



OFFICE OF THE UNDER SECRETARY OF DEFENSE

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WASHINGTON DC 20301-3000

NOV 6, 1997

ACQUISITION AND  
TECHNOLOGY

DP (DAR)

In reply refer to  
DAR Tracking Number 97-00010

MEMORANDUM FOR: DIRECTORS OF DEFENSE AGENCIES  
DEPUTY FOR ACQUISITION AND BUSINESS MANAGEMENT,  
ASN(RD&A)/ABM  
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE  
(CONTRACTING), SAF/AQC  
DEPUTY ASSISTANT SECRETARY OF THE ARMY (PROCUREMENT)  
DEPUTY DIRECTOR (ACQUISITION), DEFENSE LOGISTICS AGENCY

SUBJECT: Class Deviation--Evidence of Shipment in Electronic Data  
Interchange (EDI) Transactions

This supersedes the class deviation issued on July 25, 1997,  
under DAR Tracking Number 97-00006, subject the same.

Effective immediately, all military departments and defense  
agencies shall use the attached clause in lieu of the clause at  
Federal Acquisition Regulation (FAR) 52.247-48, F.o.b. Destination--  
Evidence of Shipment. This class deviation eliminates current  
barriers to full implementation of EDI transactions and streamlines  
the payment process when supplies are purchased f.o.b. destination,  
but inspection and acceptance will be at origin.

This class deviation is approved for a 2-year period, ending  
November 30, 1999, or until the FAR is revised, whichever event occurs  
first.

Eleanor R. Spector  
Director, Defense Procurement

Attachment

cc: DSMC, Ft. Belvoir

PART 52--SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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**52.247-48 F.o.b. Destination--Evidence of Shipment.**

As prescribed in 47.305-4(c), insert the following clause:

F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (JUL 1995) (DEVIATION)

(a) If this contract is awarded on a f.o.b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

(End of clause)

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