

# 52.247-31 F.o.b. Origin, Freight Allowed.

As prescribed in [47.303-3\(c\)](#), insert the following clause:

F.o.b. Origin, *Freight Allowed* (Feb 2006)

(a) The term "f.o.b. origin, *freight allowed*," as used in this clause, means-

(1) Free of expense to the Government delivered-

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the *shipments* will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside within reach of the ship's loading tackle when the shipping point is within a port area having water transportation service) or the carrier's *freight* station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the *solicitation*, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372; and

(2) An allowance for *freight*, based on applicable published tariff rates (or Government rate tenders) between the points specified in the contract, is deducted from the contract price.

(b) The Contractor *shall*-

(1)

(i) Pack and mark the *shipment* to comply with contract specifications; or

(ii) In the absence of specifications, prepare the *shipment* in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)

(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate *shipment*;

(3) Deliver the *shipment* in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload *shipment* (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

- (i) Occurring before delivery to the carrier;
  - (ii) Resulting from improper packing and marking; or
  - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the *shipment*, if loaded by the Contractor on or in the carrier's conveyance;
- (5) Complete the Government bill of lading supplied by the ordering agency, or when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading *shall* show-
- (i) A description of the *shipment* in terms of the governing *freight* classification or tariff (or Government rate tender) under which lowest *freight* rates are applicable;
  - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
  - (iii) Lengths and capacities of cars or trucks ordered and furnished;
  - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
  - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "*This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government*"; and
  - (vi) The *signature* of the carrier's agent and the date the *shipment* is received by the carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the *supplies* are to be finally inspected and accepted, unless the facilities for *shipment* by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities *shall* be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
- (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor *shall* deliver the *supplies* listed for *shipment* outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract *shall* be "f.o.b. destination."
  - (2) Notwithstanding paragraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor *shall* deliver the *supplies*, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.
- (End of clause)

**Parent topic:** [52.247 \[Reserved\]](#)