

# 52.247-59 F.o.b. Origin-Carload and Truckload Shipments.

As prescribed in [47.305-16\(a\)](#), insert the following clause in *solicitations* and contracts when it is contemplated that they *may* result in f.o.b. origin contracts with *shipments* in carloads or truckloads. This will facilitate realistic *freight* cost evaluations of *offers* and ensure that contractors produce economical *shipments* of agreed size.

F.o.b. Origin-Carload and Truckload *Shipments* (Apr 1984)

(a) The Contractor agrees that *shipment shall* be made in carload or truckload lots when the quantity to be delivered to any one destination in any delivery period pursuant to the contract schedule of deliveries is sufficient to constitute a carload or truckload *shipment*, except as *may* otherwise be permitted or directed, *in writing*, by the *Contracting Officer*.

(b) For evaluation purposes, the agreed weight of a carload or truckload *shall* be the highest applicable minimum weight that will result in the lowest *freight* rate (or per car charge) on file or published in common carrier tariffs or tenders as of the date of bid opening (or the closing date specified for receipt of proposals).

(c) For purposes of actual delivery, the agreed weight of a carload or truckload will be the highest applicable minimum weight that will result in the lowest possible *freight* rate (or per car charge) on file or published as of date of *shipment*.

(d) If the total weight of any scheduled quantity to a destination is less than the highest carload/truckload minimum weight used for evaluation of *offers*, the Contractor agrees to ship such scheduled quantity in one *shipment*.

(e) The Contractor *shall* be liable to the Government for any increased costs to the Government resulting from failure to comply with the above requirements.

(End of clause)

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