



COMPTROLLER GENERAL OF THE UNITED STATES  
WASHINGTON, D.C. 20548

31071

B-175550

June 14, 1973

Specification Packaging Corporation  
11311 Vanowen Street  
North Hollywood, California 91605

Attention: Mr. Robert Salembier

Gentlemen:

This is in reply to your letters of December 23, 1972, and February 5, March 3 and April 22, 1973, requesting that we reconsider our December 19, 1972, decision in which we affirmed our Settlement Certificate dated May 4, 1972, allowing \$1,252.50 of your claim for \$11,310.20

Your claim for \$11,310.20 was for packaging and shipping services which you provided as a subcontractor to A. C. Tool Corporation, with which the Air Force had contracted for the overhauling of certain equipment. When A. C. Tool became insolvent and ceased doing business, you claimed that you had not been paid the above amount by A. C. Tool and were entitled to be reimbursed directly by the Government. The bulk of your claim was disallowed because there was no privity of contract between you and the Government. However, because the record indicated that you made certain shipments at the request of Government representatives after A. C. Tool closed its doors, the amount of \$1,252.50 was allowed as the reasonable value of the services you performed that resulted in those shipments.

In your letter of December 23, 1972, you claimed that your two invoices #4399-4400 and #4322, in an amount totaling \$2,308.75, also represent shipments made after A. C. Tool closed and that you were therefore entitled to payment for those invoices. You were informally invited by this Office to submit documentary evidence establishing the validity of the claim. You were further advised that either a copy of the appropriate Government Bill of Lading (GBL) showing the date each shipment was released to the carrier, or a certification from the Administrative Contracting Officer (ACO) indicating his personal knowledge that the shipments were made on the dates claimed by you, would be sufficient. You stated that you would accept payment of those invoices as full settlement of your claim.

On January 23, 1973, we reiterated our advice to both you and to the ACO in a telephone conference call. On January 29, 1973, the ACO

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forwarded to us your letter of January 25, 1973. That letter contained your claim not only for invoices #4399-4400 and #4322, but also for invoice #4437 in the amount of \$805. However, the copy of the GBL and other documents enclosed with the letter did not adequately establish the shipment dates, and there was no statement from the ACO regarding the shipments. We again contacted the ACO to explain the requirements for validating your claim. On February 5, 1973, you sent us additional copies of certain GBLs, but the original entry in the "Date of Receipt of Shipment" block was unclear and could not be read. We informally advised you that if you could not furnish better GBL copies with legible original entries, a statement from the ACO would be necessary. On March 16, 1973, the ACO sent us a brief statement in support of your claim, but the statement did not provide the necessary legal verification of the claimed shipment dates. We then informally requested the Defense Supply Agency (DSA), the ACO's parent organization, to assist us in obtaining documents that would be legally sufficient to verify your claim. On April 2, 1973, DSA provided us with copies of three GBLs, which were made from the copies in your possession. These copies also did not contain legible original entries.

The various GBL copies furnished us in this matter were deficient because it appeared that the original entries in the "Date of Receipt of Shipment" box had been gone over, in some cases by a thick writing implement, and therefore we could not rely on them to establish the validity of your claim. Since you had been unable to provide GBL copies with legible original entries, we requested the original GBLs from a Government records storage center. We received these documents on May 30, 1973.

In our letter of December 19, 1972, we recognized January 23, 1970, as the date A. C. Tool closed its plant and agreed that you should be paid for services provided after that date. However, the GBLs referenced by your invoice #4322 and #4399-4400 indicate that the shipments were made prior to January 23, 1970. GBL F-0,554,286, referenced in invoice #4322, was signed and dated by the initial carrier on January 7, 1970, and GBL F-0,554,288, referenced in invoice #4399-4400, indicates a shipping date of January 20, 1973. Accordingly, we must reject your claim for the value of services represented by these two invoices.

GBL F-0,554,289, referenced in your invoice #4437, indicates a shipping date of January 27, 1970. Therefore, in accordance with our previous decision, your claim in the additional amount of \$805 is allowed. We are directing our Claims Division to issue a Settlement Certificate for the additional amount of \$805, in full and final settlement of your claim against the Government for services performed as

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subcontractor to A. C. Tool Corporation under Air Force contracts F41608-69-D-5687, -8955 and -2987. Therefore, if you wish to seek a judicial settlement of your claim, the check for \$805 which will be forwarded to you should be returned.

Sincerely yours,

PAUL G. DEMBLING

For the Comptroller General  
of the United States