

# Supplier Requirements

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Agreement 03-01

July 2010

2010 SIGNIFICANT CHANGES	
LOCATION	CHANGE
<b>Section 1 General Provisions</b>	<b>Paragraphs 2c &amp; 15</b> – “Chief , QA” is now “Director, Quality Assurance” New email address: <a href="mailto:QAManagement@aafes.com">QAManagement@aafes.com</a>
	<b>Paragraph 5 Contractor Liability</b>
	Date changed from MAR 94 to FEB 10. <b>5b(1)</b> - “or Transportation Management System (TMS)” added <b>5b(4)</b> - “Noncompliant pallets for Europe” - changed to - “Noncompliant pallets for foreign destinations”
	<b>New paragraphs:</b> <b>16 – Green Clause</b> <b>17 – Combating Trafficking in Persons</b> <b>18 – Personal Identity Verification of Contractor Personnel</b> <b>19 – Consumer Product Safety Improvement Act Federal Requirements for Direct Import Suppliers</b> <b>20 – CPSIA/Federal Requirements for Other Suppliers (All Products)</b> <b>21 – Vendor Compliance Program</b>
<b>Section 1A Additional General Provisions</b>	All codes changed from numeric format to alphanumeric (AO1, AO2, etc.).
<b>Section 2</b>	Title changed from “Tax and Drawback” to “ <b>Tax Exemption Certificate</b> ”
<b>Section 2A Drawback</b>	This is a new section. <b>Note: There are no longer codes (TO1, TO2, etc.). The paragraphs are now numbered: "1" and "2."</b>
	<b>Paragraph 1 - For Contractors Agreeing to Immediate Price Reductions</b> – was previously paragraph 2
	<b>Paragraph 2 - Duty Drawback</b> - new
	Paragraph 3 (Duty Drawback - Contractor Filing) - deleted Paragraph 4 (Duty Drawback - Broker Filing) - deleted
<b>Section 3 Invoicing &amp; Payment</b>	<b>Paragraph 2f</b> – data which must be included in inquiries concerning unpaid invoices or other payment discrepancies – updated
<b>Section 5 Logistics Information</b>	<b>Paragraph 2a</b> – New (2 <sup>nd</sup> ) bulleted item: “AAFES destination facility (seven/ten-digit number), if available”
	<b>Paragraph 4b(2)</b> – “All shipments destined to European Union countries...” -- was changed to -- “All shipments destined to foreign countries...”
	<b>Paragraph 7a</b> – Sentence referencing NMFC item 156608 and “Bumping Clause” - deleted
	<b>Paragraph 7d - FOB Origin Freight Charges</b> – updated, to include new subparagraphs 7d(1)(b) and 7d(1)(c).
	<b>Paragraph 8c</b> – New paragraph (concerns AAFES TMS routing instructions).
	<b>Paragraph 8f - Order Consolidation</b> (previously para 8e) – updated, to include new sentence: “If small parcel orders are consolidated and are more than 200 lbs, or more than 15 cubic feet, call AAFES-LG to verify routing.”
	<b>Paragraph 10a(7) (Crossdock Shipments</b> section) “if not on AAFES TMS” added to the end of the sentence/paragraph.
	<b>Paragraph 10b Vendor Managed Inventory</b>
New sentence: “Contact AAFES-LG if a route guide was not provided.” Sentence (previously Para. 10b[2]) concerning vendors participating in the AAFES VMI program shipping to overseas locations - deleted	

2010 SIGNIFICANT CHANGES		
LOCATION	CHANGE	
<b>Section 5</b> <i>continued</i>	<b>Paragraph 10d</b> – Shipment for Sinai information - deleted	
	<b>Paragraph 11b - Shipment via Military Airlift</b> "the ATC" -- <u>was changed to</u> -- "customer service"	
	<b>Paragraph 12-f(4)(b)</b> "Commodity Harmonized Tariff Schedule (HTS) code" -- <u>was changed to</u> -- "AAFES assigned Harmonized Tariff Schedule (HTS) code"	
	<b>Paragraph 12-g(1)(a)-5</b> "to include the HTS number" -- <u>was changed to</u> -- "to include the AAFES assigned HTS code"	
<b>Section 7</b> <b>Fashion Distribution Facility</b>	<b>YO3 – Merchandise Trucked on Hangers</b> - deleted	
<b>Section 9</b> <b>Food and Beverage</b>	<b>FO1</b> – New website for the DoD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement: <a href="http://veda.amedd.army.mil/86256F90007C2D1D/VETCOM">http://veda.amedd.army.mil/86256F90007C2D1D/VETCOM</a>	
	<b>FO3</b> – New paragraph (discusses open/closed coding)	
	<b>FO8</b>	"Foreign nations may require certification on all meats..." (previously: "The Federal Republic of Germany requires certification on all meats...")
		"Fish, seafood products, dairy and egg products" – added to food products requiring certification by foreign nations
	<b>FO9</b>	"Foreign nations import certification requirements..." (previously: "Federal Republic of Germany, Okinawa, Korea, Japan, and Honduras import certification requirements...")
		"Fish, seafood products, dairy and egg products" – added to food products requiring certification by foreign nations
		"U.S. Department of Commerce" - added
		<u>Two new sentences</u> - discuss import/export certification requirements and FDA Certification and Bioterrorism Act Registration requirements
<b>F10</b> – New paragraph (discusses current Federal, FDA, DoD, local, state, and Military Force Protection requirements)		
<b>F12</b> – New paragraph (discusses fresh inventory and shelf life)		
<b>Section 10</b> <b>Exchange Catalog</b>	<b>MO1</b>	<b>Paragraph a</b> – Reference to AAFES Form 4150-119M - deleted.
		<b>Paragraph b – 2nd sentence:</b> "Negotiated shipment time frame is on AAFES Form 4500-024, Final Selection/Procurement Data Log." -- <u>was changed to</u> --
		"Negotiated shipment time frame is on the Final Selection/Procurement Data Log."
		<b>Paragraph b – 5th sentence:</b> "...the Contractor will confirm cancellation of the order in their system via e-mail or ECOMS within 24 hours." (Previously, the text read: "...via <u>phone</u> , e-mail, or ECOMS...")

2010 SIGNIFICANT CHANGES	
LOCATION	CHANGE
Section 10 <i>continued</i>	MO2 Paragraphs c, d, & e – All “(shipping portion of) the shipping ticket” text deleted. Paragraph e – Sentence: “Please sort shipping tickets...” – deleted Proof of shipment address info – deleted
	MO5 Paragraph b – 1 <sup>st</sup> sentence: “Each week, the Contractor will receive an open order list from the Exchange Catalog.” - <u>was changed to</u> - “Each week, EDI Contractors will receive an open order list from the Exchange Catalog.” Paragraphs c and d – new paragraphs dealing with the use of ECOMS by Contractors.
	AAFES Logistics: Customer Service Export and Routing numbers – updated Freight Rate Specialist – deleted AAFES Transship Warehouse - the following were deleted: Forest Park, GA; for Honduras, Puerto Rico, Haiti Azores, Saudi Arabia, Kuwait, European Countries Hawaii, Alaska, Pacific Countries World Trade Corp - deleted
Section 13A DC Addresses and Telephone Numbers	Atlanta DC Transship Air information - deleted
Section 13B Overseas Telephone List and DC Addresses	United Kingdom Distribution Center information - deleted
Figures 1 and 2	These figures were moved to the end of the user guide.
Appendix 1	New addition to document: <b>Glossary of Acronyms</b>

# **Supplier Requirements**

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## Figure

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- 2 Sample Carton Markings

## Appendix

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# Supplier Requirements

## Section 1 – GENERAL PROVISIONS

### 1. WARRANTY (DEC 91). The Contractor warrants that:

a. The items furnished will be merchantable, fit, and sufficient for the use intended. “Seconds,” “imperfects,” or “irregulars,” as those terms are normally understood in the trade, will be accepted only when specifically required in the contract. This warranty will survive the Army and Air Force Exchange Service’s (AAFES’) acceptance of the items and is in addition to other warranties of additional scope given to AAFES by the Contractor. Any warranty given by the Contractor will be at least as good as the warranty offered to other agencies and instrumentalities of the United States.

b. The items or services furnished are covered by the most favorable warranties the Contractor gives to any customer for such items or services, and the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to AAFES by any other clause of this contract.

c. Item warranty, packing, and packaging will comply with all contract terms and all laws, rules, and regulations applicable to delivery for domestic resale.

d. With respect to hazardous materials not purchased for subsequent resale, the Contractor agrees to comply with all applicable laws and regulations; and whether required by law or regulation or not, will submit a Material Safety Data Sheet (MSDS) as prescribed in Federal Standard No. 3138. The MSDS must be submitted, at least five days prior to delivery of the hazardous materials, to:

Headquarters (HQ) AAFES, ATTN: Loss Prevention (LP)  
P.O. Box 660202  
Dallas, TX 75266-0202

### 2. INSPECTION/QUALITY ASSURANCE (QA) (MAR 94)

a. The Contractor will maintain an in-process and end-item quality control program to ensure AAFES shipments do not include defective/nonconforming items. AAFES reserves the right to review and evaluate the program. Review and evaluation may include in-process inspections and initial pilot lot inspections, as deemed appropriate, at the Contractor’s or Subcontractor’s facility. See [www.aafes.com/QA/docs/supqap-ascertaining\\_quality.htm](http://www.aafes.com/QA/docs/supqap-ascertaining_quality.htm) for additional information.

b. Where applicable, U.S. made items furnished under this contract are manufactured in accordance with Underwriters Laboratories, Inc. (U.L.) standards or the equivalent. If manufactured overseas, items furnished must meet the U.L. standards, or equivalent, or more stringent overseas standards. The applicable items or component items, regardless of where manufactured, must carry the appropriate U.L. or equivalent seal or listing mark.



c. Items furnished under this contract are subject to inspection and test at all reasonable times, to include verification inspections, and at all reasonable places including, but not limited to, the manufacturing or assembly plant, shipping point, depot, and the using or selling activity. AAFES may, at its option, inspect in accordance with any commercial or military inspection procedure and determine the acceptable quality levels used during the inspection. AAFES QA sampling plans can be accessed at [www.aafes.com/QA/docs/supqap-statistical\\_sampling\\_plans\\_home\\_page.htm](http://www.aafes.com/QA/docs/supqap-statistical_sampling_plans_home_page.htm) or can be obtained by calling QA at (214) 312-3411 or by writing:

Director, Quality Assurance  
Army and Air Force Exchange Service  
3911 S. Walton Walker Blvd.  
Dallas, TX 75236 U.S.A.

E-mail: [QAManagement@aafes.com](mailto:QAManagement@aafes.com)

Associated handling and freight costs incurred by AAFES will be charged back to the Contractor for all rejected lots/shipments.

d. If items purchased are defective/nonconforming, the Contracting Officer may take any of the following actions:

(1) Prior to acceptance, the Contracting Officer may:

(a) Reject items and return them to the Contractor, charging the Contractor for all associated handling and freight costs.

(b) Reject items and require the Contractor to repair or replace them in a reasonable specified time.

(c) Accept the items at an equitable adjustment in price determined by the Contracting Officer.

(2) After acceptance, the Contracting Officer may revoke acceptance and proceed under subparagraph 2d(1), above.

e. If lots furnished are defective/nonconforming, the Contracting Officer may take any of the following actions:

(1) Prior to acceptance, the Contracting Officer may:

(a) Reject and return the lot to the Contractor, charging the Contractor for all associated handling and freight costs;

(b) In lieu of rejection, screen (100% inspect) the items. Items meeting contract requirements will be accepted; defective/nonconforming items will be treated as indicated in subparagraph 2d, above;

(c) Reject the lot and require the Contractor to screen all items and repair or replace defective/nonconforming items in a reasonable specified time;

(d) Accept the lot and have the items repaired for the Contractor's account; or

(e) Accept the lot at an equitable adjustment in price.

(2) After acceptance, the Contracting Officer may:

(a) Revoke acceptance for any reasonable lot (group of items available for inspection) and proceed as in [subparagraph 2e\(1\)](#); or

(b) Revoke acceptance of items and proceed as in [subparagraph 2d](#), for rejected items.

f. If items/lots are shipped/delivered late, the Contracting Officer may:

(1) Reject the items/lots and return them to the Contractor, charging the Contractor for all associated handling and freight costs; or

(2) Accept the items/lots at an equitable adjustment in price.

(3) If it is necessary to cover in part or totally because of late shipment/delivery, the Contracting Officer may include costs of cover in determining the equitable adjustment even though the contract has not been terminated.

g. Exercise of any of the options in the [INSPECTION/QUALITY ASSURANCE paragraph](#) will not preclude action under other clauses of the contract (e.g., Defaults, Returns, etc.) or in accordance with general provisions of law.

h. Invoices, for due dating and prompt payment discount qualifying purposes, will be considered received on the date inspection is completed.

i. **Heavy Metal Leaching**

(1) The Contractor warrants that any product furnished under this contract that can reasonably be used to carry food or liquid for human consumption and is made of a substance prone to heavy metal leaching (such as pewterware, earthenware, ceramicware, chinaware, ironware, lacquerware, bronzeware, brassware, leaded crystalware, and coated/plated items with a heavy metal base) contains no leachable levels of metals dangerous to users. Maximum leachable levels and test methods are established by the U.S. Food and Drug Administration (FDA).

(2) AAFES reserves the right to test the Contractor's products on an unannounced basis. If a heavy metal leaching failure is found, the Contractor agrees to reimburse AAFES for all follow-up costs to sample test the remainder of the items ordered. This provision does not supersede other provisions allowed by the contract. The Contractor further warrants that products have been tested by either the FDA or a nationally recognized, independent test laboratory and found to be in compliance with the current FDA action levels and test methods. Test data will be furnished to AAFES upon request by the Contracting Officer.

### **3. PRICES (NOV 95)**

a. The Contractor warrants that during this contract, the net price to AAFES (considering unit price, discounts, allowances, co-op advertising, rebates, and other terms and conditions) for each item purchased will be as favorable as, or better than, the price the item is being sold by the Contractor to other customers under the same or similar conditions and in the same general geographical area pursuant to agreements made during the same period. In the event the Contractor subsequently agrees to sell the item to another customer at a lower price, the Contractor is obligated to promptly offer the lower price, in writing, to the Contracting Officer. If requested by the Contracting Officer, the Contractor will provide evidence (invoices, price lists, etc.) of recent sales to other customers to establish that the price meets the warranty.

b. In the event the Contractor subsequently extends special offers (e.g., vendor price reductions [VPRs], rebates, coupons) or other special terms to other customers, the Contractor is obligated to promptly extend them, under the same conditions and in writing, to the Contracting Officer. If the Contracting Officer accepts, the Contractor's obligation under [subparagraph 3a](#) and this subparagraph will be to provide a net price as favorable as the terms (as set forth in [subparagraph 3a](#) and herein) extended to other customers. The Contracting Officer's written acceptance of a Contractor's special offer need not be in the form of a contract amendment.

c. The above warranty and obligations may be modified only by written agreement between the Contractor and the Contracting Officer, based upon written justification acceptable to the Contracting Officer.

d. Price changes must be submitted in writing and sent electronically (Electronic Data Interchange [EDI] transaction 879). Notification, along with justification, must be given to the Contracting Officer 60 days prior to the price increase effective date. Granting of any price increase is at the sole discretion of the Contracting Officer. In the event the Contractor submits price protection pricing, the reductions will be taken on stock on-hand, on-order, and in-transit.

e. The prices will remain firm for the contract period; however, written requests for adjustment may be considered when accompanied by documentation substantiating significant and unforeseen cost increases which occurred after the date of award. Granting of any price increase is at the sole discretion of the Contracting Officer.

