

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

July 15, 2004

GSBCA 15875-RELO

In the Matter of MARLENE J. WALTERS

Marlene J. Walters, Cheyenne, WY, Claimant.

Vickie Smith, Travel Supervisor, National Business Center, Bureau of Land Management, Denver, CO, appearing for Department of the Interior.

HYATT, Board Judge.

Claimant, Marlene J. Walters, is an employee of the Bureau of Land Management within the Department of the Interior. She seeks reconsideration of a portion of the Board's decision affirming the Bureau's actions in requiring her to reimburse the agency the entire cost of transporting and storing her household goods in the expectation of a transfer from Cheyenne, Wyoming to Las Vegas, Nevada. Ms. Walters became liable for these expenses when she did not successfully complete training that was a prerequisite to qualifying for the transfer. In her request for reconsideration she states that even if she must repay the expenses associated with the transport and temporary storage of her household goods, she should not owe the full amount charged by the agency because the carrier erroneously overcharged the agency for its services.

Background

Claimant arranged, at agency expense, to have her household goods packed and stored pending her expected transfer from Cheyenne, Wyoming to Las Vegas, Nevada, following completion of training in Phoenix, Arizona. In order to accommodate claimant's desire to have her household goods stored immediately, while she was in the training program, the agency arranged to have them packed and transported to Denver, Colorado, for storage en route to the eventual destination in Las Vegas. Subsequently, Ms. Walters failed to complete her training and accordingly was not promoted. She returned to her position in Cheyenne, and her household goods were returned to Cheyenne as well.

The Board's initial decision in this matter upheld the agency's determination to assess Ms. Walters the cost of packing, transporting, and storing her household goods. Marlene J. Walters, GSBCA 15875-RELO, 03-1 BCA ¶ 32,124. In her underlying claim, Ms. Walters challenged the amount for which she was billed, asserting that it was excessive and that she should not be liable for such high charges, particularly since she had asked to store her household goods in Cheyenne, and had only agreed to Denver because she was told that was the only option. She also objected that the costs incurred were higher than necessary because she was not

properly advised about her options. The Board concluded that even if there were any errors or inadequacies in the advice provided to Ms. Walters concerning her options for storing her household goods, this would not suffice to relieve her of the obligation to repay the full costs incurred by the Bureau. Id.

In her request for reconsideration, Ms. Walters maintained that the bill presented to her should still be adjusted because it appeared to her that the carrier improperly charged the agency for a move to Las Vegas when the household goods were transported only to Denver. She states that she was not aware of the discrepancies in the invoice when she filed her initial claim. The Board reviewed the documentation and asked the Bureau to explain the charges.

Following several rounds of submissions in which Ms. Walters and the Bureau explained their respective positions, the original bill presented to Ms. Walters was amended from the amount of \$7079.63 to \$5994.43. The Bureau states that it reviewed the paperwork after Ms. Walters requested reconsideration and determined that indeed the moving company had erroneously charged the agency for transportation of the household goods to Las Vegas, when in fact the household goods were transported only as far as Denver. Once this error was detected, the moving company amended its invoice to reflect the actual distance for which claimant's household goods were transported.

After reviewing all of the information provided by the parties to date, there appears to be no further basis for reconsidering or amending the Board's initial decision.¹ The moving company has amended its charges to reflect the correct distance of the move;

¹ Ms. Walters continues to assert that the charge should be further reduced to reflect the fact that the mover unloaded her boxes but did not unpack them. As we have noted in other cases, this is not a basis for adjusting the moving charges. See Wendy J. Hankins, GSBGA 16324-RELO (May 21, 2004). She also contends that the mover has not supplied all of the documentation that it should and asks the Board to require that all pertinent documentation be provided by the mover in this proceeding. The Board has no authority over the mover and as such cannot resolve the issues raised by Ms. Walters concerning the availability of further documentation in support of this invoice.

there is no evidence to justify any further reduction of the invoice. Although Ms. Walters remains dissatisfied with the requirement that she pay for transporting the household goods to Denver and storage costs there, the Board has already explained why she is liable for these costs and she has not provided any basis for reconsideration of this ruling. As to the overcharges on the moving company's initial invoice, Ms. Walters' request for reconsideration is now moot, and, as such, is hereby dismissed.

CATHERINE B. HYATT
Board Judge