



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Tri-State Motor Transit Company
File: B-247181; B-247182; B-247183; B-247259
Date: May 4, 1992

DIGEST

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

DECISION

Tri-State Motor Transit Company requests review of the General Services Administration's (GSA) denial of its claims for reimbursement for tarpaulin service and a stop-off (for an interim pick-up or delivery) in several Government Bill of Lading (GBL) transactions. Because the transaction records do not indicate that the government requested such services, with one exception, we sustain GSA's settlements.

Typical GBL transactions involved Tri-State's transport of engines, machinery, explosives or other commodities as Freight All Kinds to and from various locations in the continental United States. Tri-State covered the items transported under each GBL with tarpaulins, and claims fees for such service. Tri-State also maintains that it should be compensated for a stop-off, apparently to pick-up stands needed to support jet engines in connection with one of the GBL transactions. In response, GSA and the Military Traffic Management Command (MTMC) maintain that the government did not request tarpaulins or a stop-off and therefore does not have to pay for them.¹

We agree with GSA and MTMC. As a general matter, a GBL annotation, in some form, requesting tarpaulin or stop-off

GSA originally denied most of the claims because the shipper had not requested tarpaulin service on each GBL by the specific annotation "Protective Tarping for Security Purposes Requested," pursuant to MTMC's Freight Traffic Rules Publication (METRP) No. 1A (May 11, 1989). Tri-State challenged GSA's original denials on several grounds, but has offered little comment on the GSA/MTMC response, which focuses on the lack of any request, not simply on the lack of the quoted annotation.

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service has been required as a condition of payment for these services.² Moreover, we have held that carriers have the burden of proving that additional services not only were performed but also were requested. See 65 Comp. Gen. 563 (1986); A-Line, Ltd. - Notification Charge, IB-228785, Jan. 29, 1988.³ GSA's report indicates that only one of the GBLs (number C-5,684,056) contained a request for tarpaulin service. In preparing that GBL, the government printed the words "CARRIER TO TARP" in the Description of Articles Block (Block 18) which, in our view, effectively constituted a request for tarpaulin service. While some of Tri-State's own work orders did indicate that tarping was required in the other transactions, they did not indicate that the government had requested such service. At best, they justify tarping on the basis of the company's own driver's manual, not a shipper request.

Also, our review of the record does not disclose any stop-off request; METRP No. 1A specifically requires that a stop-off be requested through a GBL annotation. In this respect, MTMC suggests that any alleged stop-off was for Tri-State's convenience, and was not a part of the actual shipment.

Except for the noted GBL, GSA's audit actions are sustained.

for *James E. Hinchman*
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²See Items 215 and 226 of METRP 1 (Oct. 1, 1986); and Items 178 and 215 of METRP 1A (May 1, 1987).

³If Tri-State was uncertain about any shipper's intentions with respect to tarpaulin (or any other additional) service, or thought them to be confusing, it was required to seek clarification and insure the GBLs were correct. See A-Line, Ltd. - Notification Charge, *supra*.