**4. RETURNS (MAR 94).** In any case where items or lots are to be returned (e.g., as defective/nonconforming, late, or under another clause), the contract value of the goods as of the date the items are returned will be charged back to the Contractor plus negotiated handling fees, and the following will apply:

a. The Contracting Officer will notify the Contractor of the Contracting Officer's decision to return the item/lot and request disposition instructions. Returns of items or lots with a cost price under \$250 may be made without prior notification. The Contracting Officer may request a refund of any payments and an advance to cover the costs of the Contractor's instructions (e.g., transportation and other related expenses). Title and risk of loss pass to the Contractor upon shipment from the AAFES facility.

b. AAFES will deduct the cost of returned items, including any transportation costs, from any payment due the Contractor. If no money is due the vendor to offset the cost of the returns, a notice of the balance due will be sent to the vendor. The vendor must reimburse AAFES within 30 days of the date of the notice. In the event the 30 days expire and the vendor's debt has not been paid by check or deducted from payments due the vendor, AAFES will begin to accrue interest against the balance for each 30 days thereafter. The interest charge will be calculated using the balance due at the end of each 30-day period. The interest rate will be prime plus one percentage point.

c. Unless otherwise provided, AAFES will retain earned discounts and allowances, such as, but not limited to: prompt payment discounts, anticipation, distribution allowances, bottom line discounts, special allowances, advertising allowances, discounts in lieu of warranty, and freight allowances. With the exception of freight allowances, all of these discounts or allowances may be credited the Contractor on a pro rata basis in conjunction with the return of defective/nonconforming items resulting from inspection and rejection of all or part of a "lot."

d. If the Contractor fails to provide instructions within two days or such other reasonable time as the Contracting Officer allows, refuses to accept returned items or lots, or fails to provide a requested advance or refund of payments; the Contracting Officer may, at Contracting Officer option and in addition to other remedies specified elsewhere in the contract:

(1) Advertise the item/lot in one or more local newspapers or trade journals and sell the item/lot for the best price at the place where the item/lot is located; or

(2) Turn the item/lot over to a government property disposal office if there is no responsive offer from a responsible source to an advertisement (subparagraph 4d[1] above) or if the Contracting Officer otherwise determines the item/lot is not readily saleable for other than scrap or salvage.

(3) Donate the item/lot to a charitable organization in accordance with government regulations.

e. AAFES will credit the Contractor for any surplus over the amount due from the Contractor for payment for the goods and incidental and consequential damages.

f. The Contractor must notify the Contracting Officer in writing within 90 days after a request for payment or a deduction from payments is made if returned merchandise is not received or is received in quantities or at prices different from the document supporting a deduction. Claims against AAFES for non-receipt will not be honored after this 90-day period.

**5. CONTRACTOR LIABILITY (FEB 10).** In addition to the liabilities specifically provided for in other clauses, the Contractor will be liable, as follows, in the event the Contractor fails to fully and timely perform in accordance with all contract provisions:

a. Incidental damages, including expenses reasonably incurred in the inspection, receipt, packing, rejection, or screening of goods in lieu of rejection; care and custody of goods rightfully rejected, transportation, and any other reasonable expense incident to the Contractor's failure to fully and timely perform in accordance with all contract provisions.

b. AAFES may charge the Contractor for any costs incurred as a result of non-conformance. Non-conformance may include, but is not limited to:

(1) Failure to follow transportation routing guide, purchase order (PO) routing, or Transportation Management System (TMS) routing, when applicable.

(2) No cross dock Advance Shipping Notification (ASN).

(3) Bad or incorrect Uniform Code Council (UCC) 128 label.

(4) Noncompliant pallets for foreign destinations.

(5) Cross dock overages.

(6) Incorrect or no case markings.

(7) Incomplete documentation.

(8) Failure to ship free-on-board (FOB) origin orders, or failure to deliver FOB destination orders on time.

(9) Merchandise not prepriced, if required.

(10) No universal product code (UPC)/incorrect UPC.

(11) UPC not readable.

(12) Incorrect bill of lading.

(13) POs not segregated.

(14) Item substitution not authorized.

(15) Quantity changes not authorized.

(16) Incorrect case pack received.

c. Vendors must have written confirmation of any changes to the POs (i.e., ship date changes, quantity changes, etc.). Verbal approvals are not valid and cannot be substantiated or cause for chargeback reversal.

d. The Contractor will not be liable for incidental damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor, Subcontractors, and suppliers. Such causes may include acts of God, the public enemy, or the Government (in either its sovereign or contractual capacity) to include: fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In such cases, the Contractor must provide prompt written notice to the Contracting Officer. The Contracting Officer may accept late, partial, or substituted performance, or may terminate the contract in whole or in part, effective immediately upon receipt of written notice by the Contractor.

## 6. SURVEILLANCE (JAN 94)

a. AAFES may perform electronic or other types of surveillance in AAFES facilities. The Contractor will inform its employee representative that such surveillance may be conducted, and individuals implicated in improprieties may be found unacceptable for employment in any AAFES facility and prosecuted in Federal court for any resulting law violation. The Contractor will obtain written certification from all its personnel, to include employees and representatives, performing contract functions at exchange facilities, and will maintain the certification on file for the period of the contract. The form for this certification is shown below.

### EMPLOYEE CERTIFICATION

I, \_\_\_\_\_, certify that \_\_\_\_\_ has informed me electronic surveillance may be used to verify contract compliance and detect improper handling of funds. If a violation is detected, I understand that I may be found unacceptable for employment in any AAFES facility and prosecuted in federal court for any resulting law violation.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

b. The Contractor is liable and will pay AAFES for losses under this contract detected by surveillance or otherwise discovered.

## 7. WITHHOLDING (MAY 89). AAFES may withhold payment for:

a. Amounts due or creditable to AAFES under this contract; e.g., returns, damages.

b. Amounts otherwise due or creditable to AAFES. Any dispute will be processed under the Disputes clause unless it became due pursuant to another contract which included a Disputes clause.

c. In conjunction with any withholding, AAFES will retain the benefit of all earned discounts and allowances, including: prompt payment discounts, anticipation, rebates, distribution allowance, discounts in lieu of warranty, and freight allowances. Prompt payment discounts, anticipation, and rebates will also be considered earned if they would have been earned except for the withholding.

8. **NON-WAIVER OF DEFAULTS (MAY 89).** Any failure by AAFES at any time, or from time-to-time, to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof, and will not affect or impair such terms and conditions in any way or AAFES' right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

**9. AUTOMATED DATA PROCESSING VIRUS (AUG 92)**

a. Vendor-furnished Automated Data Processing (ADP) products must be virus-free. ADP products include, but are not limited to: firmware (e.g., cash registers, modems, printers, personal and mainframe computers), packaged software programs, software programs tailored for AAFES, demonstration diskettes, subscribed data bases; electronic mail, drawings, reports; EDI systems, and maintenance diskettes.

b. The vendor warrants the ADP products provided have been controlled and protected to avoid virus contamination. This warranty will end 90 calendar days after proper product installation unless the vendor changes (modifies, upgrades, or provides approved substitutes for) the product. If a change occurs, the warranty will end 90 calendar days after such changes are installed on AAFES property.

c. In the event there is evidence reasonably tracing a virus contamination to the product provided under this contract, AAFES will notify the vendor. The vendor will be liable for all costs incurred by AAFES in removing the virus and correcting damaged ADP products, including labor, repair costs, and replacement ADP products.

**10. AUTOMATED DATA PROCESSING VIRUS (RETAIL) (NOV 96).** The vendor warrants that all software sold to AAFES for retail sales is virus-free. The vendor warrants that ADP products have been controlled and protected to avoid virus contamination. If a vendor product is returned to AAFES by a customer because of virus contamination, the vendor agrees to accept return of the product, regardless of when it was purchased by AAFES or shipped by the vendor, and to replace it at no cost to AAFES or the customer. Claims against AAFES as a result of virus contaminated retail products will be handled in accordance with the Hold Harmless and Indemnification clause in this agreement.

**11. AAFES/VENDOR PARTNERSHIP MARKETING PROGRAM (JUL 94).** The AAFES Marketing Program consists of numerous elements to enhance the sale of consumer products and services. At the Contractor's request, AAFES will give the Contractor the opportunity to participate in selected elements of the program. All participation will be in conjunction with the sale of authorized products and services to authorized customers. AAFES reserves the right to limit the degree of participation based on availability, designated themes of special events, and the overall goals of the program.

**12. AAFES PRIVATE LABEL.** Items produced or furnished with packaging that bears the AAFES brand, logo, design, or name will not be sold or released to another party. This prohibition includes, but is not limited to, quality control rejects, production overruns, and overstocks. The items may be sold only if repackaged with the brand, logo, design, or name removed.

**13. AAFES SELL PRICE.** Any reference to AAFES sell or retail prices is solely for AAFES information and internal purposes and does not constitute an agreement to sell any product at a particular price.

**14. PRIVACY ACT (APR 84)**

a. **The Contractor agrees to:**

(1) Comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

- (a) The systems of records, and
- (b) The design, development, or operation work the Contractor is to perform.

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract, and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph, in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

c. **Terms in this clause:**

(1) **Operation of a system of records**, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) **Record**, as used in this clause, means any item, collection, or grouping of information that is maintained by an agency including, but not limited to, education, financial transactions, medical history, and criminal or employment history; and that contains the person's name or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint, voiceprint, or photograph.

(3) **System of records on individuals**, as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**15. AAFES POLICY ON SOCIAL RESPONSIBILITY AND LABOR STANDARDS (AUG 02). A copy of these standards, translated in the language(s) of the workers, shall be posted in a location visible to all employees, at all production facilities that manufacture goods and merchandise for AAFES. Any person having knowledge of any violation of these standards is encouraged to contact:**

Army and Air Force Exchange Service  
ATTN: Director, Quality Assurance  
3911 S. Walton Walker Blvd.  
Dallas, TX 75236 U.S.A.

E-mail: [QAManagement@aafes.com](mailto:QAManagement@aafes.com)

a. To ensure full compliance with our Social Responsibility and Labor Standards, AAFES (or a third party designated by AAFES) shall assert its right to conduct announced or unannounced inspections of suppliers and/or Subcontractors' production facilities.

b. **AAFES Social Responsibility and Labor Standards**

(1) **Child Labor.** Suppliers shall comply with the child labor laws of the country in which the production facility is located. In cases where there are no local laws governing child labor, no person under the age of 14 years shall be employed.

(2) **Forced Labor.** Suppliers shall not use forced or other compulsory labor in the manufacture of products intended for AAFES. Suppliers shall not require employees to lodge "deposits" or identity papers upon commencing employment with the company.

(3) **Working Hours.** Suppliers shall comply with applicable local laws on working hours.

(4) **Compensation and Benefits.** Suppliers shall ensure that wages paid for a standard workweek are consistent with local/national laws.

(5) **Disciplinary Practice.** Suppliers shall not engage in or support the use of corporal punishment, mental or physical coercion, or verbal abuse.

(6) **Freedom of Association and Right to Collective Bargaining.** Suppliers shall respect the right of all employees to form and join trade unions of their choice, consistent with prevailing local/national law, and to bargain collectively, nor enter into any activity that impedes or suppresses freedom of association. Suppliers shall ensure that representatives of such employees are not subject to discrimination and that such representatives have access to their members in the workplace.

(7) **Discrimination.** Suppliers shall be consistent with local laws regarding discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, maternity status, union membership, or political affiliation.

(8) **Safe and Healthy Workplace.** Suppliers shall provide their employees with a safe and healthy workplace in compliance with local laws.

## 16. GREEN CLAUSE (NOV 09)

AAFES encourages Contractors/vendors to embrace, establish, and promote environmentally "Green Initiatives." We look to the Contractor to accomplish this by:

- a. Utilizing environmentally friendly products, where possible.
- b. Promoting energy-efficiency and water conservation, where possible.
- c. Eliminating/reducing the production or generation of hazardous waste and the need for special material processing (including special handling, storage, treatment, and disposal), where possible.

## 17. COMBATING TRAFFICKING IN PERSONS (NOV 09)

- a. **Definitions** - As used in this clause

### (1) Coercion

- Threats of serious harm to or physical restraint against any person.
- Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person.
- The abuse or threatened abuse of the legal process.
- Withholding any document (e.g., passport, visa, identification [ID], etc.) that prevents or restricts the person from moving freely.

(2) **Commercial sex act** - any sex act on account of which anything of value is given to or received by any person.

(3) **Debt bondage** - the status or condition of a debtor arising from a pledge by the debtor of his/her personal services or of those of a person under his/her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.



(4) **Employee** - an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

(5) **Forced labor** - knowingly providing or obtaining the labor or services of a person:

- By threats of serious harm to, or physical restraint against, that person or another person.
- By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint.
- By means of the abuse or threatened abuse of law or the legal process.

(6) **Involuntary servitude** includes a condition of servitude induced by means of:

- Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint.
- The abuse or threatened abuse of the legal process.

(7) **Severe forms of trafficking in persons**

- Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age.
- The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(8) **Sex trafficking** - the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

b. **Policy** - The U.S. Government and AAFES have adopted a zero tolerance policy regarding trafficking in persons. Contractors and Contractor employees shall not:

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract.

(2) Procure commercial sex acts during the period of performance of the contract.

(3) Use forced labor in the performance of the contract.

c. **Contractor requirements** - the Contractor shall:

(1) Notify its employees of:

- The U.S. Government's and AAFES' zero tolerance policy described in paragraph 41b of this clause.
- The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment.

(2) Take appropriate action, up to and including termination, against employees or Subcontractors that violate the policy in paragraph 41b of this clause.

d. **Notification** - the Contractor shall inform the Contracting Officer immediately of:

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Subcontractor, or Subcontractor employee has engaged in conduct that violates this policy.

(2) Any actions taken against Contractor employees, Subcontractors, or Subcontractor employees pursuant to this clause.

e. **Remedies** - In addition to other remedies available to AAFES, the Contractor's failure to comply with the requirements of paragraphs 17c, d, or f of this clause may result in:

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract.

(2) Requiring the Contractor to terminate a subcontract.

(3) Suspension of contract or fee payments.

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which AAFES determined Contractor non-compliance.

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.

(6) Suspension or debarment.

f. **Subcontracts** - the Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

g. **Mitigating Factor** - the Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons, at <http://www.state.gov/g/tip>.

**18. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FEB 10).** This clause is to provide guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Policy for Common Identification Standard for Contractors and Subcontractors, when contract performance requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. As processes and procedures could change over time, go to <http://www.aafes.com/>, click on "Doing Business with AAFES," click on "EXISTING Vendors/Suppliers," and then click on the "Instructions to Obtain Authorization to Enter Military Installations" for the most up-to-date instructions. Questions should be directed to AAFES HQ Chief of Staff, Force Protection (CS-FP) or your Contracting Officer.

a. After contract award and prior to performance on any Federal installation, the Contractor shall comply with the local installation's personal identity verification procedures identified by that installation which implements HSPD-12 policy for a Common Identification Standard for Federal Employees and Contractors.

(1) If the Contractor employee is to work at only one site, AAFES' Contractors must follow local installation guidelines and directives concerning identification, access, and security requirements. These guidelines may vary from one installation to another and it is the Contractor's responsibility to seek

guidance concerning these issues from the Exchange Services Business Manager (SBM) or General Manager (GM).

(2) If the Contractor or their employees will access sensitive data or go to multiple installations (continental United States [CONUS] or outside CONUS [OCONUS]), they must obtain a Common Access Card (CAC) and will be required to submit a clearance package to CS-FP, no less than 30 days in advance of needed access.

b. The Contractor shall insert this clause in all subcontracts when the Subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

c. The Contractor is responsible for securing and returning to the issuing office all identification cards issued under these procedures:

(1) For all employees at the end of the contract; and

(2) For individual employees no longer employed or no longer assigned to perform the AAFES contract.

d. As a reminder, any costs associated with the clearance process are the responsibility of the Contractor.

