



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 23, 2008

CBCA 1207-TRAV

In the Matter of MARIAN ROCHE

Marian Roche, Dayton, MD, Claimant.

Ariane E. Cerlenko, Office of General Counsel, National Security Agency, Ft. George G. Meade, MD, appearing for Department of Defense.

DRUMMOND, Board Judge

The National Security Agency (NSA) sent one of its employees, Marian Roche, to a conference in Texas, during March 2008. In connection with her temporary duty travel, NSA authorized Ms. Roche to rent a car. Omega World Travel (Omega) had contracted with NSA to supply rental cars to NSA employees traveling on official business.

Ms. Roche did not use the agency's contract travel office (CTO), Omega, to arrange her rental car. Instead, she used E-Z Rent-A-Car (E-Z), and when she returned the car to E-Z, a scratch was discovered on the left front door. After E-Z invoiced Ms. Roche for the damages to the rental car totaling \$1039.68, she sought reimbursement from NSA. NSA has denied reimbursement because claimant utilized an unauthorized CTO. NSA noted that although Ms. Roche had indicated that she was given guidance from the agency travel office that she could make her own car rental reservation, she was unable to provide the name of the person she spoke with and the agency was unable to substantiate this assertion through the travel office. NSA stated further that the travel office website available on NSA's intranet clearly indicates that it is mandatory to use Omega, NSA's CTO, when obtaining a car rental. The agency further noted that the Joint Travel Regulations (JTR) apply to claimant and limit her entitlement to the difference between the amount she paid for daily rental and the amount the Government would have paid for the daily rental had she made the arrangements through Omega.

Ms. Roche contends that NSA should reimburse her in full for the rental car damages. In support of this contention, she claims that there exist mitigating circumstances. To that end, she repeats her earlier assertion that someone in the agency travel office told her she could make her own car reservation. She also asserts that “[w]hen making travel arrangements thru the CTO, I am asked (as are all other travelers) whether we want the CTO to make car and/or hotel reservations.” According to Ms. Roche, this implies that a traveler does not have to use the CTO for reservations.

As previously noted, the JTR apply to claimant. Regarding rental cars, the regulations that were in effect when she traveled indicate that the rate charged by rental car companies contracting with the Government includes, *inter alia*, full liability and vehicle loss and damage for the traveler and the Government. JTR C2102-B.1.c. The regulations state further that “[i]t is mandatory to obtain a rental vehicle through the CTO . . . when available.” JTR C2102-B.1.a. The regulations also state that when arranging official travel “[i]t is DOD **mandatory policy** that an employee uses an available CTO . . . to arrange official travel, including transportation and rental cars.” *Id.* When the CTO is not used, the regulations state that “reimbursement is limited to what it would have cost if a CTO . . . had made the rental vehicle arrangements.” JTR C2102-B.3.

The agency properly disallowed the requested reimbursement. Ms. Roche did not use NSA’s CTO to make her reservations, and NSA did not accept her proffered justification for reimbursing the additional cost which resulted from her decision. The applicable regulations state that when the CTO is not used, reimbursement is limited to what it would have cost if a CTO had made the rental arrangements. NSA’s decision is consistent with the regulations. NSA is not required to reimburse Ms. Roche for the claimed damages.

This claim is denied.

JEROME M. DRUMMOND
Board Judge