

Terms and Conditions (for Expense, Supplies, and Equipment Purchased by AAFES)

January 2010

Terms and Conditions

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For Expense, Supplies, and Equipment Purchased by The Army and Air Force Exchange Service

This document will not be included in each solicitation or contract. It will be incorporated by reference. The latest edition or change number will be shown in the solicitation, or contract, in Exhibit A. The Army and Air Force Exchange Service may change these terms and conditions before a complete revision. Each solicitation, contract, or order will incorporate the latest edition. The Terms and Conditions are located on the AAFES internet site, <http://www.aafes.com/vendors>; click on "Non-Retail Procurement."

Please note this document applies to contracts in the United States; others if specifically referenced. It applies regardless of the place of origination or place for delivery of an order. Questions about these terms and conditions should be addressed to the Contracting Officer whose name appears on the contract.

This replaces the September 2008 edition.

Terms and Conditions (for Expense, Supplies, and Equipment)
SIGNIFICANT CHANGES - 2010

Location	Change	
Section 1 General Provisions	Page 6, Paragraph 19a – Environmental Protection (Mar 94) The words: “or to contracts otherwise exempt according to 40 CFR Part 15” were deleted from end of sentence.	
	Page 7, Paragraph 20 – Warranty (Dec 91) - revised	
	Page 8, Paragraph 22b – Quality Assurance telephone number and address updated.	
	Page 14 Paragraph 38 – Vendor Performance Program (Nov 09) – new material	
	Page 15	Paragraph 39 – Green Clause (Nov 09) – new material
		Paragraph 40 – Performance (Nov 09) – new material
	Pages 15 - 17, Paragraph 41 – Combating Trafficking in Persons (Nov 09) New material	
	Pages 17 - 20, Paragraph 42 – Personal Identity Verification of Contractor Personnel (Nov 09) – new material	
	Page 20, Paragraph 43 – UNSPSC Item Category Identifiers (Nov 09) New material	
	Pages 21 & 22, Paragraph 44 – Use of Contract by Other Federal Entities New material	
	Page 23	Paragraph 45 – Consumer Product Safety Improvement Act (CPSIA) Federal Requirements for Direct Import Suppliers – new material
Paragraph 46 – CPSIA/Federal Requirements for Other Suppliers (All Products) – new material		
Section 1A Additional Gen Provis	Page 24 Paragraph 1 – A copy of the Terms and Conditions document is no longer to be provided to each AAFES Contractor upon award of the first contract. It is now located on the internet at: http://www.aafes.com/vendors (click on “Non-Retail Procurement”).	
	Two paragraphs (both titled, “ Contractor’s Warranty ”) contained duplicate sentences and were, therefore, combined into one (paragraph 6).	
Section 2 Tax and Drawback	Page 27, Paragraph T03 – For Contractors Agreeing to File Claims and Remit Proceeds – deleted.	
	New Paragraph T03 – Duty Drawback	

Location	Change	
Section 3 Invoicing and Payment	<u>Page 28</u>	<u>1st paragraph</u> – New text - concerning AAFES’ requirement for the submission of the W-9 form.
		<u>Paragraph 1a</u> – New text: “Once invoices are sent electronically (EDI 810), do not submit paper invoices.”
		<u>Paragraph 1a(4)</u> – New words: “ID” and “from POs”
		<u>Paragraph 1a(6)</u> – New words added to end of sentence: “for each item”
	<u>Page 29</u>	<u>Paragraph 1b</u> – New words added to end of sentence: “(for non EDI vendors)”
		<u>Paragraph 1d</u> – New material concerning meat/meat food product invoicing procedures
<u>Page 30, Paragraph 2d(1)</u> – New paragraph, titled “ Special Item Categories ”		
<u>Page 31</u>	<u>Paragraph 2f</u> – The data which is required with inquiries concerning unpaid invoices or other payment discrepancies - updated	
	<u>Paragraph 2g</u> – “U.S.C. 3901-3906, as amended” changed to “U.S.C. Chapter 39”	
Section 5 Packing, Marking, Movement Information	<u>Page 37, Paragraph 3</u> – Standard Shipping Label Guidelines – updated “69” changed to “00”	
	<u>Page 39, Paragraph 7</u> - Routing Orders – “Call at least three days before the scheduled ship date.” – changed – to “Call at least three business days before the scheduled ship date.”	
	<u>Page 41</u>	<u>Paragraph 12b</u> – Container Loading – The ATC telephone number for reporting purposes - updated
		<u>Paragraph 12c</u> – Shipping to Distribution Centers or Consolidators New sentence added to end of paragraph: “Do not ship by small package/parcel carrier to AAFES CC.”
	<u>Page 42</u> – “ Documentation ” was “renumbered” and is now paragraph f.	
	<u>Page 43</u>	<u>Paragraph 13f(4)</u> - Import Security Filing Requirements – new material
<u>Paragraph 13 g</u> - AAFES Vendor Compliance Program – Imports New material (continues through page 46)		
Section 9 Food and Beverage	<u>Page 50</u>	<u>Paragraphs F01, F02, F08, F09</u> – updated.
	<u>Page 51</u>	<u>Paragraphs F10, F11, F12</u> – new material <u>F10</u> – discusses Contractors’ compliance with requirements. <u>F11</u> – discusses Europe wine procurement <u>F12</u> – discusses fresh inventory/shelf life.
Section 13 Telephone List & DC Addresses	<u>Page 52</u> – “Please call the FA Help Desk at...” – deleted.	
Figure 1	W-9 Form – new figure	
Appendix 1	Glossary of Acronyms – new addition to document	