#### **19. CONSUMER PRODUCT SAFETY IMPROVEMENT ACT (CPSIA) FEDERAL REQUIREMENTS FOR DIRECT IMPORT SUPPLIERS (NOV 09)**

a. **Toys/children's products (for ages 12 and younger).** Suppliers providing imported or private label products to AAFES, where AAFES is the importer of record, must have all finished products tested to CPSIA requirements by an accredited third party laboratory. The supplier is responsible for all product testing costs. To substantiate compliance, a valid lab report and a General Certificate of Conformity (GCC) must be submitted to AAFES electronically via the AAFES web-based document repository at least 10 days prior to the PO "ship date." Lab reports and GCCs must also be submitted to our shipping agent (Freight Forwarder) at the time of the actual shipment along with the required customs documentation. Please note that the supplier will be assessed/charged back any fees or costs incurred by AAFES due to federal non-compliance issues. To register for the AAFES Document Repository, contact the AAFES QA Management Team at: [QAQuestions@aafes.com](mailto:QAQuestions@aafes.com) or call 214-312-3411.

b. **Other products federally regulated by the Consumer Product Safety Commission (CPSC).** Suppliers providing imported or private label products to AAFES (not including children's products), where AAFES is the importer of record, must certify that all products meet CPSIA requirements via a reasonable testing program. To substantiate compliance, a GCC denoting the applicable ban and/or regulation must be submitted in the same manner as the document submission process described for children's products, above. Non-compliance issues will be the supplier's responsibility. A comprehensive list of regulated products can be found at the following website: <http://www.cpsc.gov/BUSINFO/reg1.html>.

#### **20. CPSIA/FEDERAL REQUIREMENTS FOR OTHER SUPPLIERS (ALL PRODUCTS) (NOV 09).**

Federally regulated products provided to AAFES by suppliers who fall into the following categories also must comply with CPSIA requirements: domestic and brand name suppliers, manufacturers, importers, brokers, or resellers. To substantiate compliance, a high ranking company official must submit an annual conformity statement certifying items sold to AAFES meet federal regulations, industry standards, and AAFES requirements for safety, quality, and performance. While AAFES does not require lab reports to be submitted, those documents must be maintained by the supplier for three years and be made available to AAFES upon request in case of a regulatory inquiry. AAFES certifications must be e-mailed to the AAFES QA Team at: [QAQuestions@aafes.com](mailto:QAQuestions@aafes.com).

**21. VENDOR COMPLIANCE PROGRAM (NOV 09).** All shipments are subject to non-compliance charges identified in the AAFES Vendor Performance Program. Descriptions of non-compliances and applicable charges can be found at the AAFES website: <http://www.aafes.com/vendors>; click on “claims and deductions.”

## **Section 1A – ADDITIONAL GENERAL PROVISIONS**

### **AO1. ALCOHOLIC BEVERAGE HEALTH WARNING STATEMENT**

a. All containers of alcoholic beverages supplied under this contract will include the following health warning statement on the product label:

**GOVERNMENT WARNING:** According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

b. An alcoholic beverage includes any beverage in liquid form that contains not less than one-half of one percent (0.5%) of alcohol by volume and is intended for human consumption.

c. A container is defined as the innermost sealed container, irrespective of the material from which it is made, in which the bottler places an alcoholic beverage and in which such beverage is offered for sale.

d. All labels will be designed in a manner to make the health warning statement readily legible under ordinary conditions. The statement will be on a contrasting background with the words, **GOVERNMENT WARNING**, capitalized and in bold type.

e. **Size:**

(1) For containers of 237 milliliters (ml) (8 fluid ounces [fl oz]) or less, the statement will be in script type or printing no smaller than 1 millimeter (mm) with a maximum of 40 characters per inch (2.54 centimeters [cm]).

(2) For containers between 237 ml (8 fl oz) and 3 liters (101 fl oz), the statement will be in script type or printing no smaller than 2 mm with a maximum of 25 characters per inch (2.54 cm).

(3) For containers larger than 3 liters (101 fl oz), the statement will be in script type or printing no smaller than 3 mm with a maximum of 12 characters per inch (2.54 cm).

f. The labels will be affixed to the containers so they cannot be removed without a thorough application of water or other solvents.

### **AO2. CONTRACTOR-OWNED EQUIPMENT/FIXTURES**

a. Contractor equipment/fixtures provided for performance of the contract are subject to approval by the Contracting Officer. The equipment/fixtures will be in like-new condition and maintained in good, working order by the Contractor. Title to all Contractor-furnished equipment/fixtures will remain with the Contractor. Any required investment is a business risk for which AAFES assumes no liability.

b. All charges incident to shipping, furnishing, installing, or removing Contractor-owned equipment/fixtures will be at the Contractor's expense. If destined for an overseas facility, AAFES will provide transportation support from the port of embarkation. No equipment/fixtures will be removed without Contracting Officer approval.

c. AAFES will have the first option and right to purchase any or all of the Contractor-furnished equipment/fixtures used in performing the contract. If AAFES exercises this option, the value of the equipment/fixtures will be determined by a five-year, straight-line depreciation rate from the date of original purchase and purchase price or one dollar (\$1.00), whichever is higher. If AAFES does not exercise this option, the Contractor will remove the equipment/fixtures or provide disposition instructions to the Contracting Officer. The instructions must be provided within 15 days of contract expiration.

**AO3. CONTRACTOR'S WARRANTY.** A copy of the Contractor's warranty for the contract item(s) is shown in the Contractor Warranty Exhibit. The Contractor will provide the Contracting Officer, upon request, a copy of applicable warranties. Nothing contained in the Contractor's warranty may supersede or restrict the warranty contained in the AAFES [Warranty](#) clause. AAFES will accept Contractor's warranty provisions that are more favorable than the AAFES [Warranty](#) clause. The Contractor will furnish a copy of the warranty with each item.

**AO4. INVENTORY ADJUSTMENTS.** Exchange inventory will not exceed the overall stock-to-sales ratio agreed upon by the Contractor and the Contracting Officer. The Contractors that assist in store ordering will ensure that only models/styles, colors, and required sizes that are on a store's plan-o-gram module will be shipped. The Contractor must accept undamaged merchandise for replacement on an item-for-item basis, when necessary, to ensure that a selling facility has a balanced selection of sizes, colors, and models/styles consistent with the store's module. Disposition of merchandise that exceeds the agreed upon stock-to-sales ratio is the responsibility of the Contractor. The Contractor will bear the risk of loss upon shipment, cost of insurance, if any, and transportation.

**AO5. LOGO/ARTWORK/PROOF.** All AAFES-furnished artwork bearing the AAFES logo or trademark will remain AAFES property. The AAFES logo, trademark, or artwork may not be changed, revised, or altered. Within 20 calendar days after expiration or termination of contract, the Contractor will return all AAFES-furnished artwork to the Contracting Officer. The Contractor will provide a mock-up/proof for approval before initial production run. A first-run sample for the item(s) will be furnished to the Contracting Officer for approval, before full production.

**AO6. MERCHANDISE UNIT CONTROL (MUC).** The Contractor will provide personnel to perform the services required under this paragraph. The Contractor will also provide the Contracting Officer with the name, telephone number, and AOR for each representative who will perform service in AAFES activities. The Contractor's representatives must have proper identification. Individuals without proper identification will not be admitted to exchange facilities. The Contractor agrees that any person who is unacceptable to the Contracting Officer will not be used to perform MUC service. AAFES HQ will provide AAFES activity managers with a list of the Contractor's representatives. Contractor MUC services to be provided are:

a. The Contractor's representative will visit each participating activity at least once each month, or at mutually agreed times, as approved by the Contracting Officer. This is the minimum visit frequency. Activities with higher sales volumes may require more frequent visits; i.e., weekly. Even more frequent visits may be required for activities with the highest retail sales volumes. Visits will correspond to the approved schedule. Approved schedules will be provided the applicable activities. These activities may take order action if the Contractor's representative fails to appear within 48 hours of the scheduled visit.

b. The representative will report to the activity manager immediately upon arrival, present their identification, and sign in.

c. The representative will use and maintain either the AAFES Open Order Facility MUC form or the Contractor's MUC form. If the Contractor format is to be used, it must be approved by the Contracting Officer. If the Contractor's system is approved, it will be furnished by the Contractor to each participating location. MUCs provide a format for the store to record monthly on-hand and on-order figures along with three months' sales history. The MUC must include a basis for figuring stock levels. This is normally average monthly sales times the prescribed stock-to-sales ratio. The representative will complete the on-hand and on-order information for each of the four months shown on the form. The form will be filed in the facility manager's office. AAFES personnel will be responsible for posting receipts for accountability purposes. Store MUC records (MUC book, computer printouts, etc.) will remain in the exchange facility.

## Supplier Requirements

d. The Contractor's representative will inventory stock on-hand, update the stock control record, and prepare an order, if needed. The order will be submitted, with the stock control record, to the respective AAFES department supervisor for signature. Orders will not exceed the stock-to-sales ratio established for the participating activity considering sales, stock control records, approved open-to-buy funds, items on-hand, and due-ins. Orders will only include the items approved for the activity. The representative has no authority to represent AAFES. The representative will not sign documents for AAFES nor complete customer sale transactions.

e. The representative will report overstocks, unusual sales, and aged, deteriorated, or damaged stocks to the activity manager. Stock structure addition or deletion recommendations will be reported to the activity manager and the Contracting Officer. Activity stock structure additions are limited to the items in a contract or mechanized system. The Contracting Officer must approve the addition of another item.

f. The representative will remove from stock any defective, aged, or excess merchandise and include with the Contractor's merchandise that AAFES may have removed. The Contractor's representative will determine if the items are to be destroyed or returned. If the representative chooses to destroy the merchandise, the representative will witness the destruction and sign a charge voucher. The representative will sign a charge voucher for merchandise being returned. If the Contractor's return labels are used, the representative must have the labels on-hand for immediate use. Unless otherwise stated, risk of loss will pass to the Contractor upon shipment. The cost of return, to include transportation and any insurance, will be at the Contractor's expense.

g. The representative will assist AAFES in the display of merchandise within space allocations. AAFES personnel will be informed of product improvements, proper application or use of product, and instructed in improved selling techniques.

**AO7. PLACE OF PERFORMANCE AND SUBCONTRACTORS.** The Contractor will not subcontract the manufacturing process for the items supplied under the contract nor change the place of manufacture without the prior written consent of the Contracting Officer. Any Subcontractor, so approved and used in connection with the contract, is the agent of the Contractor and not the agent of AAFES.

**AO8. PRICE ADJUSTMENTS, GOLD or SILVER**

a. The contract price of line items containing gold or silver may be recomputed if the gold or silver price, listed in the Wall Street Journal Handy and Harmon quote, changes by 10% or more (cumulative). The change will compare the price in effect on the date of contract award or a subsequent price recomputation. Either party may request a price adjustment in writing. The request must be supported by a copy of the Handy and Harmon quotation. The request will be based on the first publication of the Wall Street Journal quotation in each month and made within 10 days following publication. The request must specify the amount of adjustment, limited to the content of gold or silver shown for the contract line items. A price adjustment (increase or decrease) will be effective the first day of the AAFES fiscal month (on or about the 26th of the calendar month) following receipt of request.

b. Any request for price adjustment, based on factors other than mentioned above, will be made according to the [Prices](#) clause.

**AO9. PRICE ADJUSTMENTS, LEAD**

a. The price of contract line items containing lead may be recomputed if the price of lead, shown in the Wall Street Journal Commodities "Cash Prices" metals quote, fluctuates by 10% or more (cumulative). The change will compare the price in effect on the date of contract award or a subsequent price recomputation. Either party may request a price adjustment in writing. The request must be supported by a copy of the Wall Street Journal quotation. The request will be based upon the first publication of the Wall Street Journal quotation in each month and made within 10 days following publication. The request must specify the amount of adjustment, limited to the content of lead shown for

the contract line item(s). A price adjustment (increase or decrease) will be effective on the first day of the AAFES fiscal month (on or about the 26th of the calendar month) following receipt of request.

b. Any request for price adjustment, based on factors other than mentioned above, will be made according to the [Prices](#) clause.

**AO10. PRICE MARKING.** The Contractor will price-mark merchandise before or at delivery with tickets prepared according to Price Marking Instructions.

**AO11. PRODUCT DEMONSTRATION**

a. When requested by the Contracting Officer, the Contractor will provide personnel acceptable to the Contracting Officer to demonstrate product(s). Demonstration frequency will be determined by activity sales volume and complexity of the category; i.e., high-volume activities or activities selling computers may require daily visits in order to properly demonstrate the merchandise. Demonstrations will be conducted at times and locations mutually agreed to by AAFES and the Contractor.

b. Products and display material used for product demonstration will be at the Contractor's expense. Any material/product taken from AAFES' shelf will be documented on a charge voucher, signed by the Contractor's representative, acknowledging receipt of the material/product and assuming responsibility for the Contractor's payment.

**AO12. SALES RACKS.** Unless otherwise provided, any equipment, racks, sales fixtures, or other display devices delivered to AAFES for use in conjunction with the Contractor's products become AAFES property upon delivery, at no additional charge.

**AO13. SEASONAL DECORATIONS.** The Contractor warrants that all seasonal decorations furnished are flame-retardant or noncombustible according to National Fire Protection Association definitions.

**AO14. SPECIFICATIONS/PURCHASE DESCRIPTIONS.** The Contractor will provide the brand name products listed in this contract which are the contractor's regular commercial products.

**AO15. SPECIFICATIONS/PURCHASE DESCRIPTIONS.** The specifications/purchase descriptions specified in this contract represent the minimum quality standards of items to be furnished.

**AO16. SPECIFICATIONS/PURCHASE DESCRIPTIONS.** Item(s) furnished must comply with all requirements of this contract and equal or exceed the quality of the sample(s) reviewed by the Contracting Officer and/or purchased by AAFES.

**AO17. SPECIFICATIONS/PURCHASE DESCRIPTIONS.** The Contractor will provide the brand name products listed in this contract which are the Contractor's existing regular commercial products. Items furnished must comply with all requirements of this contract and equal or exceed the quality of the samples submitted to the Contracting Officer; such samples may be used as a basis for ensuring that items subsequently furnished are as called for by this contract. Additionally, product descriptions and specifications contained in the Contractor's catalog trade offerings will apply to items furnished, to the extent they do not reduce the quality of the Contractor-furnished samples.

**AO18. STOCK STRUCTURE/AUTHORIZED ORDERING ACTIVITIES.** All items are coded to correspond to a facility's/store's classifications. The Contractor will not ship any items to a store which are not in the authorized stock structure for that facility. For example, an item coded "D" may be stocked in any facility/store classified as S, A, B, C, or D. B-coded items may be stocked in any facility/store classified as S, A, or B, but not in C or D facilities/stores. An item coded "R" may be stocked in any retail facility. F-coded items may be stocked in any food facility. Items coded "RF" may be stocked in both.

**AO19. STOCK STRUCTURE/AUTHORIZED ORDERING ACTIVITIES.** Items authorized for purchase under this contract and facilities/stores authorized to stock specific items are listed in an Inventory Management Purchase Order (IMPO) Catalog. The Contractor will not ship any items which are not in the authorized stock structure for that facility.

## **Section 2 – TAX EXEMPTION CERTIFICATE**

Articles described herein are either for use of the Exchange or for resale in foreign countries or possessions of the United States, and when purchased for resale these articles will be sold or disposed of in a foreign country or possession of the United States and will not be returned to the United States before such resale or other disposition, and are accordingly exempt from all applicable taxes imposed on such articles pursuant to the Internal Revenue Code. (NOT FOR SHIPMENT TO ALASKA OR HAWAII.)

## **Section 2A – DRAWBACK**

**1. FOR CONTRACTORS AGREEING TO IMMEDIATE PRICE REDUCTIONS.** The price for merchandise purchased on this order includes a price reduction for refundable customs duty and/or federal excise tax less the cost of claim processing. AAFES will execute the required waiver(s) and certification(s) of export upon submission of documents covering claims.

