May 2006, the Department of Defense (DoD) sent one of its civilian employees, Francesco Infante, to perform a few days of temporary duty in Italy. In connection with the temporary duty assignment, DoD authorized Mr. Infante to rent a car. Europcar had contracted with DoD to supply rental cars to DoD employees traveling on official business in Italy, and DoD had advised its contract travel offices that if Europcar offered the lowest rental car rate, the travel offices were to reserve cars with Europcar.

Mr. Infante used the DoD contract travel office to make his travel arrangements. However, when the travel office confirmed a car rental reservation with Europcar, he refused to accept the reservation and asked the travel office to make a reservation for him with another company. The travel office did so and reserved a car for Mr. Infante with Avis. Mr. Infante performed his temporary duty travel and when he returned the rental car, he questioned the amount he was charged because he believed it was quite high. In fact, the amount Mr. Infante paid to rent the car from Avis was more than five times the amount he would have been charged to rent a car from Europcar. When Avis confirmed the charge, he paid it and asked DoD for reimbursement. DoD decided to reimburse Mr. Infante the amount he would have been charged if he had rented a car from Europcar, and Mr. Infante asks us to review DoD's decision.

Mr. Infante contends DoD should reimburse him in full for his rental car charges. He says he cannot be forced to use Europcar because the manner in which Europcar and DoD have arranged for government travelers to be reimbursed for value added taxes is unacceptable to him. Mr. Infante emphasizes that he made his reservation through the contract travel office.

The Joint Travel Regulations (JTR) apply to Mr. Infante because he is a civilian employee of DoD. According to the regulations in effect when he traveled, “A traveler must exercise the same care and regard for incurring expenses to be paid by the Government as would a prudent person traveling at personal expense.” The regulations also said, “Excess costs . . . that are unnecessary or unjustified are the traveler’s financial responsibility.” JTR C1058. Regarding rental cars, the regulations provided, “The lowest cost rental service that meets the mission requirements must be selected when selecting commercially rented vehicles.” In addition, “Travelers disregarding rental car arrangements made by a [contract travel office] may be required to provide justification for additional rental car cost before reimbursement is allowed.” JTR C2102-B.1.

DoD correctly concluded it should limit Mr. Infante’s reimbursement to the amount he would have been charged if he had rented a car from Europcar. Although Mr. Infante used the contract travel office to make his reservation, he was not willing to accept the car it initially reserved for him. Mr. Infante decided to reject the rental car arrangements made by the contract travel office and DoD did not accept his proffered justification for reimbursing the additional cost which resulted from his decision. DoD’s position is consistent with the regulations. Mr. Infante did not exercise the same care and regard for incurring the rental car expense as would a prudent person traveling at personal expense, because no prudent person would incur an expense more than five times greater than necessary simply because of a disagreement regarding the manner in which taxes are reimbursed. According to the regulations, the unnecessary and unjustified additional expense is Mr. Infante’s responsibility. As Mr. Infante says, DoD cannot force him to use Europcar; however, if Mr. Infante chooses a more costly alternative, DoD is not required to reimburse him in full.

The claim is denied.

MARTHA H. DeGRAFF
Board Judge