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Section 1 – GENERAL PROVISIONS

1. LEGAL STATUS (SEP 08)

The Army and Air Force Exchange Service (AAFES), including its activities, offices, and individual exchanges, is an integral part of the Departments of the Army and Air Force and an instrumentality of the United States (U.S.) Government. AAFES contracts are U.S. contracts; however, they do not obligate appropriated funds of the United States except for a judgment or a compromise settlement in suits brought under the provisions of the Contract Disputes Act of 1978, as amended, in which event AAFES will reimburse the U.S. Government. AAFES procurement policy is established by applicable directives and instructions promulgated by the Department of Defense (DoD). The Federal Acquisition Regulation (FAR) does not apply to AAFES.

2. AUTHORITY TO BIND (NOV 95)

a. “Contracting Officer” means a person authorized by the Commander, AAFES to execute and administer contracts, purchase orders, or other agreements on behalf of AAFES. Only Contracting Officers may waive or change contract terms: impose additional contract requirements; issue cure, show-cause, and termination notices; issue claims against contracts, and issue final decisions on Contractor claims.

b. The Contracting Officer may authorize other AAFES and government officials to perform actions of an administrative nature, such as conducting inspections and audits: placing orders against existing contracts, forwarding request for contract changes to the Contracting Officer, collecting contract payments, and processing routine documents. These officials are not Contracting Officers, as defined in paragraph 2a above.

c. AAFES has no obligation to recognize or accept waivers or changes to this contract that result from the actions of officials other than the Contracting Officer. The Contracting Officer may deny claims based on such actions. Contractors should refer questions concerning the authority of other AAFES or government officials to the Contracting Officer.

3. EXAMINATION OF RECORDS (SEP 08)

a. This clause applies if the amount of the contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or his duly authorized representative will have the right to examine and audit the books and records of the Contractor, directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment under the contract. The Contractor agrees to include this clause in all subcontracts that exceed \$10,000.

b. “General Accountability Office” may be substituted for “Contracting Officer or his duly authorized representative” when the prospective Contractor does not accept the standard wording of the examination clause.

c. Contracts awarded to foreign Contractors may exclude the examination clause when its use is precluded by the laws of the country involved, subject to the approval of the servicing AAFES General Counsel (AAFES headquarters [HQ] and AAFES Europe). Contract files in such circumstances will be documented to show the basis for exclusion of the clause.

4. PROCUREMENT INTEGRITY (NOV 95)

By submission of an offer or performance of this contract, the offeror or Contractor certifies with respect to this AAFES purchase action:

a. That no discussion, offer, or promise of future employment or business opportunity has nor will be made to AAFES civilian or military personnel who personally and substantially participated in the purchase action.

(1) That no offer, promise, or gift of any gratuity, entertainment, money, or other thing of value has nor will be made to any AAFES civilian or military personnel or any other employee of the U.S. Government or member of their family or household.