**Note: The following paragraph relates to the reclamation of duty when AAFES subsequently exports products purchased from your firm for which your firm paid import duties. AAFES can, with your help, reclaim the duty component from U.S. customs in instances where we have exported your products outside the U.S.**

**2. DUTY DRAWBACK.** AAFES exports a large amount of product overseas in support of our global military community. AAFES vendors who provide imported goods requiring payment of customs duties are required to provide the documentation listed below. All required documents must be submitted immediately upon delivery of goods to AAFES, whether assembled items or component parts:

- Completed Delivery Certificate for Purposes of Drawback (Customs Form 7552)
- Copy of the pertinent Entry Summary (Customs Form 7501)
- Commercial Invoice

The required documentation should be sent directly to our third party Duty Drawback Contractor, Comstock & Theakston\* at the following address:

Comstock & Theakston, Inc.  
466 Kinderkamack Road  
Oradell, NJ 07649  
Phone: (201) 967-1220

**\*Comstock & Theakston has a confidentiality clause to keep your documentation private.**

**Note: Section 2A, Paragraph 1 does not apply to orders or shipments to areas where refund of tax is not allowable under the applicable Customs/Internal Revenue Service (IRS) regulations.**



## Section 3 – INVOICING AND PAYMENT

Questions concerning invoicing and payment should be directed to the Accounts Payable Office. Invoice status can be viewed online at [partners.aafes.com/vendor/](http://partners.aafes.com/vendor/). If Internet access is not available, fax your inquiry to 214-465-2900.

**To prevent fraud and reporting discrepancies to the IRS, AAFES requires the attached W-9 form (see Figure 1) to be submitted prior to activating/establishing a vendor code within the Accounts Payable system. Please ensure the vendor name and address appear on the W-9 as filed with the IRS. Accounts Payable will verify/validate the information on the IRS website. Any discrepancy will be returned to the vendor for correction.**

### 1. INVOICING PROCEDURES.

a. To be considered a proper invoice for Prompt Payment Act purposes, a separate numbered invoice is required for each order or part of an order. Do not duplicate an invoice number used in prior billings. The company named on the order must submit the invoice. Once invoices are sent electronically (EDI 810), do not submit paper invoices. **Each invoice must contain the following information:**

(1) **Invoice number.** Each invoice will have its own unique number. Do not recycle invoice numbers.

(2) **Invoice date.** The invoice date cannot be earlier than the order ship/delivery date. AAFES will return the invoice if it is dated earlier than the ship/delivery date or if it is improper for another reason.

(3) The delivery order (DO) number, vendor order number (VON), or PO number.

(4) The AAFES-assigned vendor ID (procurement number from POs).

(5) The Contractor name and telephone number, if submitting paper invoices.

(6) DO/PO line number, item description, UPC, and quantity shipped/delivered for each item.

(7) Line item cost for EDI transmissions; line item cost and extension on paper invoices.

(8) Currency code if other than U.S. dollars.

(9) Shipping, payment, and discount terms; distribution allowance; special allowance, in dollars only for electronic transmissions. Submit as percentages only on paper invoices. Do not deduct these percentages from the item cost or the invoice total.

(10) Number of cases shipped (required for paper invoices only).

(11) Packing, palletizing, and crating charges, if reimbursable. The Contractor must prepay the reimbursable charges. State "packing and crating charges" and add to the total cost of the invoice. If these charges cannot be included, then submit a separate packing, palletizing, and crating invoice. The invoice must cross-reference the merchandise invoice and include the order number.

(12) Invoices for Exchange Catalog orders should be submitted within three days of shipment. Each PO must be invoiced separately using the 10-digit PO number.

b. The Contractor must invoice orders for delivery to an AAFES activity as follows (for non-EDI vendors):

(1) An order for Contractor direct delivery must have the packing slip enclosed in Case Number 1 or given to the exchange receiving activity upon delivery.

(2) An order being shipped by the Contractor must have the packing slip enclosed in Case Number 1. Send the original invoice to:

AAFES Accounts Payable  
P. O. Box 660261  
Dallas, Texas 75266-0261

(3) Mail invoices for merchandise sent to AAFES distribution centers (DCs) and warehouses to the above address.

c. A correcting invoice or credit memo must be so marked; cross-reference the merchandise invoice and include the PO/DO number.

d. Mark meat or meat food product invoices: INVOICE FOR MEAT OR MEAT FOOD PRODUCTS—EXPEDITE. Mark dairy product, edible fat or oil, or food product prepared principally from edible fat or oil invoices: INVOICE FOR DAIRY, FATS, or OIL PRODUCTS—EXPEDITE.

e. **Improper invoices:**

(1) Invoices with errors, including those that do not meet the above invoicing procedures and/or those with cost price discrepancies (invoice cost greater than PO cost), or invoices for quantities greater than ordered, will be returned to the Contractor unpaid, indicating the reason(s) the invoices are improper.

(2) The vendor must submit a corrected invoice. Payment terms will be suspended until receipt of a proper invoice. For discount terms, the corrected invoice must be submitted with a new invoice date.

## **2. PAYMENT PROCEDURES:**

a. A proper invoice is considered received, and the net payment period begins, on the later of the following dates:

(1) The date the invoice is actually received (by the designated paying office if, at the time of receipt, AAFES marks the invoice with the date received).

(2) The date of the invoice if the designated paying office, at the time of receipt, fails to mark the invoice with the date received.

(3) The date an EDI invoice is received by the AAFES EDI data bank, if received during normal business hours; otherwise, the next business day.

(4) The seventh day after the date on which, according to the terms and conditions of the contract, the property is actually delivered or performance of the service is actually completed, unless:

(a) AAFES has actually accepted such property or services before such seventh day; or

(b) The date of actual acceptance, if an acceptance period is specified in the contract.

(5) Acceptance occurs only when an authorized AAFES official accepts the goods or services.

b. To determine if payment is timely, we count each calendar day. Payment due on a Saturday, Sunday, or U.S. holiday may be made the next business day without incurring late payment interest.

c. Payment is considered to be made on the date of the check, the date of receipt of an electronic fund transfer (EFT) (see [Section 4B](#)), no matter the date the financial institution posts the transfer or the date withholding is initiated.

d. **AAFES payment terms are as follows:**

(1) **Special item categories:**

(a) Meat and meat food products, as defined by the Packers and Stockyard Act of 1921, 7 United States Code (U.S.C.) 182(3), including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fish (fresh or frozen), fresh eggs, and any perishable egg product. Payment will be made within seven days after delivery.

(b) Perishable agricultural commodities, as defined in the Perishable Agricultural Commodities Act of 1930, 7 U.S.C. 499 a (4). The term “perishable agriculture product” includes fresh fruit and fresh vegetables of every kind, whether or not frozen or packed in ice, and cherries in brine. We will make payment not later than 10 days after delivery, unless the contract specifies otherwise.

(c) Dairy products, as defined in the Dairy Production Stabilization Act of 1983, 7 U.S.C. 4502(e). It includes liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, edible fats or oils, and food products prepared principally from edible fats and oils, such as mayonnaise, salad dressings, and other similar products. We will make payment not later than 10 days after receipt of a proper invoice.

(2) **End of Month (EOM) or Proximo (PROX) Terms.** When the contract specifies payment terms based upon an EOM term, the 25th day of the calendar month will establish the EOM. When the contract specifies PROX, the payment term begins on the first day of the next calendar month. These terms are illustrated below, using invoice receipt date:

**Net 10 EOM.** If a proper invoice is received on or before the 25th day of the month, then payment is due on the tenth day of the next calendar month. If a proper invoice is received after the 25th day of the month, then payment is due on the tenth day of the second calendar month.

**Net 10 PROX.** Payment is due on the tenth day of the calendar month following the calendar month that AAFES receives a proper invoice. Depending upon date of receipt, the length of the terms can vary from 10 days (we receive the invoice on the last day of the month) to approximately 40 days (we receive the invoice on the first day of the month).

(3) For items other than those specified as special item categories, if the contract does not specify when net payment is due:

(a) But the contract specifies a prompt payment discount period of less than 30 days, then net payment will be due 30 days after receipt of a proper invoice.

(b) But the contract specifies a prompt payment discount period of 30 days or more, then net payment will be due 30 days after the prompt payment discount period ends.

(c) But the contract has no prompt payment discount, then net payment will be due 30 days after receipt of a proper invoice.

e. AAFES will send payment to the Vendor Master File (VMF) address. If the Contractor wants to change the address where we should send payment or wants payment sent to a financial institution or factor, send a request, signed by a responsible official of the Contractor, to the Contracting Officer. The request must clearly state the new address and the address being superseded. The change is normally effective 30 days after approval by the Contracting Officer. The approval is with the understanding that no legal obligation is imposed on AAFES for failure to make payment to the new payee/address. The Contractor may revoke such changes in a similar manner.

f. Invoice payment questions should be directed to the paying office designated in the order. The Contractor should wait at least 10 days after payment is due before contacting the paying office. Proof of delivery may be requested by the paying office for FOB destination contracts if payment of the invoice in question cannot be found. The inquiry concerning unpaid invoice or other payment discrepancy must include the following data:

Vendor Name  
Vendor Remit to ID (if known)  
Unpaid Invoice and explanation of Payment Discrepancies  
Order No. (if applicable)  
Invoice No.  
Date of Invoice Charge/Credit Voucher No.  
Invoice Amount  
Check No. (if applicable)  
Ship To Address

g. Any interest penalties due the Contractor will be computed according to the Prompt Payment Act, 31 U.S.C., Chapter 37.

h. A discount for prompt payment can be taken by AAFES if the discount payment is made within the discount period specified. The discount period begins to run on the date of the invoice. Computation for discounts begins with the date of invoice; computation for net payment begins with receipt of a proper invoice, as described above.

**3. PROOF OF SHIPMENT.** The Contractor must retain the proof of shipment on FOB origin shipments and proof of delivery on FOB destination shipments for three years after completion of the contract. In the event the Contractor fails to provide a requested proof of shipment, the Contractor will be liable for any loss or costs to AAFES. The following is a list of acceptable proof of shipment documents:

a. Original bill of lading, properly receipted by the carrier for all shipments made via railroad, motor carrier, freight, steamship, or air.

b. Original post office forms bearing canceled postage, signed and dated by the post office, indicating number of packages and destination. AAFES does not reimburse "insured" fees.

c. Parcel delivery service pickup record-computer manifest, or the equivalent, which will be required by AAFES (unless exceptions are made in advance by the Contracting Officer) and are signed and dated by the driver. Must reference number of packages and destination.

## **Section 4 – ELECTRONIC DATA INTERCHANGE**

### **Vendor Managed Inventory (VMI) requires EDI capability.**

1. VMI is defined as the exchange of the following EDI documents:
  - Transaction Set (TS) 852 Product Activity Data (from AAFES to Vendor)
  - TS 855 PO Acknowledgment (from Vendor to AAFES)
  - TS 997 Functional Acknowledgment
2. A VMI partnership is conducted at either store level or DC level.
3. VMI partnerships will exist only if such an agreement is beneficial to both parties.
4. Prior to entering into a VMI agreement, AAFES and Contractor representatives will discuss/review EDI procedures, item movement, inventories (turn rate and stock to sales ratios), and service levels.
5. The AAFES buyer and the Contractor must mutually agree on performance standards.
6. AAFES will provide product activity and PO numbers on a mutually agreed upon schedule.
7. The Contractor is responsible for monitoring reported issues, inventory, and fill rates.
8. The Contractor is responsible for successfully transmitting orders, as required.
9. EDI documents will be transmitted and acknowledged according to guidelines in either Uniform Communication Standard (UCS) or American National Standards Institute (ANSI) X12, as mutually agreed upon.
10. AAFES and the Contractor agree to use reasonable and standard procedures to protect the data and systems from unauthorized access or release. See [Privacy Act](#) Requirements.
11. The Contractor may designate a third party to receive and/or send EDI documents for VMI purposes. The Contractor remains responsible for any acts or omissions of the third party as it relates to order processing, handling, shipping, and inventory objectives.
12. The Contractor is responsible for all overstocks. If overstock conditions exist, AAFES buyers have the right to return overstocked goods at the Contractor's expense.
13. The Contractor will promptly inform the buyer of any shortages in production, pipeline supply, or stock inventories.

## **Section 4A - CONTRACTOR USE OF THE AAFES COMPUTER SYSTEM**

1. AAFES computer systems are for official AAFES business. AAFES Information Technology (IT) Computer Security Officers are the approving authority and are responsible for establishing new user accounts. The sharing of accounts (USERID) on AAFES computers is prohibited. Violators will lose their accounts.
2. Upon acceptance of a new account, we will provide the Contractor a USERID and an initial password. To activate the account, the Contractor must log on to the AAFES computer system. The Contractor must change the password when accessing the AAFES computer system for the first time. AAFES will delete an account not started within 10 business days from the date the USERID and initial

password are provided. The system requires the Contractor to change their password at fixed intervals. The Contractor's use of the system is subject to AAFES audit.

a. The Contractor is responsible for the protection of their password. Should a user suspect password compromise, they must change the password immediately and report the suspected compromise to the AAFES Computer Security Officer.

b. After three consecutive unsuccessful log-in attempts, we will suspend the USERID. The Contractor must contact the AAFES Help Desk to remove the suspension.

3. AAFES will validate Contractor accounts twice a year. If an account is inactive for six months, it will be deleted without notice. To reestablish the account, the Contractor must complete a new registration. The Contractor will promptly notify the AAFES Computer Security Officer of any change in their user's employment status. Contractors no longer needing an account will promptly notify the AAFES Computer Security Officer. Contractor accounts will be deleted upon the completion (expiration) of their contract.

4. Contractor users will not copy software to or from AAFES computers without AAFES' written permission. Any misuse of system resources (e.g., games, profit) or circumvention of security mechanisms will result in the suspension and/or deletion of the Contractor's account and possible prosecution under the law. AAFES will not tolerate unsuitable language on AAFES computer systems.

5. Contractor access will be limited to data AAFES has approved as necessary for conducting business with AAFES. AAFES operations and/or employees associated with AAFES computer systems will not be liable for the loss of any data resulting from user error, operator error, or system malfunctions. AAFES Operations is not obligated to ship tapes or hard-copy to Contractors.

6. The AAFES computer systems are normally available 24 hours a day, seven days a week. AAFES cannot guarantee uninterrupted service. We may change or modify any or all system-provided software at any time and without prior notice to the Contractor. AAFES Computer Operations will try to notify users, in advance, of any scheduled outages (e.g., preventive maintenance, equipment shutdowns, etc.).

7. The AAFES Help Desk will provide limited user assistance on tasks related to system software; however, they will not provide formal or time-consuming training.

## **Section 4B - PAYMENT BY ELECTRONIC FUNDS TRANSFER (OCT 98)**

### **1. Method of payment**

a. All payments by AAFES under this contract shall be made by EFT. The term "EFT" refers to the funds transfer and may also include the payment information transfer.

b. If AAFES is unable to release payment by EFT, the Contractor agrees to either:

(1) Accept payment by check or some other mutually agreeable method of payment; or

(2) Request AAFES to extend the payment due date until such time as AAFES can make payment by EFT.

2. AAFES shall make payment to the Contractor using the EFT information provided by the Contractor. In the event the EFT information changes, the Contractor shall be responsible for providing the updated information to AAFES, not less than 30 days prior to the effective date.

3. If the Contractor's EFT information in the AAFES database is incorrect, AAFES need not make payment to the Contractor under this contract until correct EFT information is entered into the AAFES database; and any invoice shall be deemed an improper invoice for the purpose of prompt payment under this contract.

4. If the Contractor has identified multiple payment receiving points in the AAFES database and the Contractor has not notified AAFES of the payment receiving point applicable to this contract, AAFES shall make payment to the first payment receiving point listed in the AAFES database.
5. The payment or disbursing office shall forward available payment information to the Contractor. AAFES shall send the payment information to the remittance address contained in the AAFES database.

