



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: A-Line, Ltd. - Delivery Appointment Charge

File: B-232072

Date: September 15, 1989

DIGEST

The General Services Administration (GSA) disallowed a carrier's bills for delivery appointment charges relating to numerous government shipments because the carrier had not shown that the services were requested and performed. The carrier has not met its burden of providing clear evidence to counter GSA's transportation audit actions and establish its claims for the charges in question. Therefore, the disallowance of the carriers claims is sustained.

DECISION

A-Line, Ltd. requests review of transportation audit action taken by the General Services Administration (GSA). GSA disallowed the carrier's supplemental bills for extra charges. We sustain GSA's actions.

BACKGROUND

A-Line, Ltd. transported numerous shipments on Government Bills of Lading (GBLs) from GSA Supply Centers to various government installations during March through June 1987. A-Line alleges that the GBLs did not contain adequate delivery addresses and that several destination installations required it to obtain delivery appointments prior to delivery. As a result, A-Line presented bills to GSA for an extra charge of \$25 per shipment to cover the cost of calling consignees to determine their precise locations and to obtain delivery appointments. GSA disallowed the claims because A-Line presented no evidence to support its contention that the destination transportation officers requested A-Line to perform the extra services and that the services were performed.

In its request for review, A-Line states that it had the \$25 charge in its tariffs and tenders applicable to these shipments. A-Line also states that GSA knew that the consignees required appointments and that A-Line was

046470/ 139543

assessing the extra charges, that the shipping officers inadvertently omitted written requests for advance notice from the GBLs, and that A-Line was given assurances that the charges would be paid.

GSA does not dispute that A-Line had provisions for the notification charge in effect when these shipments moved, but it maintains that there was no such charge for insufficient delivery addresses on the GBLs, and that, in any event, the carrier is responsible for the proper issuance of bills of lading. GSA also states that none of the materials A-Line presented with its request for review supports the contention that the transportation officers requested advance notification on these shipments.

DISCUSSION AND CONCLUSION

In our review of the action taken on these claims we begin with the established principle that the claimant bears the burden of furnishing evidence clearly and satisfactorily establishing its claim. See Dewit Freight Forwarding, 63 Comp. Gen. 254, 257 (1984); and 44 Comp. Gen. 799 (1965).

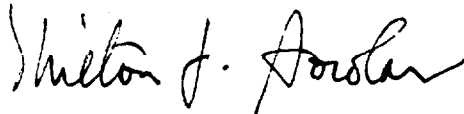
In support of its claims, A-Line points to two letters dated June 18 and 23, 1987, respectively, to GSA Region 7 in Fort Worth, Texas, containing the carrier's list of installations allegedly requiring appointments and stating that it would bill for appointments at those installations. While these letters clearly state A-Line's intention to bill for the extra services, they do not establish that the consignee required or requested the extra services for which A-Line billed.

A-Line also alleges that a letter dated May 26, 1988, from the Director of the GSA Travel and Transportation Management Division, Washington, D.C., to A-Line shows that GSA knew, before A-Line issued its tender, that A-Line was assessing the extra charges. The GSA letter, while acknowledging the carrier's practice, appears to be nothing more than an attempt to have A-Line clarify its tender so that GSA could determine what accessorial charges it was applying to GSA shipments and so that GSA could determine in advance for future shipments what A-Line's total charges would be. It is not an acknowledgment that the extra \$25 charges A-Line seeks to have sustained in this case were proper charges.

Finally, A-Line contends that a letter dated April 29, 1988, from GSA to A-Line shows that the shipping officers intended to request appointments but inadvertently neglected to annotate the GBLs with such requests. However, we read the GSA letter as saying only that GSA recognized the

possibility that in some cases shipping officers may have inadvertently omitted extra service requests from the GBLs, and was willing to send an inquiry to the appropriate receiving points. Apparently no substantiating information was developed as a result of this offer.

In sum, A-Line has not provided evidence sufficient to establish its claims for the extra charges on the shipments involved. That is, it has not shown clearly that on each shipment it not only furnished the extra service of calling the consignee, but it was requested or required to do so by the consignee. Further, the contention that on some shipments it was necessary to call the consignee because the delivery address on the GBL was insufficient is not a basis to support the charges. The carrier is legally responsible for issuance of a complete bill of lading; this is so even when the bill of lading is prepared by the shipper. See A-Line, B-228785, Jan. 29, 1988; 52 Comp. Gen. 211 (1972).



Acting Comptroller General
of the United States