(2) That no information proprietary to other offerors or other purchasing information (offeror list, prices offered, technical evaluations, rankings, etc.) is sought or obtained until it is available to the public under AAFES procedures.

(3) That no person or selling agency has been employed or retained to secure this contract for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial selling agencies retained by the Contractor for the purpose of securing business.

b. The Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks, or other things of value) were nor will be solicited or accepted by the Contractor or Contractor representative, nor from any Subcontractor or Subcontractor representative, for the purpose of obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.

c. The Contractor will report in writing to the Director, Loss Prevention Directorate (LP), any possible violation of this clause when there are reasonable grounds to believe a violation may have occurred. The Contractor will cooperate fully with any federal agency investigation of a possible violation of this clause.

d. For breach of any of these certifications, AAFES may terminate this contract for default, and/or deduct from amounts due under this or other contracts, or charge the Contractor for the total value of any contingent fee, gratuity, kickback, or other loss to AAFES arising out of the breach.

5. ADVERTISEMENTS (SEP 08)

The Contractor will not represent in any manner, expressly or by implication, that products purchased under this contract are approved or endorsed by any element of the United States, including AAFES. All Contractor advertisements that refer to AAFES or military exchanges will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by AAFES, the military exchange system, or the U.S. Government.

6. INDEMNIFY AND HOLD HARMLESS (NOV 96)

The Contractor will indemnify and hold harmless AAFES and all other U.S. agencies and instrumentalities, their agents, representatives, employees, and customers from any and all suits, judgments, and claims, including those established by or pursuant to court decisions, international agreements, or duly promulgated U.S. Government regulations, and all charges and expenses incident thereto which arise out of the following:

a. The alleged or established violation or infringement of any patent, copyright, or trademark rights asserted by any third party regarding items or services provided by the Contractor.

b. The loss, damage, or injury alleged or established to have arisen out of or in connection with items or services provided by the Contractor, to the extent the Contractor can be held liable for such loss, damage, or injury in accordance with applicable federal and state law.

c. The Contractor is hereby notified that injury and damage claims against AAFES based on alleged negligence must be brought under applicable federal law, including the Federal Tort Claims Act. AAFES will give the Contractor notice of such claims relating to items or services provided by the Contractor. In the event of litigation, AAFES is defended by the Department of Justice.

7. ASSIGNMENT (DEC 07)

The Assignment of Claims Acts, 31 United States Code (U.S.C.) 3272 and 41 U.S.C. 15, are not applicable to amounts due under AAFES contracts. The Contractor may not assign its rights or delegate its obligations under this contract. AAFES will not consent to, nor recognize, any purported assignment. The Contractor may request the Contracting Officer's permission to have contract payments forwarded to a third party, according to invoicing and payment procedures.

8. CONTRACTOR PERSONNEL AND REPRESENTATIVES (SEP 08)

a. The Contractor will discontinue using any individual in exchange facilities upon the Contracting Officer's written notice that the individual is not acceptable for performance under this contract. The Contractor will not use any such person to perform other AAFES contracts without the prior written consent of the Contracting Officer.

b. The Contractor will not employ any individual to work in exchange facilities that an AAFES Contracting Officer has determined unacceptable under any other AAFES contract without the prior written consent of the Contracting Officer.

c. Contractor personnel will abide by applicable regulations and directives, and conduct themselves so as not to reflect discredit on AAFES.

d. The Contractor will not represent himself/herself to be an agent or representative of AAFES, another instrumentality, or an agency of the United States.

9. TERMINATION BY NOTICE (DEC 07)

a. Either party may, by written notice to the other party, terminate all performance under the contract which is not scheduled or required earlier than 30 days after receipt of the notice.

b. The Contracting Officer may, by written notice to the Contractor, terminate the Contractor's right to ship/deliver any retail or off-the-shelf items when shipment/delivery is past due and has not left the Contractor's shipping point. This provision may, at the Contracting Officer's option, be used in lieu of termination by default.

c. If the Contractor has received several purchase orders which call for successive deliveries of the same or similar items over a period of time, and if the Contractor has not satisfactorily performed any two or more outstanding purchase orders, the Contracting Officer may, by written notice to the Contractor, terminate the Contractor's right to ship/deliver any retail or off-the-shelf items which have not left the Contractor's shipping point. This provision may, at the Contracting Officer's option, be used in lieu of other provisions set out above or in the defaults clause.

