



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Schneider Specialized Carriers, Inc.

File: B-243678

Date: January 19, 1993

DIGEST

Freight traffic regulations permit a carrier to file a tender setting out a premium for overwidth shipments. That premium then can be incorporated into the carrier's individual tenders; if an individual tender already contains an overwidth charge, the lower one applies.

DECISION

Schneider Specialized Carriers, Inc., requests review of the General Services Administration's (GSA) settlements of approximately 182 transportation claims, totaling approximately \$103,800, arising from Government Bill of Lading (GBL) transactions during 1990 and 1991. We affirm GSA's audit actions.

The transactions involved Department of Defense (DoD) shipments more than 102 inches wide, which are considered overwidth shipments. The issue involves the proper application of three Schneider tenders:

- Tender 743, which contained both a charge for a standard shipment and an additional charge for an overwidth shipment;
- Tender 745, which included only a standard shipment charge; and
- Tender 2000, which was limited to "accessorial" charges (i.e., it contained no standard line-haul charges), included an overwidth premium.

Schneider billed the government under Tender 743. GSA, however, noted that the total of the standard charge in Tender 745 plus the overwidth premium in Tender 2000 was less than the amount billed. GSA therefore applied the Tenders 745/2000 combination.

Schneider objects to GSA's action. The carrier contends that Tender 745 was never intended for overwidth shipments,

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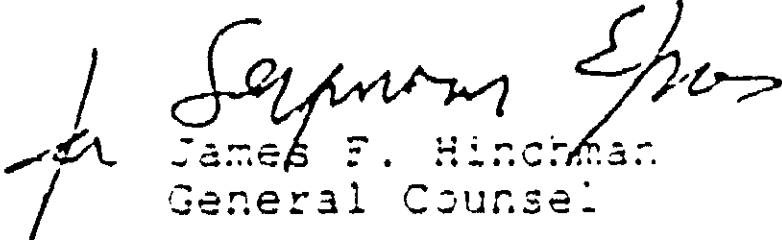
and the Tender 2000 overwidth premium can only be applied to a tender that already includes an overwidth charge (in that case, the Tender 2000 charge would substitute if it was lower). Schneider also argues that hauling standards and overwidth items are different services, so that a tender related to the former is irrelevant to the latter. For those reasons, Schneider maintains that GSA cannot properly compute a charge by combining Tender 745 with Tender 2000.

We find no merit in Schneider's position. Although we agree that the Tender 2000 overwidth premium would substitute for a greater overwidth charge in another tender, that does not mean that Tender 2000 is limited to that situation. The first sentence of paragraph 6, Item 50 of the Military Traffic Management Command's Freight Rules Publication No. 1A (MFTRP 1A) states that accessorial service tenders "will apply to each filing carrier's individual tenders . . . without the necessity of cross reference." Tender 745 was an individual tender, so that Tender 2000 clearly was incorporated into it by operation of that sentence.

Regarding the comparability of the services covered by the two tenders, both involved the same operating authority and commodities, and both covered shipments on flat beds and step decks. Also, other than the absence of an overwidth charge, nothing in Tender 745 specified or implied that the tender was limited to shipments within standard dimensions.

Paragraph 3, Item 60 of MFTRP 1A states that the commodity rates/charges applying between the same points of origin and destination, on the same article(s), will alternate to produce the lowest charge to DoD. See Harris Transport Co., B-242986, June 13, 1991. Since the shipping charge in Tender 743 was higher than the combination of Tender 745/2000, GSA properly applied the latter.

We affirm GSA's settlements.


James F. Hinckman
General Counsel