## Section 5 – LOGISTICS INFORMATION

**SHIPPING TO CONUS/OVERSEAS LOCATIONS.** AAFES will charge the Contractor for all costs incurred for failure to follow the instructions in the Logistics Information Section. These costs can include transportation, packing, marking, and administrative expenses.

### 1. PACKING

- a. All boxes used for vendor products must be designed and manufactured to ensure safe delivery and must comply with all the applicable standards set forth by the National Motor Freight Classification (NMFC). There must be a certificate of the box maker printed on each box/container.
- b. All vendor shipments must be packaged in AAFES order-designated case quantities. Vendors consolidating shipments into master cartons are not exempt from ensuring all inner pack cases are packaged according to the order and in designated order case quantities.

#### c. Package/box quality requirements:

##### (1) CONVEYABLE BOX MIN/MAX REQUIREMENTS

	Atlanta Distribution Center (ADC)	Dan Daniel Distribution Center (DDDC)	Waco Distribution Center (WADC)	West Coast Distribution Center (WCDC)
<b>Maximum Size L x W x H</b>	36 x 24 x 24	36 x 24 x 24	36 x 24 x 24	44 x 24 x 28
<b>Minimum Size L x W x H</b>	9 x 9 x 4	9 x 9 x 4	13 x 9 x 4	9 x 9 x 2
<b>Maximum Weight (pounds)</b>	50	70	50	70
<b>Minimum Weight (pounds)</b>	5	2	3	4

**Note: Flaps must be glued or securely taped. Liquid must be marked: “THIS SIDE UP.”**

(2) **DISTRIBUTION CENTER NON-CONVEYABLE BOX.** AAFES prefers that all boxes be conveyable boxes. Packages which fall under the following criteria are not conveyable. This type of packaging should be avoided when possible.

- **Protrusions** - Package has protrusions, plastic banding, or metal banding on the outer packaging material.
- **Exceeds Case Size** - Dimensions are less than or greater than the conveyable case size requirement.
- **Wrong Package Structure** - Bags are not enclosed within a box.

- **Shape** - Containers are round or irregularly shaped.
- **Strapping** - Items are loosely strapped.
- **Hazardous** - Liquids hazardous to associates or conveyors if broken.
- **Weight** - Cartons weigh less than or greater than the conveyable case weight.

d. Multiple AAFES orders must not be consolidated or packaged inside one carton. If packing more than one order line item per carton, mark the carton "REPACK" and enclose a packing list.

e. All hazardous and flammable commodities will be packaged and marked according to state and U.S. laws and regulations, international agreements, and military or carrier rules.

f. Costs required to protect the cargo are the Contractor's responsibility.

**2. MARKING.** Marking must be clear and easily read. Remove or cover markings that are not pertinent. A carton tag or label will be used if printing or stenciling is not practical. Mark each carton as follows:

a. All cartons must have the following information printed on at least one side of each standard pack shipping container:

- AAFES PO number
- AAFES destination facility (seven/ten-digit number), if available
- Item description
- Color, size, style (if applicable)
- Case pack (number of selling units in carton)
- Selling unit UPC label
- Date of manufacture (month, year) or date of expiration (day, month, year for perishable commodities)
- "REPACK" must be clearly printed on all consolidated cartons

Repack cartons contain more than one order case pack in a single shipping case. An example of a repack carton is when an order calls for an item to be packed 6, but is shipped in a carton packed 72 (12 x 6). This carton must be marked "REPACK." Each inner carton of 6 must be packaged in a shippable carton meeting above stated NMFC guidelines.

b. Carton marking information can be printed directly on the corrugated carton or printed on labels and applied to the shipping carton. If stenciling is the only means to mark the cartons, then a minimum 1/4-inch lettering must be used. Exceptions would only pertain to bagged products or non-corrugated packaging (e.g., potting soil, bagged dog food, ladders, etc.). It is permissible to print all carton markings on the shipping label. Refer to [AAFES Standard Shipping Label Guidelines](#) in [paragraph 3](#).

c. **Hazardous Goods**

(1) All hazardous and flammable commodities will be marked in accordance with state and U.S. laws and regulations, international agreements, and military or carrier rules.



(2) The Contractor will mark all packages/cartons of hazardous/dangerous goods to meet U.S. Department of Transportation (DOT) and United Nations (UN) rules and regulations. Classify these goods using [AAFES Form 3900-004](#), [Hazardous Materials Identification Classification Questionnaire](#). Complete all applicable blanks with the required information. Return the completed form, attached to an MSDS, to the Contracting Officer. The MSDS must contain the proper shipping name, class/division, UN number, packing group (when applicable), and the flash point (for Class 3 dangerous goods).

(3) Packing requirements can be found in the following regulations:

- International Maritime Dangerous Goods (IMDG)
- International Air Transport Association (IATA)
- Code of Federal Regulations (CFR), Title 49, Transportation

d. If additional markings are required, they will be shown in the order's "MARK FOR" block. Special markings (e.g., fragile, keep refrigerated, date of manufacture, date of expiration, use by date) may be required.

**3. AAFES STANDARD SHIPPING LABEL GUIDELINES.** Contractors are required to use a UCC label. The UCC/128 bar code is required along with the advanced shipping notification, preferably through EDI. The standard shipping label must contain the following information:

Ship From:	Vendor's Name	Ship To:	AAFES DC or Facility Name
	Address		Address
	City, State Zip Code		City, State Zip Code

MARK FOR: Final receiving location (facility name and seven-digit number is preferred). Include "MARK FOR" data on all cartons.

AAFES order number (e.g., 00-xxxx-xxxx) must be on each carton.

Ship From:	Vendor Name	MARK FOR:	Aberdeen Main Store
	Vendor Address		104-0505
	City, State Zip Code		
Ship To:	Dan Daniel Distribution Center		
	231 Enterprise Drive		
	Newport News, VA 23603		
Order number:	00-xxxx-xxxx		

a. Items shipped by full pallet or slip-sheet quantities will require one designated shipping label placed on the upper right-hand corner (representing the entire pallet) of the unitized load.

b. Items shipped as individual carton (floor-loaded) quantities and/or mixed on a pallet will require one designated shipping label placed on each carton of merchandise in the shipment.

c. Palletted items or slip-sheet quantities, designed to be delivered intact, will not be broken down in-transit. To ensure these pallets maintain their integrity, place large labels or tags on all four sides stating: "DO NOT BREAK DOWN PALLET."

**4. LOADING/UNLOADING.** The Contractor will load all AAFES shipments at its own expense. AAFES uses all modes of transportation; therefore, loading may involve commercial and/or AAFES equipment. The carrier may be required to unload at destination. Unloading charges for FOB destination purchase orders are the vendor's responsibility.

a. Palletized shipments are preferred and should be used whenever possible. Regardless of FOB terms, do not load multiple POs on one pallet or slip sheet.

b. **Pallet standards will meet these minimums:**

(1) Grade A four-way, flush non-reversible to be of:

- Good sound material free of knots.
- Seven boards on top and five on bottom with three stringers.
- No missing or broken boards on top or bottom.
- No double stringers or patched boards.
- All stringers to be solid, not broken or cracked.
- Not required to be bleached or white, but should be clean.

(2) All shipments destined to foreign countries must meet requirements outlined in [Section 5, paragraph 9c](#).

c. Contractors may be required to palletize the shipment by specific pallet stacking pattern identified in the order's special instructions.

d. **Overhang.** Merchandise must be stacked on pallets with NO OVERHANG product over the edge.

e. **Stack by Item.** Merchandise MUST be segregated and stacked on the pallet by item.

f. **Slip Sheets.** Slip sheets may be used for additional layers on top of the stack to help maximize the full cubic space of a trailer.

g. **Double Stacks.** Pallets may be double-stacked in the trailer, providing the weight and/or height will permit.

h. **Stretch Wrap.** All slip sheets and/or pallet merchandise must be stretch-wrapped to help prevent merchandise loss or damage during shipment. Please do not put labels on the stretch wrap. Ensure all labels are securely placed on the inside of the stretch wrap. Stretch wrap must be of top quality and memory; retention specifications must be 80 gauge, 15", or the equivalent of Mobil, Borden, or Lineal brands.

i. **Pallet Exchange.** AAFES does not do pallet exchange except when coordinated in advance with the individual delivery destination. CHEP pallets must be identified on the bill of lading for accountability. Pallets are considered part of the cost-of-goods and charges must be approved by the Contracting Officer and itemized, with costs, on the invoice and bill of lading.

**5. PALLET PICK PROGRAM.** AAFES has a pallet pick program that lets its large-volume retail stores receive pallet quantities of warehouse-stocked merchandise. Vendors providing merchandise for this operation will be required to identify items for ease of receipt at AAFES DCs.

- a. AAFES orders will specify items that must be shipped in pallet quantities.

**Note: The same vendor stock/style number may be on the order, but listed as a different seven-digit computer reference code (CRC) or 15-digit item number for individual case pack distribution to smaller retail stores.**

b. Items designated in pallet pick quantities must be delivered in the following manner to ensure proper receipt upon delivery to AAFES DCs:

- (1) Pallet each item based on quantity predetermined by the Contracting Officer.
- (2) Stretch-wrap product to meet the guidelines in [paragraph 4h](#).
- (3) To ensure these pallets maintain their integrity, place a large label or tag on all four sides stating: "DO NOT BREAK APART PALLET PICK."
- (4) No change to the order pallet quantity is authorized without Contracting Officer approval.

**6. HAZARDOUS ARTICLES.** Shipments of hazardous/dangerous articles must follow U.S. laws and regulations, international agreements, and military or carrier rules. AAFES transportation centers (ATCs) can provide specific instructions for shipments going overseas. Shipments for overseas locations routed through an AAFES-operated consolidation center (CC) or DC, or a military terminal, must be marked, packaged, and documented for subsequent international shipment.

**7. DOCUMENTATION. Bills of lading** will be completed according to the rules of National Motor Freight/Uniform Freight Classification. Include the following on all bills of lading:

a. The AAFES order number, pieces, weight, and cube for each order, and if for export shipment, the transportation control number (TCN). For shipments subject to density ratings, such as toys or plastic articles, show the density per cubic foot and total cubic feet. The actual weight of the shipment is the only weight to be shown. Call AAFES Logistics (LG) before shipping merchandise with less than 6 lb. per cubic foot density and a volume of more than 300 cubic feet.

b. Carrier delivery appointment required.

c. Unless palletized shipments are documented with pallet "Said To Contain (STC)" on the freight bill or bill of lading, individual cases must be counted at pick up and transshipment points as well as at the ultimate destination.

d. **FOB origin freight charges:**

(1) Less than truck load and truck load shipments to AAFES DCs, CCs, and retail facilities must be third-party billing to AAFES. Bills of lading should be marked as follows:

"Collect," Third-Party Bill to: AAFES Logistics  
ATTN: LG-T/FBA  
P.O. Box 660202  
Dallas, TX 75266-0202

(a) Include the AAFES 10-digit order number, pieces, weight, and cube for each order number on the bill of lading.

(b) FOB origin FedEx Ground Service shipments must be collect.

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(c) FOB origin United States Postal Service (USPS) shipments routed to an Army/Air Force Postal Office (APO) address, Alaska, Hawaii, and Puerto Rico must be prepaid and added to the merchandise invoice.

(2) **Packing Slip/Invoice.** Include a packing slip or invoice copy for each order, or part of an order if partial shipments were authorized. Enclose the packing slip or invoice copy in Carton Number One or in the document envelope, if provided. Mark the outside of Carton Number One, "Packing Slip Enclosed." The invoice copy serves as a packing slip only.

(a) Shipments that include more than one order will require more than one invoice. A separate packing slip, corresponding one-to-one for each invoice, is required.

(b) Include the order number and contract line numbers on the packing slip or invoice copy. The packing slip must include an identifying number on the invoice for matching the invoice to the packing slip.

(c) If shown on the order, include the facility name and building number on the packing slip.

**8. MOVEMENT INFORMATION.** The following provisions apply to CONUS shipments and CONUS-to-Overseas (see additional provisions in [paragraph 9](#)):

a. The Contractor must follow FOB origin routing as shown on the order. If an order is received without routing, or a deviation is required, call AAFES-LG. AAFES must authorize any deviation to the routing instruction before shipment is made. Unless otherwise directed, call for routing at least three days before the scheduled ship date. No shipments will be sent by small package carrier (i.e., U.S. Mail or FedEx Ground) to an AAFES CC.

b. If the FOB terms are changed, the Contractor must call AAFES-LG for routing instructions.

c. Vendors that have routing instructions that read "partners.aafes.com" are receiving routing instructions from the AAFES TMS. Vendors are required to go to the AAFES Partners website ([partners.aafes.com/vendor/](https://partners.aafes.com/vendor/)), release orders, and follow routing instructions provided by the TMS. Orders cannot be released past the scheduled ship date and will require PO amendments from the Contracting Officer to change the ship date. Failure to follow TMS routing instructions may result in non-compliance charges for any excess freight charges incurred by AAFES.

d. **FOB origin orders.** The Contractor will arrange pick-up on the scheduled ship date. If the Contractor cannot ship on the scheduled ship date, prior approval must be obtained by the Contracting Officer to avoid carrier charges and order cancellation. AAFES may cancel the order and return shipments made after the scheduled ship date and charge the vendor for the cost of returning or disposing of the shipment, or charge the Contractor the cost of expedited handling and transportation to retail stores, where applicable.

e. **FOB destination orders.** The Contractor must deliver the shipment on the scheduled required delivery date. If the Contractor cannot meet this delivery date, prior approval must be obtained from the Contracting Officer. AAFES may refuse shipments arriving after the scheduled required delivery date and cancel the order or, if accepted, charge the Contractor the costs of expedited handling and transportation to retail stores, where applicable.

f. **Order Consolidation.** Consolidate FOB origin shipments to the same "Ship To" address on the same ship date on a single bill of lading. If the consolidated shipment is more than 5,000 lbs. or more than 700 cubic feet, call AAFES-LG to verify routing. If small parcel orders are consolidated and are more than 200 lbs. or more than 15 cubic feet, call AAFES-LG to verify routing.

**Note: The above order consolidation does not apply to shipments routed by the AAFES TMS.**

**9. SHIPPING TO OVERSEAS LOCATIONS.** In addition to provisions stated in [paragraph 8](#), the following will apply. AAFES will charge the Contractor for failure to follow these instructions. These costs can include transportation, packaging, marking, handling, and administrative expenses. The Contractor must follow FOB origin routing as shown on the order. If an order is received without routing, or a deviation is required, call AAFES-LG. AAFES must authorize any deviation to the routing instruction before shipment is made. Unless otherwise directed, call for routing at least 14 days before the scheduled ship date.

a. **MARK** all cartons with the order "MARK FOR" data.

b. **CONTAINER LOADING.** Regardless of FOB terms, AAFES may require the Contractor to load ocean containers. The Contractor, when loading is complete, will provide container and seal numbers to the ATC at least 24 hours prior to vessel cutoff. ***The Contractor is responsible for meeting a vessel cutoff date/time provided by the ATC. The Contractor must provide the ATC notice prior to cutoff date/time if it cannot meet this obligation.*** In the event the Contractor does not provide prior notice to the ATC of a failure to meet vessel cutoff date/time, the Contractor will be assessed an administrative fee for late van and seal, which will equal an initial charge of \$50 for processing the paperwork and an additional \$50 for every container late within that booking. The Contractor will also be charged a "no show" fee of \$250 for every container that does not make the vessel cutoff as AAFES incurs charges from the carrier. The ATC telephone numbers for reporting purposes are (214) 312-3786 and (214) 312-2931.

(1) The Contractor may be required to ship to a DC or Consolidator.

