



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Tri-State Motor Transit Company

**File:** B-259878

**Date:** June 27, 1995

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### DIGEST

A carrier's claim for additional charges for providing an extra driver on a Department of Defense (DOD) shipment must be denied, notwithstanding evidence from the carrier's business records and an argument based on mileage traveled that DOD requested and the carrier provided this service, when DOD cannot confirm that it requested the service and the applicable regulations require that the request be in writing and generally be on the bill of lading. The carrier has the responsibility to correct the government bill of lading to reflect the shipper's intent that the carrier provide an extra driver.

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### DECISION

Tri-State Motor Transit Company requests that we review the General Services Administration's (GSA) denial of its \$614.50 claim for additional charges for extra driver service in connection with the 1991 movement of a foreign military sales shipment of explosives from a Department of Defense (DOD) contractor in Arizona to the Naval Air Station in Norfolk, Virginia. The parties request that we decide whether DOD had requested this service. We affirm GSA's settlement.

The government bill of lading (GBL), D-1,434,175, does not indicate that DOD requested the extra driver, and GSA and the Military Traffic Management Command cannot confirm that DOD requested this service. Nevertheless, as evidence that DOD ordered (and that Tri-State provided) this service, Tri-State points to its Workorder No. 422855 which indicates that an extra driver was requested, and to its Freight Movement Record which indicates that the extra driver was provided. Tri-State also argues that under optimal conditions, a single driver otherwise would have had to average 50 miles per hour during all duty hours to meet the required delivery schedule.<sup>1</sup>

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<sup>1</sup>The carrier argues that, otherwise, one driver would have had to drive 2,458 miles between 2 p.m. on March 5, 1991, and the latest closing time at destination, 2 p.m., on March 9, 1991, to meet the required delivery schedule.

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The claimant bears the burden of furnishing evidence to clearly and satisfactorily establish its claim. See DeWitt Freight Forwarding, 63 Comp. Gen. 254, 257 (1984). Tri-State's records are evidence in support of its claim, but to properly support an additional charge for this accessorial service, the shipper had to request the service in writing, generally on the GBL. See 41 C.F.R. § 101-41.302-6. Moreover, the carrier's own tariff rule, Item 880-30 of ICC TSMT 100-A, stated that the request had to be on the bill of lading or in the shipping instructions. The record does not contain such a request. Moreover, Tri-State had to issue an accurate and complete bill of lading even if it was prepared by the shipper. See A-Line, Ltd., B-232072, Sept. 15, 1989, 89-2 CPD ¶ 232 and 52 Comp. Gen. 211, 213 (1972).

The carrier's argument that a single driver could not have moved this shipment over the distance and time involved has low probative value because it does not preclude the possibility that the carrier provided an extra driver for its own convenience or made other arrangements. Thus, if, as Tri-State contends, DOD had requested the extra driver, Tri-State should have made certain that this was reflected on the GBL. The carrier has the responsibility to correct the GBL to reflect the shipper's intent that the carrier provide an extra driver. Without such a change to the GBL or other clear evidence that DOD requested the extra driver, we must affirm GSA's settlement.

/s/ Seymour Efros  
for Robert P. Murphy  
General Counsel