10. DISPUTES (DEC 07)

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

b. "Claim" as used in this clause means a written demand or written assertion by one of the contracting parties seeking the payment of money in a sum certain or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Contract Disputes Act.

c. A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by AAFES against the Contractor shall be made by a written decision by the Contracting Officer.

d. For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a signed certification that:

(1) The claim is made in good faith;

(2) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(3) The amount requested accurately reflects the contract adjustment for which the Contractor believes AAFES is liable.

e. The claim must be executed by an individual with authority to bind the Contractor.

f. The Contracting Officer will mail, or otherwise furnish, a written decision in response to a Contractor claim within the time periods specified by law. Such decision will be final and conclusive unless:

(1) Within 90 calendar days from the date of the Contractor's receipt of the final decision, the Contractor appeals the decision to the Armed Services Board of Contract Appeals (ASBCA).

(2) Within 12 months from the date of the Contractor's receipt of the final decision, the Contractor brings an action in the U.S. Court of Federal Claims.

g. Pending final resolution on any request for relief, claim, appeal, or action arising under or relating to this contract, the Contractor will proceed diligently with the performance of this contract and will comply with the Contracting Officer's decisions.

h. Submission of false claims to AAFES is a violation of federal law and may result in civil and/or criminal penalties. If the Contractor cannot support all or part of its claim as a result of fraud or misrepresentation of fact, then in addition to other remedies or penalties provided for by law, the Contractor will pay AAFES an amount equal to the unsupported part of the claim and all AAFES' costs attributable to reviewing that part of the claim.

11. EQUAL EMPLOYMENT OPPORTUNITY (OCT 98)

a. The Contractor agrees to comply with regulations of the Department of Labor (DOL) contained in Title 41, Code of Federal Regulations (CFR), Chapter 60, which are incorporated by reference.

b. Contracts or orders in the amount of \$10,000,000 or more will not be made unless the Contractor, and each first-tier Subcontractor which will receive a subcontract of \$10,000,000 or more, are found on the basis of a review to be in compliance with the Equal Employment Opportunity (EEO) regulations of the DOL.

12. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 07)

If the contract or the total of all orders issued during a calendar year equal or exceed \$10,000 and are not otherwise exempt, the Contractor agrees to comply with the regulations of the DOL, the Office of Federal Contract Compliance Program, and the Affirmative Action clause as set out in Title 41, CFR, Part 60-250, which are incorporated herein by reference.

13. AFFIRMATIVE ACTION FOR INDIVIDUALS WITH DISABILITIES (NOV 09)

If the contract or the total of all orders issued during a calendar year equals or exceeds \$10,000 and is not otherwise exempt, the Contractor agrees to comply with the regulations of the DOL and the Affirmative Action clause as set out in Title 41, CFR, Part 60-741, which are incorporated herein by reference.

14. CONVICT LABOR (MAY 89)

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082[c][2]) and Executive Order 11755, December 29, 1973.

15. TAXES (MAY 89)

The Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor. The prices charged AAFES will be deemed to include all applicable taxes. The prices charged will not include any amount for taxes that are not applicable:

- a. Because of AAFES' legal status as an instrumentality of the U.S. Government;
- b. Because of AAFES' immunity from direct state or local taxation;
- c. Because of federal, state, or local tax exemptions for sales to the federal government; or
- d. Otherwise, such as items purchased for export. It will be the sole responsibility of the Contractor to explain, to the reasonable satisfaction of the Contracting Officer, the applicability and amount of any taxes they have included in the prices charged. The Contracting Officer, upon request, will furnish additional documentation to support tax exemptions if required by an appropriate tax authority.

16. ROBINSON-PATMAN (JUN 96)

a. AAFES is a joint military command of the U.S. Army and the U.S. Air Force. It is a non-appropriated fund instrumentality (NAFI) of the U.S. Government performing governmental functions, and partakes of all the immunities of the U.S. Government (Standard Oil Company of California v. Johnson, 316 U.S. 481, 62 S.Ct. 1168 [1942] and U.S. v. State Tax Commission of Mississippi, 421 U.S. 599, 95 S.Ct. 1872 [1975]).

b. The Robinson-Patman Act makes it unlawful to discriminate in price between different purchasers if it may substantially lessen competition or create a monopoly. Inquiries are often received after Contractors are requested by AAFES to offer prices favorable as or better than those offered to their other customers. The Act does not apply to sales to AAFES or other elements of the U.S. Government. Contractors may legally offer AAFES prices more favorable than they offer to other customers. Neither the offer by the Contractor nor the acceptance by AAFES is a violation of the Robinson-Patman Act (Champaign-Urbana News Agency, Inc. v. J.L. Cummins News Co., Inc., 632 F.2d 680 [7th Cir. 1980]).