(2) The Contractor will ensure special instructions are included on the bill of lading (i.e., calling for delivery appointment, delivery to a specific building number, etc.) when shipping via commercial carrier.

c. **PALLET REQUIREMENTS FOR EUROPE.** Shipments on pallets destined for European Union countries must comply with regulations regarding imports (see [www.aafes.com](http://www.aafes.com), "Doing Business with AAFES;" review Logistics section for the latest information).

(1) All shipments destined to European Union countries (which include Germany, United Kingdom, Italy, Spain, France, Belgium, Netherlands, Luxembourg, Austria, Portugal, Ireland, Sweden, Switzerland, Denmark, Greece, and Finland) must comply with the Emergency Measure (2001/219/EC) adopted by the Commission of the European Communities (CEC) which applies to coniferous (softwoods – pine, spruce, fir) Non-Manufactured Wood Packing (NMWP) materials used to ship product. NMWP materials are pallets, crating, boxes, or dunnage made of raw wood.

(2) The Emergency Measure was adopted by the CEC to stop further spread of a microscopic pinewood nematode to European Union forests that has already caused damage to the forests of Japan and China. This mandate requires all coniferous NMWP materials to be heat treated, or kiln-dried heat treated, and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC).

(3) To comply, AAFES requires all NMWP materials produced entirely or in part of nonmanufactured softwood species to be constructed from Heat Treated (HT) (to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the ALSC, in accordance with NMWP enforcement regulations dated May 30, 2001.

(4) NMWP made exclusively of hardwood materials, though exempt from the CEC Emergency Measure, must also be marked. The proper mark is "NC - USA."

(5) Markings placed on the NMWP materials must be at least 1.25" in height. On pallets, the markings shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On crates/containers, the marking shall be applied on a side other than the top or bottom, and be contrasting and clearly visible.

(6) These quality marks and more information regarding the European Emergency Measure can be viewed at the U.S. Department of Agriculture (USDA) website:  
<http://www.aphis.usda.gov/ppq/swp/eunmwp.html>.

## 10. **SPECIAL PROGRAMS (Crossdock/Vendor Managed Inventory/Standing Carrier, etc.)**

### a. **Crossdock Shipments**

(1) Vendors must not back order any merchandise on crossdock orders. Any item balance unable to be filled will be canceled after initial shipment.

(2) Vendors must not substitute any merchandise on crossdock orders.

(3) Vendors agree to no minimum order quantities on crossdock items.

(4) Vendors must ship orders complete to the extent possible. If a trailer overflow is experienced, all remaining merchandise must be shipped immediately via preferred AAFES Carrier.

(5) Vendors must give our DCs return authorization within two working days to return any merchandise shipped to the DC which was not on the order and/or is in excess of what was ordered.

(6) Vendors must immediately notify the Contracting Officer when model numbers or style numbers are changed or when model changes or production problems create shipment delays.

(7) Crossdock origin vendors will be provided with a Route Guide by AAFES-LG, if not on AAFES TMS.

b. **Vendor Managed Inventory.** FOB origin vendors that are participating in the AAFES VMI program should follow the routing guide provided by AAFES-LG. Contact AAFES-LG if a Route Guide was not provided.

c. **Standing Carriers.** Routing will be provided to those vendors identified by the AAFES Contracting Officer.

## 11. **SHIPMENT VIA AIR**

a. **Commercial.** Call AAFES-LG, Traffic Division, for routing.

b. **Military Airlift.** The Contractor must call customer service for air clearance. Do not ship without this clearance. AAFES will give the contractor Military Airlift shipping labels and instructions. Do not ship without Military Airlift labels.

## 12. **IMPORTS–SHIPPING FROM OVERSEAS LOCATIONS** (see [Sections 2, 2A, 3, and 5A](#)).

a. **MARK** all cartons with the order's "MARK FOR" data.

b. **SHIPPING TO DISTRIBUTION CENTERS OR CONSOLIDATORS.** The Contractor may be required to ship to a DC or Consolidator.

c. **ROUTING.** The Contractor must follow FOB origin routing as shown on the order. If an order is received without routing, or a deviation is required, call AAFES-LG. AAFES must authorize any deviation to the routing instructions before shipment.

d. **LOADING.** Contractor shipments must be loaded by destination, order number, and style number. For shipments that are not loaded by destination, order number, and style number, a sorting charge may be assessed to the Contractor. Sorting charges assessed by an overseas consolidator will be based on their local rates.

e. **CONSOLIDATION CENTER CHARGES.** The overseas consolidator will assess Container Freight Station (CFS) and Forwarders Cargo Receipt (FCR) charges based on local trade tariffs in the area of the consolidator.

f. **DOCUMENTATION**

(1) The type of merchandise being imported can determine the documents required to accompany an import shipment. All or part of the following documents will be required on shipments from overseas locations:

- \* (a) Bill of Lading
- \* (b) Packing List
- \* (c) Commercial Invoice
- \* (d) Country of Origin Declaration
- \*\* (e) Toxic Substance Control Act (TSCA) Certification
- \*\* (f) Trademark Certificate
- \*\* (g) Textile Declaration
- \*\* (h) Textile Export Visa
- \*\* (i) Certificate of Origin
- \*\* (j) Inspection Certificate
- \*\* (k) Container Freight Manifest

\* **Required documentation**    \*\* **Required, if applicable**

(2) Due to changing requirements, documentation that is not listed may be requested.

(3) Addresses to which documentation is to be sent will be given to the Contractor through the routing instructions on the order.

\*\*\* **See Figure 2 for samples of carton markings.** \*\*\*

(4) **Import Security Filing Requirements:**

(a) All inbound ocean shipments destined to the United States must comply with U.S. Customs import security filing requirements.

(b) Vendors must provide the following information at the time of booking orders with AAFES or agents performing container booking/consolidation services:

- Seller name and address (company AAFES is purchasing from)
- Manufacturer name and address (where product was made)
- Ship to name and address (AAFES facility PO is shipping to)
- Container stuffing location if NON-factory load

- Consolidator name and address for factory loads
- Country of origin code
- AAFES assigned Harmonized Tariff Schedule (HTS) code

(c) Any incorrect information that results in a fine to AAFES will be charged back to the shipper.

g. **AAFES VENDOR COMPLIANCE PROGRAM – IMPORTS.** “AAFES Imports” maintains two compliance programs. One is for the paperwork required for entry; the other is for canceling/changing bookings with our consolidator.

(1) **Paperwork Requirement**

(a) Below is the minimum requirement for the commercial invoice:

- 1) Textile/garment shipments – Complete name and address for all manufacturers. All other shipments – complete name and address of seller as well as the manufacturer.
- 2) Port of entry to which the merchandise is destined.
- 3) Time and origin of shipment as well as consignee.
- 4) AAFES 10-digit PO number.
- 5) Each item must be identified by the UPC code and include a complete description, to include the AAFES assigned HTS code. The complete description includes exactly what the item is, what it’s made of, and the intent of use. If the description is not clear, please include a picture of the item.
- 6) Quantities in weights and measures to include net and gross weight of each item.
- 7) Cost price to AAFES, to include the currency information.
- 8) Terms of purchase.
- 9) The country of origin must agree with the markings on the items.
- 10) Invoice and all paperwork must be in the English language.
- 11) **International Commercial (INCO) Terms** (terms of sale) for Import items:
  - **CFR** – Vendor clears product for export and pays to have shipment taken to the port; AAFES is responsible for shipment from there.
  - **CIF** – Vendor clears product for export, pays to have shipment loaded on vessel, and must pay for marine insurance.
  - **CIP** – Vendor clears product for export, pays to have shipment moved to designated point, and pays insurance to cover the move to the port.
  - **CPT** – Vendor clears product for export, but AAFES pays all costs to move from vendor to the port.



- **DAF** – Vendor clears product for export and pays transportation until shipment arrives in country, but AAFES is responsible for customs clearance and further movement.
- **DDP** – Vendor is responsible for all costs to move product to AAFES destination, including customs duties and clearance costs.
- **DDU** – Vendor clears product for export and pays transportation to AAFES destination, but AAFES is responsible for customs duties and clearance costs.
- **DEQ** – Vendor clears product for export and pays transportation to port and cost to offload to port, but AAFES is responsible from that point.
- **DES** – Vendor clears product for export and pays transportation to destination, but AAFES is responsible for customs clearance and offloading costs.
- **EXW** – AAFES takes title at vendor, and is responsible for all export costs.
- **FAS** – Vendor clears product for export and delivers shipment to the vessel.
- **FCA** – Vendor clears product for export and delivers shipment to AAFES designated point.
- **FOB** – Vendor clears product for export and pays to have shipment loaded on the vessel.

(b) Certain items, such as microwaves, require specific paperwork that can be obtained from the local office of our consolidator.

(c) Items sold in sets require a breakdown of the set on the commercial invoice. The breakdown must include a complete description as well as the cost price of each individual item. The cost price of the items in the set should equal the total cost of the item to AAFES.

(d) FDA paperwork is required for CD/DVD players, massagers, electric toothbrushes, and food products (including food packaged with a toy).

(e) If the goods purchased are subject to anti-dumping duties, the buyer must be informed before the goods are purchased and a statement of non-reimbursement must be included with the paperwork.

(f) All paperwork must be compliant with the appropriate Customs/other government agency rules and regulations.

## (2) **Booking Compliance**

(a) Vendors who make bookings with our consolidator and then change or cancel the bookings cause AAFES to ship containers that are not fully loaded, thus increasing our transportation expenses.

(b) AAFES will charge vendors a fee for violation of the imports compliance program. It is possible to be charged twice per an individual PO that has multiple non-compliance issues.

(c) This program is not intended to be a profit center. The intent is to recoup some of the expenses violations cause.

(d) If you have any questions, please contact the AAFES imports office at [lqimports@aafes.com](mailto:lqimports@aafes.com).

## **Section 5A – GENERAL INSTRUCTIONS**

**GO0. Pallet Shipments:** The type of pallet pattern varies. Vendor NON-BULK shipments to all DCs will be on pallet type in GO5. Vendors will use pallet type GO7 for BULK shipments to DCs. BULK pallets (GO7) are used when a case exceeds 50 pounds, 36 inches in length, 23 inches in width, and 3 inches in height.

**GO1.** RESERVED

**GO2.** Mark **Aerosol** in bold lettering, not less than 7/16" high, on all shipping containers with aerosol dispensers.

**GO3.** Partial shipments are authorized.

**GO4.** Inspection will be at Contractor or Subcontractor facility. The Contractor will provide, at no cost to AAFES, inspector parking, assistance in moving merchandise, sample unpacking, repacking, adequate inspection space, inspection table(s), sufficient lighting, and any special or support equipment (e.g., for product function tests) needed to accomplish the inspection.

**GO5.** Use a 40" x 48", four-way entry, flush side, non-reversible pallet. No product overhang is permitted. The maximum height, including the pallet, will not exceed 39". Wrap each pallet using one of the following methods: stretch film, shrink film, or top-capped strapped four ways. Stretch film is preferred. If using the top-capped method, we prefer plastic strapping.

**GO6.** RESERVED.

**GO7.** Use a 48" x 40" pallet for bulk storage. Maximum height will not exceed 60". No product overhang is permitted. Wrap each pallet using one of the following methods: stretch film, shrink film, or top-capped strapped four ways. Stretch film is preferred. If using the top-capped method, we prefer plastic strapping.

## **Section 6 – UNIVERSAL PRODUCT CODE – PRODUCT IDENTIFICATION**

**1. UNIVERSAL PRODUCT CODE or EUROPEAN ARTICLE NUMBER (EAN).** All merchandise must have a UPC or EAN on the merchandise.

a. The UPC is a 12-digit code that identifies the consumer package. The barcode includes the UCC Company Number (a six-digit, globally unique number assigned by the UCC to the manufacturer of the product) followed by a five-digit item reference number. The last digit is a check digit for the entire ID number (the number is calculated from the values of the other digits to perform a mathematical check for the accuracy of the encoded message).

b. The EAN is a 13-digit code that identifies the consumer package. The barcode consists of a UCC/EAN Company Number (seven digits) formed by combining a UCC/EAN Numbering Organization Prefix (two digits) with a number (five digits) that uniquely identifies a UCC/EAN member company. The Item Number (next five digits) is typically assigned by the supplier to their products (serves as a key to the supplier to retrieve information associated with it). The last digit is a check digit for the entire ID number (the number is calculated from the values of the other digits to perform a mathematical check for the accuracy of the encoded message).

2. **AAFES BRAND MERCHANDISE/NON-UNIFORM CODE COUNCIL MEMBERS.** UPCs and/or EANs are required on all items as follows:

a. **AAFES Brand Merchandise.** AAFES will assign a UPC to each item.

b. **Non-AAFES Brand Merchandise.** If the supplier does not belong to the UCC or EAN International, then AAFES will assist the Contractor in obtaining a UPC upon request.

3. The cost of UCC/EAN codes is the responsibility of the Contractor.

4. The Contractor will be liable for costs incurred by AAFES because of merchandise received with erroneous, misapplied, or no barcode markings.

5. Refer questions concerning UPC/EAN markings to the Contracting Officer.

6. The UCC is the central code management agency. They will assign the manufacturer identification numbers according to UCC rules, but will not assign the item numbers. They do not maintain a listing of the five-digit item code assignments made by each manufacturer. Each manufacturer will assign, control, and record its own five-digit item codes with the UPC configuration. Companies interested in obtaining their globally unique UCC Company Number should apply directly to Uniform Code Council, Inc.

Uniform Code Council, Inc.  
7887 Washington Village Dr., Suite 300  
Dayton, OH 45459-8605  
(937) 435-3870  
Website Address: [www.uc-council.org](http://www.uc-council.org)

7. Foreign suppliers may contact the UCC and/or EAN International for barcode guidance.

EAN International  
Rue Royale 29 B-1000  
Brussels, Belgium  
Phone: 322-218-7674  
Website Address: [www.ean-int.org](http://www.ean-int.org)

8. Both the UCC and EAN will provide barcode location guidelines. The guidelines define the recommended areas to place the barcode on consumer packages. The purpose is to simplify the use of automated checkouts.

**Note: The above guidelines are valid as of the date published; however, the UCC and EAN International can make changes and/or additions daily. Please refer to their websites for the most current information.**

## **Section 7 – FASHION DISTRIBUTION FACILITY (FDF)**

**YO1. PACKING, MARKING, AND SHIPPING MERCHANDISE.** Failure to comply with these requirements will be considered a failure to ship conforming items timely. AAFES may reject the items or lots. AAFES may also take other action, according to contract provisions such as [Returns](#), [Non-Waiver of Defaults](#), and Latent Defects. The Contractor should refer questions to the Contracting Officer.

**YO2. GENERAL REQUIREMENTS.** The Contractor will ship all merchandise following the order routing instructions. Contractors making local delivery by truck must call for a delivery time. Multiple shipments are not authorized. The order must be complete in one shipment. The Contractor must ship orders for coordinate groupings together. AAFES will charge the Contractor for storage charges if incomplete coordinate groupings have to be held. The Contractor must contact AAFES-LG seven business days prior to the order ship date for routing.

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**YO4. MERCHANDISE SHIPPED IN CARTONS, ON HANGERS**

a. Garments must lay face-up in the carton on the appropriate give-away hanger. Garments must be on the hanger with the open-mouth hook facing the right sleeve. A 3/4 mil weight poly garment bag will completely cover each garment.

b. Sizes must be clearly separated in the carton. Colors must be separated within each size in the same sequence.

c. Orders will not be mixed in a carton. A flat-type carton is preferred to a wardrobe carton. Do not describe as hanging garments on the bill of lading. Each carton shipping label must be marked with the line item number from the AAFES order. Only one item will be packed in a carton. Repack is not authorized.

d. Each carton must clearly show the complete order number, number of cartons in the shipment (1 of 20, 2 of 20, etc.), and a two-digit designator for the type of merchandise, as follows:

- 70 .....Mens Clothing
- 71 .....Mens Furnishings and Accessories
- 72 .....Ladies Clothing
- 73 .....Ladies Lingerie/Accessories
- 74 .....Boys
- 75 .....Girls
- 76 .....Infants/Toddlers

e. Sizes must be separated within each color in the same sequence.

