



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Tri-State Motor Transit Company
File: B-247188
Date: May 6, 1992

DIGEST

A carrier's claim for tarpaulin service is denied where the record contains no indication that the shipper ever requested such additional service.

DECISION

Tri-State Motor Transit Company requests review of the General Services Administration's (GSA) denial of its claim in the amount of \$300 for tarpaulin service in Government Bill of Lading (GBL) transaction C-1,663,682. The transaction involved the shipment of a container of rocket engine liquid, a Class B explosive, from California to Wyoming in March 1988. We sustain GSA's audit action.

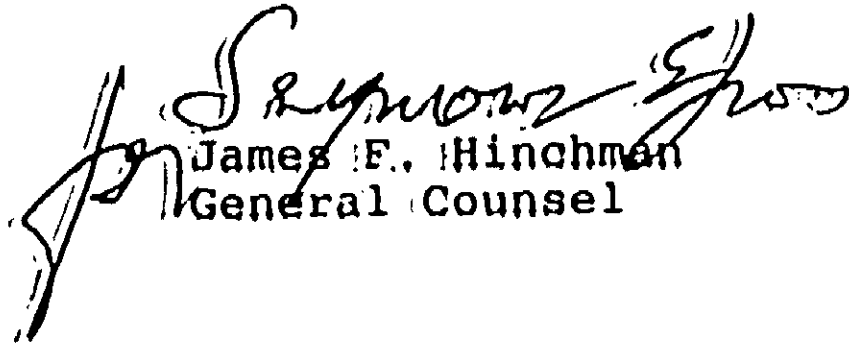
Item 880-57 of Tri-State's Tariff A006-E, which applied to the movement,¹ provided that tarpaulins would be furnished "when requested." In this respect, we have held that carriers have the burden of proving that additional services not only were performed but also were requested. See Tri-State Motor Transit Co., B-247181, et al., May 4, 1992.

Nothing in the record indicates that the shipper asked for tarpaulin service. The GBL did contain extensive annotations for other types of additional services (e.g., dual driver protective service, signature and tally record, a drop-frame trailer no higher than 39 inches from the ground, air-ride equipment, exclusive use of vehicle). The GBL thus would be the logical place to find a request for tarpaulins, but no such request is reflected on it. Nor is there any other document in the record to show that the shipper requested the additional service. Moreover, if Tri-

GSA originally denied the claim because the shipper did not request tarpaulin service on the GBL as required under Item 1178 of the Military Traffic Management Command's (MTMC) Freight Traffic Rules Publication No. 1A. In response to Tri-State's request for review, GSA has conceded that the tariff, not the Rules Publication, applies.

State was uncertain about the shipper's intentions with respect to tarpaulin (or any other additional) service, or thought those intentions to be confusing, it was required to seek clarification. Tri-State Motor Transit Co., supra.

GSA's settlement is sustained.


James E. Hinchman
General Counsel