17. TRADEMARKS (OCT 96)

AAFES is the holder of numerous trademarks including, but not limited to, AAFES[®], PX[®], and BX[®]. All AAFES trademarks are designated by the [®] symbol, are legally registered, and are the exclusive property of AAFES.

18. MAILING LISTS (AUG 92)

Under no condition will the Contractor sell or otherwise disseminate name and address information on AAFES customers to other persons or firms. The Contractor agrees to restrict its use of such information to the performance of this contract.

19. ENVIRONMENTAL PROTECTION (MAR 94)

a. This clause will apply to any contract in excess of \$100,000, and indefinite quantity contracts estimated to exceed \$100,000 in one year; however, it will not apply to use of facilities located outside the United States.

b. Unless this contract is exempt, by acceptance of this contract, the Contractor (and, where appropriate, the Subcontractor) stipulates:

(1) Any facility to be used in the performance of any nonexempt contract or subcontract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities as of the date of contract award.

(2) Its agreement to comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Sections 114 and 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder.

(3) As a condition of award of contract, the Contractor shall promptly notify the Contracting Officer of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, or delegate, indicating a facility to be used for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Its agreement to include the criteria and requirements in subparagraphs 19b(1) through 19b(4) in every nonexempt subcontract, and to take such actions the government may direct to enforce such provisions.

20. 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 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. 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.

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

e. 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:

HQ AAFES, ATTN: LP
P.O. Box 660202
Dallas, TX 75266-0202

21. ITEM SUBSTITUTION AND VARIATION IN QUANTITY (OCT 96)

No substitution or variation in the quantity of any item called for by this contract, or each order referencing this agreement, will be accepted unless authorized by the Contracting Officer.

22. INSPECTION/QUALITY ASSURANCE (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.

b. 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 Quality Assurance (QA) sampling plans can be accessed at 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.
Email: QAManagement@aafes.com

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

c. 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.

(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 22c(1) above.

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

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

(a) Reject and return the lot to the Contractor;

(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 22c 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 22d(1), above; or

(b) Revoke acceptance of items and proceed as in subparagraph 22c above for rejected items.

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

(1) Reject the items/lots and return them to the Contractor; 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.

f. 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.

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

23. PRICES (DEC 07)

The prices for products provided by the Contractor in this contract are hereby warranted by the Contractor to be comparable to, or more favorable to AAFES than, the comparable prices, terms, and conditions that have been offered by the Contractor to any of its customers. If the Contractor offers to industry or government at large price decreases on the products and services included in this contract, which become effective during the term of the contract, the price decreases will be passed on to AAFES to any portion of contract performance not completed at time of implementation of the price decreases by the Contractor, to the extent the decreased prices would be lower than the prices in this contract. The Contractor will offer price decreases and technology upgrades by letter addressed to the Contracting Officer. If an offer is acceptable to AAFES and does not require further negotiation, the Contractor agrees the offer may be accepted by issuance of a unilateral contract amendment by the Contracting Officer, referencing the Contractor's letter.

24. RETURNS (DEC 07)

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 and the following will apply:

a. The Contracting Officer will notify the Contractor of the Contracting Officer 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 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 Contractor to offset the cost of the returns, a notice of the balance due will be sent to the Contractor. The Contractor must reimburse AAFES within 30 days of the date of the notice. In the event the 30 days expire and the Contractor's debt has not been paid by check or deducted from payments due the Contractor, 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 ten 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 24d\[1\]](#)), or if the Contracting Officer otherwise determines the item/lot is not readily saleable for other than scrap or salvage.

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.

25. CONTRACTOR LIABILITY (MAY 04)

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. The Contractor will not be liable for consequential damages except in the case of illicit or disabling codes up to the total contract value.

c. 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, any 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.

26. 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.

27. WITHHOLDING (DEC 07)

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.