**YO5. MERCHANDISE SHIPPED FLATPACK TO REMAIN FLAT PACK; i.e., VENDOR PREPACKS (ONLY WHEN SPECIFICALLY AUTHORIZED BY AAFES)**

a. Do not mix orders in a carton. Any inner carton must be packed according to the lowest distribution unit (LDU) specified in the order (2/12, 3/12, 4/12, 6/12, 12/12) and one size to an LDU. Colors can be assorted or solid pack. Each carton shipping label must be marked with the line item number from the AAFES order. Only one item will be packed in a carton. Repack is not authorized.

b. Each carton must clearly show the complete order number, number of cartons in the shipment (1 of 20, 2 of 20, etc.), and a two-digit designator for the type of merchandise as follows:

- 70 .....Mens Clothing
- 71 .....Mens Furnishings and Accessories
- 72 .....Ladies Clothing
- 73 .....Ladies Lingerie/Accessories
- 74 .....Boys
- 75 .....Girls
- 76 .....Infants/Toddlers

c. Each carton must be packed with a full size scale assortment as specified in the order. For example, if the order calls for:

30 units of red ..... small  
60 units of red ..... medium  
30 units of red ..... large  
30 units of blue..... small  
60 units of blue..... medium  
30 units of blue..... large  
30 units of white ..... small  
60 units of white ..... medium  
30 units of white ..... large

An acceptable prepack carton would contain:

1 red ..... small  
2 red ..... medium  
1 red ..... large  
1 blue ..... small  
2 blue ..... medium  
1 blue ..... large  
1 white ..... small  
2 white ..... medium  
1 white ..... large

**YO6. MERCHANDISE SHIPPED FLATPACK TO BE REPACKED**

a. Do not mix orders in a carton. Sizes must be clearly separated in the carton. Colors must be separated within each size in the same sequence. Each carton shipping label must be marked with the line item number from the AAFES order. Only one item will be packed in a carton. Repack is not authorized.

b. The outside of each carton must clearly show the complete 10-digit order number, number of cartons in the shipment (1 of 20, 2 of 20, etc.), and a two-digit designator for the type of merchandise, as follows:

70 .....Mens Clothing  
71 .....Mens Furnishings and Accessories  
72 .....Ladies Clothing  
73 .....Ladies Lingerie/Accessories  
74 .....Boys  
75 .....Girls  
76 .....Infants/Toddlers

c. Sizes must be separated within each color in the same sequence.

**YO7. FOOTWEAR.** Unless other instructions accompany the order, footwear must be packed according to the order size scale, in a single carton per size scale. Each carton shipping label must be marked with the line item number from the AAFES order. Only one item will be packed in a carton. Repack is not authorized. The outside of each carton must clearly show the complete 10-digit order number, number of cartons in the shipment (1 of 20, 2 of 20, etc.), and a two-digit designator of 77 – FOOTWEAR.

**YO8. ANY ADDITIONAL LABOR/MATERIAL COSTS** incurred by the FDF to correct an order not in compliance with the applicable terms and conditions, will be charged back to the Contractor.

## Section 8 – FINE JEWELRY

**JO1. STONES INSPECTION/QUALITY ASSURANCE.** Stones may be removed from their mountings for inspection. We will return stones to the Contractor for replacement/resetting. If the item is defective, provisions covering defective items apply. If the item is acceptable, we will pay for packing, remounting, and round trip mail charges. Remounting costs are limited to the setting charges in the Cost Analysis Worksheets the Contracting Officer approved. AAFES may use the Gemological Institute of America (GIA) for inspection or verification inspection service. GIA inspections will be final and binding.

**JO2. ITEM DESCRIPTION – INVOICE.** Invoice item description must include the **exact size** of the center stone supplied for items with major stones of **.12 carat or larger**. This is a requirement for paper invoices only; the requirement is excluded for EDI invoice transmissions.

**JO3. REINVOICE INSTRUCTIONS FOR DEFECTIVE/NONCONFORMING ITEMS.** Defective/nonconforming items or lots will be returned to the Contractor for repair or replacement. A charge voucher for the defective/nonconforming jewelry will accompany the shipment. Upon return of the repaired/replaced items or lots to AAFES, the Contractor will reinvoice using the original order number and referencing the charge voucher number.

**JO4. PACKING.** In addition to [Section 5A – GENERAL INSTRUCTIONS](#), the following applies:

a. Pack items in boxes suitable for registered mailing. Enclose each item in a plastic bag. The plastic bags will be equal to or better than Mason Box Company, 2" x 3" or 3" x 3" mini-grip, see-through, with zipper closure. If more than one style is ordered, like items will be consolidated in a paper envelope marked with the AAFES style number.

b. The Contractor will ship chained items in plastic bags, with .5" of the chain draped over the outside of the bag to prevent knotting. Price tickets will be attached to the chain and must be readable without removal from the plastic bag.

c. The Contractor will fasten pierced earrings to cards and place in plastic bags. Price tickets will be attached to the earring post on the back of the card. The ticket must be readable without removal from the plastic bag.

**JO5. MARKING.** In addition to [MARKING](#) in [Section 5](#), the following applies: The order number must be clearly identified on the outside of the shipping box. If more than one order is included, items for each order will be separately packaged in the shipping box and each order number shown on the box. If more than one shipping box is used, each box will be identified in numerical sequence (for example, 1 of 3, 2 of 3, 3 of 3). Replacement shipments will reference the charge voucher number and the original order number.

**JO6. TAXES/DUTIES/DRAWBACKS.** If, on a retroactive or current basis, the Contractor is relieved from payment of any tax or duty included in the contract price, AAFES will be refunded and/or the contract prices correspondingly reduced. The Contractor certifies they have made no drawbacks of duties nor refunds or remission of taxes, nor will any be taken on merchandise for AAFES' overseas resale. The Contractor will assist AAFES in processing requests for drawbacks or refunds.

## Section 9 – FOOD AND BEVERAGE

**FO1.** Products will originate in an establishment listed in the Department of Defense (DoD) Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, or from an establishment approved or exempt in accordance with Army Regulation (AR) 40-657, Veterinary Food Safety, Quality Assurance, and Laboratory Services/Air Force Regulation (AFR) 48-116, Food Safety Program. The directory is maintained (WEB based) by the U.S. Army Veterinary Command, Fort Sam Houston, Texas (<http://veda.amedd.army.mil/86256F90007C2D1D/VETCOM>).

**FO2.** Products shipped must be from the latest date of pack. However, seasonally packed products will not have been in storage more than 12 months. Identify food in Groups I, III, V, VI, and IX with a readable date. Use either date of production, date of processing/pasteurizing, or a “use by” or “pick up” date. For shelf-stable items, we prefer open-dating, but coding is acceptable. Contractors who do not use open-dating will give the Contracting Officer a code “key” explaining the actual date of production or processing within 30 days following the initial order.

**FO3.** Ship products supplied against this contract from the latest pack. Prepackaged food items may be open- or closed-coded according to regular commercial practices. When closed-coding is used, the Contractor will provide the Contracting Officer a code key explaining the information coded and the product shelf life.

**FO4.** Additional delivery charges, owing to Saturday, Sunday, and holiday overtime rates, are reimbursable if incurred following delivery instructions.

**FO5. Protect from heat:** Ship and store under 70° Fahrenheit (F) (21.1° Celsius [C]).

**FO6. Chill:** Ship and store under refrigeration at 32°F to 40° F (0°C to 4.4°C).

**FO7. Frozen:** Ship and store under refrigeration at 0°F (-17.7°C) or lower.

**FO8.** Foreign nations may require certification on all meats, meat by-products, poultry, poultry products, fish, seafood products, and dairy and egg products. This certification attests the products have been placed in cans or hermetically sealed packages, then processed at 100°C (212°F). The Contractor will provide the Contracting Officer a copy of this certificate, if requested.

**FO9.** Foreign nations import certification requirements for meats, meat by-products, poultry, poultry products, fish, seafood products, and dairy and egg products for military shipments differ from those for commercial shipments. Required certification is normally provided by in-plant USDA or U.S. Department of Commerce (USDC) personnel when containers are source-loaded. Items sent to port for container loading may be certified by military veterinary personnel. Contractors must be aware of import/export certification requirements and FDA Certification and Bioterrorism Act Registration requirements and ensure compliance, as required. Ongoing updates to these requirements can be found at the USDA Food Safety and Inspection Service Site, <http://www.fsis.usda.gov>. A copy of the certificate must accompany the shipment when shipped to the AAFES consolidation facility. The original certificate must be sent via Fed Ex to:

Army and Air Force Exchange Service  
ATTN: LG-T (Export Supervisor)  
3911 S. Walton Walker Blvd.  
Dallas, TX 75236

**F10.** Contractors will ensure that both they and their food supply sources are compliant with current Federal, FDA, DoD, local, state, and Military Force Protection requirements. These include, but are not limited to, Facility Registration in accordance with (IAW) FDA Bioterrorism Act, 2002, conducting appropriate background checks on drivers delivering to a military installation, and ensuring every effort is made to protect food from intentional or accidental contamination during storage or shipment.

**F11.** Europe wine procurement must be in accordance with Europe (EU) labeling regulations. New EU wine labeling regulations, as of 1 January 2003, require specific information such as alcoholic strength, lot number, name of the bottler, use of certain optional terms dealing with production methods, traditional expressions, and regulation of the names of the vineyard or the vintage year to include the language in which the terms are used. “Vintage” is, for example, only reserved in regards to its use for liqueur wines, but there is no restriction on its use for ordinary still wines. The rules distinguish between traditional expressions that fulfill a set of specifications and those that relate wine to a certain geographical indication. Provisions applying to third country wines marketed in the EU are also outlined. Ref: EU Labeling Commission Reg, Title V, CH II, Annexes VII, VIII.

## Supplier Requirements

**F12.** AAFES requires the freshest inventory available. Short shelf life items (4 months or less) must be no older than 10 calendar days at the time of shipment. Shelf life items (5 to 9 months) must have 75% shelf life remaining at the time of shipment. Shelf life items (10 months or more) must have 50% shelf life remaining at the time of shipment. For annual pack items, products will be from the latest seasonal pack available.

**F13.** Items normally shipped at room temperature should be protected from freezing.

## **Section 10 – EXCHANGE CATALOG**

### **MO1. DELIVERY ORDERS**

a. Individual orders will be sent via EDI or will be made available via a web-based application called ECOMS (Exchange Catalog Order Management System).

b. The Contractor agrees to process orders for shipment immediately upon receipt of the order and to ship within negotiated time frames; i.e., three calendar days, 14 calendar days, etc. Negotiated shipment time frame is on the Final Selection/Procurement Data Log. If the Contractor cannot ship within the negotiated time frames, the Contractor must provide the AAFES Drop Ship Management Team (DSMT) with an explanation for delay, along with a firm ship date. The DSMT has the option to either cancel the order or accept the revised ship date. If the DSMT requests cancellation of the order, the Contractor will confirm cancellation of the order in their system via e-mail ([dropship@aafes.com](mailto:dropship@aafes.com)) or ECOMS within 24 hours. If the Contractor does not confirm the cancellation within 24 hours, the order will be considered cancelled and AAFES will not be responsible for any shipments made against the order.

c. The Contractor will accept orders from the DSMT via phone, fax, or e-mail.

### **MO2. SHIPPING/PACKING INSTRUCTIONS**

a. Orders shipping to a CONUS address may be shipped via United Parcel Service (UPS), FedEx, or the USPS. The Contractor will provide tracking numbers to the DSMT for UPS and FedEx shipments.

b. If the Contractor receives orders via ECOMS, a copy of the packing slip will be included with each shipment.

c. All merchandise going to an APO/fleet post office (FPO) address must be mailed via USPS. The Contractor will mail merchandise, through the USPS, via Parcel Post, Air, or Registered, to the recipient address shown on the EDI PO or the ECOMS packing slip.

Individual orders valued over \$50.00 will be insured with the post office for the dollar value shown on the shipping ticket. Orders addressed to the State Department at zip code 20520 or 20521 will not be sent insured or registered mail. Place the Address and Customs portion of the Shipping Ticket on each parcel.

d. If shipping terms are origin versus destination, an original proof of shipment is required for each order sent insured or registered mail. Use Post Office Form 3800, 3806, 3813-P, or 3877 for proof of shipment. A postal official, where the parcels are mailed, must stamp and sign the form. The form must include the following information:

(1) **Number of Articles** – Insured or Registered Number, if any.

(2) **Mailing address** shown on the EDI transmission or the ECOMS packing slip.



(3) **Postage** – Amount Paid.

(4) **Fee** – Amount Paid.

(5) **Remarks** – Order/PO number shown on the EDI transmission or the ECOMS packing slip.

e. The shipping notification must include the date mailed and any insured or registered number.

f. All merchandise must conform to the applicable packing requirements in the current Domestic Mail Manual C010.2.0. We will charge the Contractor for damaged merchandise resulting from a nonconformity with packing requirements. Packing is also subject to Contracting Officer approval. If approved packing is not sufficient to prevent damage, the Contracting Officer may withdraw approval and require the Contractor to provide acceptable packing.

**MO3. INVOICING.** See [Section 3 – Invoicing and Payment](#).

**MO4. RETURNS.** AAFES' policy of Satisfaction Guaranteed backs items sold through the Exchange Catalog Program. As a condition of selling items through the Exchange Catalog, the Contractor will accept returns from the Exchange Catalog unless a subsequent agreement is negotiated. The Contractor will credit AAFES with the AAFES purchase price for returned goods.

**MO5. SPECIAL INSTRUCTIONS**

a. Partial shipment is not authorized without the prior written approval of the Contracting Officer.

b. Each week, EDI Contractors will receive an open order list from the Exchange Catalog. The Contractor will update the list with the date shipped and invoice number. For orders being held, the Contractor will provide the reason for hold and the scheduled ship date. The Contractor will return the updated report within 48 hours of receipt.

**Note: Orders will not drop from the open order report until the invoice is received and processed for payment.**

c. EDI Contractors using ECOMS to provide notices for delayed shipping on POs will ensure POs are updated with delayed shipping information within the negotiated timeframe for prompt customer notification.

d. Contractors using ECOMS exclusively will ensure all orders are shipped within negotiated timeframes; and if for any reason orders cannot be shipped within the negotiated timeframe, the Contractor must put the PO on hold in ECOMS and provide the reason for the delayed shipment, to include a revised shipping date if the item is just on backorder. If the PO is for a discontinued item, it will be noted as such in ECOMS.

**MO6. WARRANTY OF AVAILABILITY.** The Contractor warrants that their items as listed in the current Exchange Catalog will be available, without change, and in the quantities ordered. Failure will make the Contractor liable for costs incurred in getting a substitute item of equal or better value or, in the alternative, for lost revenues. Lost revenues will be the difference between the contract purchase price and the Exchange Catalog sell price and will include administrative costs. Administrative costs include, but are not limited to, catalog costs, hourly costs to tell customers of items not available, etc. This warranty is in addition to any other provisions in this contract. The Contracting Officer must approve any change to the items sold hereunder.

**MO7. VENDOR SHIPMENTS TO AAFES WAREHOUSES.** The Contractor will ensure that merchandise shipped to AAFES catalog distribution warehouses will be individually prepackaged to the extent possible. Packing must conform to the applicable packing requirements in the current Domestic Mail Manual C010.2.0. All apparel items must be individually poly-bagged to avoid damage. The

Contractor may be charged for damaged merchandise resulting from a nonconformity with packing requirements.