28. 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 effect 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.

29. DEFAULTS (OCT 96)

a. The Contracting Officer, by written notice of default, may terminate any bilateral contract in whole or in part for the Contractor's failure to:

- (1) Ship/deliver conforming items or provide conforming services within the time specified.
- (2) Timely comply with other contract requirements, including: the obligation to provide disposition instructions and to repair or replace defective items.

(3) Make progress such that performance of the contract is endangered, provided the Contractor does not cure such failure within ten days (or such other period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event of default, the Contracting Officer may "cover" by making, in good faith and without unreasonable delay, any reasonable purchase of, or contract to purchase, goods or services in substitution for those due from the Contractor. Substitute items need not be identical or similar as long as they meet the same general needs of AAFES at the time of cover, as determined by the Contracting Officer.

c. Except as to performance terminated in accordance with the above, the Contractor is obligated to continue to perform the contract.

d. Time is of the essence in performance of AAFES contracts.

30. RESTRICTIONS ON PURCHASES OF FOREIGN GOODS (DEC 07)

a. The Contractor will not acquire for use in the performance of this contract any merchandise, equipment, supplies, or services originating from, processed in, or transported from or through, the countries prohibited from commerce by the U.S. Government. A current list of prohibited countries is available from the Contracting Officer. This restriction includes merchandise, equipment, supplies, or services from any other country that is restricted by law, regulation, or executive order at any time during performance of the contract.

b. The Contractor agrees to insert the provisions of this clause, including this paragraph, in its subcontracts.

31. AUTOMATED DATA PROCESSING VIRUS (AUG 92)

a. Contractor-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, electronic data interchange (EDI) systems, and maintenance diskettes.

b. The Contractor 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 Contractor 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 Contractor. The Contractor 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.

32. AAFES/CONTRACTOR 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.

33. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

By contracting with AAFES, the Contractor warrants it has complied with all applicable laws and regulations governing the manufacture, sale, packing, shipment, and delivery of the items provided. The Contractor certifies that it, its Subcontractors, and its suppliers have complied with applicable labor laws, including but not limited to the Fair Labor Standards Act (FLSA). The Contractor will notify the Subcontractor that AAFES requires goods to be made in compliance with the FLSA and will provide Subcontractors with information regarding FLSA requirements. If requested by the Contracting Officer, the vendor will promptly provide Subcontractor names and manufacturing sites. The vendor will have an effective monitoring program for it, its Subcontractors, and suppliers and will display Wage and Hour Division posters in workers' language, and other appropriate materials provided by the DOL through AAFES at U.S. work sites, inviting workers to make inquiries about the FLSA.

34. DATE COMPLIANT (DEC 07)

a. The Contractor warrants that all forms of information technology (software, hardware, micro-code, firmware, etc.) supplied under the contract are able to accurately and efficiently process date and time data including, but not limited to, calculating, comparing, and sequencing date and time data from, into, and between the 20th and 21st centuries, and leap year calculations through at least 31 December 2101. The supplied information technology, when used in combination with other information technology, will accurately and efficiently process date and time data if the other information technology properly exchanges date and time data. No human intervention is needed to invoke the date compliance (i.e., rebooting the hardware or restarting the software). To be date compliant, the information technology methods must run fault free (no abnormal exiting applications and error free results) and be transparent to the user.

b. If the information technology supplied under this contract relies on other information technology to accurately and efficiently process date and time data, then the Contractor must disclose this reliance before entering into any agreement or allowing any contract addition or substitution (as may be authorized by the Contracting Officer).

35. CHOICE OF LAW AND FORUM (DEC 07)

This contract shall be construed and interpreted in accordance with the laws of the United States of America as applied by, among others, the Armed Services Board of Contract Appeals and the U.S. Court of Federal Claims. By execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of the national or state courts where this contract is performed and agrees to accept the exclusive jurisdiction of an appropriate U.S. Federal administrative body or court.