## **Section 11 – RETAIL MERCHANDISE**

- CO1.** Merchandise must be properly labeled before shipment. Label size, fabric content, and type of cleaning.
- CO2.** Pins and metal parts used on price and size tags and on garments and footwear must be rustproof and not tarnishable.
- CO3.** Clothing must bear the brand name or manufacturer's label.
- CO4.** Merchandise will be supplied according to sizes, styles, and colors specified. Substitutions are not authorized without prior approval of the Contracting Officer.
- CO5.** Preticket according to [Section 12](#).
- CO6.** Seed price tickets according to [Section 12](#).
- CO7.** Case only price marking according to [Section 12](#).
- CO8. Piece Goods.** Each bolt must be poly wrapped. Burlap wraps for drapery and upholstery fabric are acceptable.
- CO9. Care Labels.** The Contractor will label wearing apparel and piece goods with regular care information according to the Federal Trade Commission's Care Labeling Rule.
- C10.** Use three-digit age code for [Price Marking \(Section 12\)](#).
- C11.** Pack lamp shade and lamp base together in one box. Tag shade and base with style number. Mark AAFES stock numbers on the outer box.
- C12.** Pack lamp shade and lamp base separately. Tag the shades and lamps with style numbers. Mark AAFES stock numbers on outer boxes. Pack and ship shades and bases in pairs or multiple pairs. Mark the lamp shade's shipping container and bill of lading: "Lamp Shades - Use as Top Freight."
- C13.** Mail pack each item within the master case pack.
- C14.** Notify the Contracting Officer if individual item weight and dimensions have changed from those originally specified to AAFES Direct Marketing.
- C15.** Apply UPCs according to [Section 6](#).

## **Section 11A – UNIFORMS AND INSIGNIA**

### **U01. UNIFORMS**

a. Fabric and completed garments will be manufactured in accordance with U.S. Army or U.S. Air Force specifications as outlined in current applicable military specifications and Government regulations as to fabric construction, fabric shade, garment design, and garment fabrication. Tailoring and construction will be equal to or better than applicable military specifications. There will be no defects adversely affecting salability from a consumer viewpoint as determined by AAFES.

b. The Contractor will attach the label reflecting Contractor's certificate number and applicable specification required by military regulations to each article delivered against the contract.

**U02. INSIGNIA.** The Contractor warrants they have a certificate of authority from the Department of the Army or the Department of the Air Force to manufacture the items ordered, or they will supply only such products of a manufacturer who has such certificate(s).

## Section 12 – TRADITIONAL PRICE MARKING

1. If AAFES requires a vendor to price ticket merchandise in the traditional manner, it will be in one of the following formats. The only difference between these two formats is the age code. The second format allows for three digits instead of a two-digit code.

<u>For 2-Digits</u>	<u>For 3 Digits</u>
Line Number (e.g., 2002 1st quarter) (Optional) Age Code is <b>21</b>	(e.g., 2002 Dec) Age Code is <b>212</b>
AAFES Item Number (will be 9, 11 or 15 digits) Retail Department Sell Price Code (RDC)	

2. **The age code may have two or three digits.**

a. In a **two-digit format**, the first digit represents the calendar year, the second the calendar quarter. The Contractor will code merchandise according to the quarter receipt will be made. First quarter is January-March; second quarter is April-June; third quarter is July-September; fourth quarter is October-December. Age code 31 is used for estimated receipt dates during the 1st quarter of 2003. Age code 32 is used for estimated receipt dates during the second quarter of 2003.

b. In a **three-digit format**, the first digit represents the calendar year and the second and third, the calendar month. Age code 312 is used if the estimated receipt date is December 2003. Age code 307 is used if the estimated receipt date is July 2003.

3. **DEFINITIONS.**

a. **Preticketing.** The Contractor is to attach price tickets to each unit of sale.

b. **Seeding.** Price tickets, in a quantity equal to the units of sale in each case plus 5%, will be placed in a clear plastic price-ticket envelope, and attached to each case. If a ticket envelope is not available, place tickets in a plain envelope with "Price Tickets" stamped or printed on the envelope. Attach the envelopes to each case. Apply one ticket to the upper right corner of each carton.

c. **Case Only Price Marking.** The price label will be placed on the end of each carton in the upper right corner. Inner packed items will not be preticketed or seeded.

4. Price tickets may be gummed or pressure-sensitive labels, pin tickets, or string tags, but they must be appropriate for the merchandise they are used on. Do not cover the UPC. Price tickets will be affixed to the merchandise in a manner not to detract from salability, and will not damage the item when removed. Price tickets will be according to the following general guidelines:

a. Handwritten tickets are not acceptable.

b. Gummed or pressure-sensitive labels should be used on packaged or boxed items. The price label should be placed in the upper right corner of the box end panel. Tickets should not cover product information.

c. Do not use pin tickets on items that are easily torn or scratched.

**Section 13**  
**LOGISTICS TELEPHONE NUMBERS and DISTRIBUTION CENTER ADDRESSES**

**AAFES Logistics**

Customer Service Fleet.....	214-312-3015
Customer Service Export .....	214-312-3142
Routing .....	214-312-4854
For Thule .....	214-312-3015
For Korea.....	214-312-2876
For general cargo .....	214-312-2915
For chill or freeze cargo.....	214-312-2947

**AAFES Transship Warehouse**

Newport News, VA .....	787-888-2858
West Coast DC .....	209-234-3722

**Electronic Data Interchange**

Support Staff .....	214-312-2011
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**Exchange Mail Order Catalog**

Vendor Drop Ship Unit .....	214-312-3827
Mail Order Catalog .....	fax 214-312-3775
Questions about Day-to-Day Operations .....	214-312-2945

<b>Loss Prevention</b> .....	800-527-6789
	fax 214-312-3728

**Uniform Code Council, Inc.**

UPC Codes .....	800-543-8137
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**Section 13A - DISTRIBUTION CENTER ADDRESSES AND TELEPHONE NUMBERS**

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<b>Atlanta DC</b> .....	Customer Service.....404-469-5267
	Carrier Appointment Scheduling .....404-469-5152
<u>Ship to:</u> Building 514	<u>Mail to:</u> P.O. Drawer W-W
Fort Gillem	Forest Park, GA 30297
Forest Park, GA 30297	

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<b>Dan Daniel DC</b> .....	Customer Service.....757-888-2867
	Carrier Appointment Scheduling .....757-888-2846
<u>Ship to:</u> 231 Enterprise Drive	<u>Mail to:</u> 231 Enterprise Drive
Newport News, VA 23603-0666	Newport News, VA 23603-0666

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<b>Dan Daniel Transship</b> .....	Customer Service.....757-888-2867
	Carrier Appointment Scheduling .....757-888-2846
MARK FOR: (store name and facility number)	
<u>Ship to:</u> 233 Enterprise Drive	<u>Mail to:</u> 233 Enterprise Drive
Newport News, VA 23603-0666	Newport News, VA 23603-0666

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<b>Waco DC</b> .....	Customer Service.....254-666-8505
	Carrier Appointment Scheduling .....254-666-8540
<u>Ship to:</u> 1801 Exchange Parkway	<u>Mail to:</u> 1801 Exchange Parkway
Waco, TX 76712	Waco, TX 76712

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<b>West Coast DC</b> .....	Customer Service.....209-234-3742
	Carrier Appointment Scheduling .....209-234-3722
	Carrier Appointment Scheduling ....fax 209-234-3731
<u>Ship to:</u> Building 550, 700 East Roth Road	<u>Mail to:</u> Building 550, 700 East Roth Road
Sharpe Army Depot	Sharpe Army Depot
French Camp, CA 95231	French Camp, CA 95231

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<b>Fashion DF</b> .....	Carrier Appointment Scheduling .....757-888-2906
<u>Ship to:</u> 233 Enterprise Drive	<u>Mail to:</u> 233 Enterprise Drive
Newport News, VA 23603	Newport News, VA 23603

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**Section 13B**  
**OVERSEAS TELEPHONE LIST and DISTRIBUTION CENTER ADDRESSES**

**MAIL TO**

**Giessen Distribution Center**

Unit 20702  
APO AE 09143  
Telephone: 011-49-641-407-374 (from USA)  
0641-407-374 (within Germany)

**Gruenstadt Food Plant Prod.**

Unit 29804 Box 51  
APO AE 09056  
Telephone: 011-49-6359-808101

**AAFES Hawaii Retail Whse**

Building 1728, Kuntz Ave.  
Hickam AFB, HI 96853-5297  
Telephone: 808-422-6122

**Japan Distribution Center**

Unit 5203  
APO AP 96328-5203  
Telephone: 011-81-425-52-2511, ext. 3714

**Korea Central Retail Whse**

Unit 15500 (Camp Market)  
APO AP 96284-0566  
Telephone: 011-82-32-520-6521

**Okinawa Retail Whse**

Unit 35163  
APO AP 96378-5163  
Telephone: 011-81-98-892-5111

**SHIP TO (OVERSEAS VENDORS ONLY)**

**AAFES GDC**

Postfach 11 01 20  
35346 Giessen, Germany

**Gruenstadt Food Plant Prod.**

Kirchheimer Str. 104  
67269 Gruenstadt, Germany

**AAFES Hawaii Retail Whse**

Building 1728, Kuntz Ave.  
Hickam AFB, HI 96853-5297

**Japan Distribution Center**

Bldg. 4084, Yokota Air Base  
Yokota Air Base, Japan

**Korea Central Retail Whse**

Bldg T-1715, Camp Market Depot  
Bupyong-Ku, Inchon, Korea

**Okinawa Retail Whse**

Bldg. 801, Camp Kinser  
Okinawa, Japan

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

## Supplier Requirements

### Figure 1



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Sample Carton Markings

### Left Side of Carton

<b>From:</b>	<b>Super Products 111 Best Street Best Town, CA 96000-0000</b>
<b>Ship To:</b>	<b>AAFES West Coast DC (WCDC) Bldg 550, 700 E. Roth Rd. Sharpe Army Depot French Camp, CA 95231-0000</b>

### Front of Carton

<b>TCN:</b>	<b>HXRHAR-4070-5011xxx RDD 092 TP-3 HXYAA AAFES XE2 Honolulu HXRHAR Hawaii DC</b>
<b>1 of 12 (if appropriate)</b>	

Special Markings as directed on the AAFES order and Fragile, etc., as required.

## *Appendix 1*

# *Glossary of Acronyms*

ACRONYM	DEFINITION
<b>A</b>	
<b>AAFES</b>	Army and Air Force Exchange Service
<b>ADC</b>	Atlanta Distribution Center
<b>ADP</b>	Automated Data Processing
<b>AFR</b>	Air Force Regulation
<b>ALSC</b>	American Lumber Standards Committee
<b>ANSI</b>	American National Standards Institute
<b>AOR</b>	Area of Responsibility
<b>APO</b>	Army/Air Force Postal Office
<b>AR</b>	Army Regulation
<b>ASN</b>	Advance Shipping Notification
<b>ATC</b>	AAFES Transportation Center
<b>C</b>	
<b>C</b>	Celsius
<b>CAC</b>	Common Access Card
<b>CC</b>	Consolidation Center
<b>CEC</b>	Commission of the European Communities
<b>CENTCOM</b>	Central Command
<b>CFR</b>	Code of Federal Regulations
<b>CFS</b>	Container Freight Station
<b>cm</b>	Centimeter
<b>CONUS</b>	Continental United States
<b>CPSC</b>	Consumer Product Safety Commission
<b>CPSIA</b>	Consumer Product Safety Improvement Act
<b>CRC</b>	Computer Reference Code
<b>CS-FP</b>	Chief of Staff – Force Protection
<b>CVS</b>	Contractor Verification System
<b>D</b>	
<b>DC</b>	Distribution Center
<b>DDDC</b>	Dan Daniel Distribution Center
<b>DFW</b>	Dallas-Fort Worth
<b>DO</b>	Delivery Order
<b>DoD</b>	Department of Defense
<b>DoDI</b>	Department of Defense Instruction
<b>DOL</b>	Department of Labor
<b>DOT</b>	Department of Transportation
<b>DSMT</b>	Drop Ship Management Team

ACRONYM	DEFINITION
<b>E</b>	
<b>EAN</b>	European Article Number
<b>ECOMS</b>	Exchange Catalog Order Management System
<b>EDI</b>	Electronic Data Interchange
<b>EFT</b>	Electronic Fund Transfer
<b>EOM</b>	End of Month
<b>e-QIP</b>	Electronic Questionnaires for Investigations Processing
<b>EU</b>	Europe
<b>F</b>	
<b>F</b>	Fahrenheit
<b>FCR</b>	Forwarders Cargo Receipt
<b>FDA</b>	Food and Drug Administration
<b>FDF</b>	Fashion Distribution Facility
<b>fl oz</b>	Fluid Ounce
<b>FOB</b>	Free-on-Board
<b>FPO</b>	Fleet Post Office
<b>G</b>	
<b>GCC</b>	General Certificate of Conformity
<b>GIA</b>	Gemological Institute of America
<b>GM</b>	General Manager
<b>H</b>	
<b>HQ</b>	Headquarters
<b>HSPD</b>	Homeland Security Presidential Directive
<b>HT</b>	Heat Treated
<b>HTS</b>	Harmonized Tariff Schedule
<b>I</b>	
<b>IATA</b>	International Air Transport Association
<b>IAW</b>	In Accordance With
<b>ID</b>	Identification
<b>IMDG</b>	International Maritime Dangerous Goods
<b>IMPO</b>	Inventory Management Purchase Order
<b>INCO Terms</b>	International Commercial Terms
<b>IRS</b>	Internal Revenue Service
<b>IT</b>	Information Technology
<b>J</b>	
<b>JPAS</b>	Joint Personnel Adjudication System
<b>L</b>	
<b>LDU</b>	Lowest Distribution Unit
<b>LG</b>	Logistics
<b>LP</b>	Loss Prevention

ACRONYM	DEFINITION
<b>M</b>	
<b>MFO</b>	Multinational Force and Observers
<b>ml</b>	Milliliter
<b>mm</b>	Millimeter
<b>MSDS</b>	Material Safety Data Sheet
<b>MUC</b>	Merchandise Unit Control
<b>N</b>	
<b>NACI</b>	National Agency Check with Inquiries
<b>NMFC</b>	National Motor Freight Classification
<b>NMWP</b>	Non-Manufactured Wood Packing
<b>O</b>	
<b>OCONUS</b>	Outside Continental United States
<b>OPEI</b>	Outdoor Power Equipment Institute
<b>OPSEC</b>	Operational Security
<b>P</b>	
<b>PO</b>	Purchase Order
<b>POC</b>	Point of Contact
<b>PROX</b>	Proximo
<b>Q</b>	
<b>QA</b>	Quality Assurance
<b>R</b>	
<b>RDC</b>	Retail Department Code
<b>S</b>	
<b>SBM</b>	Services Business Manager
<b>SD</b>	Sales Directorate
<b>SF</b>	Standard Form
<b>SPOT</b>	Synchronized Pre-Deployment and Operational Tracker System
<b>STC</b>	Said to Contain
<b>T</b>	
<b>TCN</b>	Transportation Control Number
<b>TMS</b>	Transportation Management System
<b>TS</b>	Transaction Set
<b>TSCA</b>	Toxic Substance Control Act

ACRONYM	DEFINITION
<b>U</b>	
U.A.E.	United Arab Emirates
UCC	Uniform Code Council
UCS	Uniform Communication Standard
U.L.	Underwriters Laboratories, Inc.
UN	United Nations
UPC	Universal Product Code
UPS	United Parcel Service
U.S.C.	United States Code
USDA	United States Department of Agriculture
USDC	United States Department of Commerce
USPS	United States Postal Service
<b>V</b>	
VMF	Vendor Master File
VMI	Vendor Managed Inventory
VON	Vendor Order Number
VPR	Vendor Price Reduction
<b>W</b>	
WADC	Waco Distribution Center
WCDC	West Coast Distribution Center