36. PRIVACY ACT (DEC 07)

a. The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 ("the Act") and DoD 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 AAFES when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an AAFES function, and criminal penalties may be imposed upon the officers or employees of AAFES when the violation concerns the operation of a system of records on individuals to accomplish an AAFES function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an AAFES function, the Contractor is considered to be an employee of AAFES.

c. "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.

d. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including but not limited to education, financial transactions, medical history, and criminal or employment history; it must contain the person's name, identifying number, symbol, or other identifying particular assigned to the individual.

e. "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.

f. The system or systems of records identified for this contract refer(s) to information collected, compiled, and/or utilized to build a customer database for potential and/or current/follow-on services. Instruments used to collect information in written or electronic format include, but are not limited to, application for services, verification of credit rating, customer inquiries/comments, data for invoicing current customers, change of address notifications, information used for marketing purposes, etc.

g. Subcontracting/outsourcing customer data Outside the Continental United States (OCOUS) is not acceptable for DoD Operational Security (OPSEC) purposes.

37. PAYMENT CARD INDUSTRY COMPLIANCE (DEC 07)

a. If payment cardholder data is shared with Contractors, Subcontractors, merchants, or service providers under the terms and conditions of this contract, the Contractors, Subcontractors, merchants, and service providers must adhere to the most current version of the Payment Card Industry (PCI) DSS (Data Security Standard) requirements. These requirements are available at: <https://www.pcisecuritystandards.org>.

b. The Contractor acknowledges that each Contractor, Subcontractor, merchant, and service provider with access to payment cardholder data is responsible for the security of the cardholder data the provider possesses. The Contractor will also include this clause in any subcontract that provides access to cardholder data.

38. 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 & Deductions."

39. 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.

40. PERFORMANCE (NOV 09)

The Contractor will perform in accordance with all contract provisions. AAFES will make payments only for performance as promised, including supplies delivered and accepted per product specification and free of defects, or services rendered that satisfy the contractual specifications and are accepted. Payments for milestones will be paid when the milestones have been achieved and accepted. Additional periods of performance (if any) will only be granted for performance at or above the contractual level. The Contracting Officer may exercise remedies in accordance with the provisions of this contract for poor performance, non-performance, or failure to meet the service level agreement established.

41. 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 41c, 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>.

42. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 09)

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.

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. Any costs associated with the clearance process are the responsibility of the Contractor.

b. 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).

c. If the Contractor or their employees will access sensitive data or go to multiple installations (CONUS or OCONUS), they must obtain a Common Access Card (CAC) and will be required to submit a clearance package to AAFES HQ Chief of Staff - Force Protection (CS-FP), no less than 30 days in advance (see paragraph 42e). The completed package can be emailed to zzHQCS-FPCVSCentral@aafes.com or faxed to 214-312-3397, attention: Glenn Smith. HQ CS-FP will process the application accordingly. Authorization must be received from CS-FP before the Contractor can be issued a CAC.

d. If the Contractor employee is in (or is scheduled to be in) the Dallas-Fort Worth (DFW) area, they can schedule through CS-FP to personally come to HQ AAFES with completed Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and AAFES Form 3900-006, AAFES Background Check for Vendors/Contractors, and get fingerprinted. The Contractor should have two verifiable, recognizable identification credentials prior to meeting ID personnel. CS-FP will input the information, and if the Joint Personnel Adjudication System (JPAS) gives the individual access, CS-FP will issue them a CAC.

e. Those who cannot come to HQ AAFES in Dallas, Texas to fill out the paperwork, and for electronic fingerprints and CAC issuance, will need to do the alternative process (steps 42e[1] through [6], below). Contractors are required to provide the following information if they need multiple installation or sensitive information access, which they should mail, email, or overnight to: CS-FP, Attention: Force Protection; zzHQCS-FPCVSCentral@aafes.com.

(1) A business letterhead which states the contract number or purchase order (PO)/delivery order (DO) number. Include AAFES point of contact (POC) (Contracting Officer, SBM, or Sales Directorate [SD] buyer), the Contracting Officer's Letter of Invitation or Contractor's Request for Access, and how long access is needed.

(2) A Pre-employment background check from the Contractor's employer, which includes Local and National Criminal check. If the company has a policy about releasing the actual report, then a letter on company letterhead will be accepted. The letter must state the check has been performed and give results.

(3) Personal information for invitation to use Electronic Questionnaires for Investigations Processing (e-QIP): full name at birth, social security number, date and place of birth, and a valid email address.

(4) Fingerprints, either on LIFESCAN or on the FD258 fingerprint card, for Contractors to get fingerprinted at a local police station.

(5) Download and fill out [AAFES Form 3900-006](#).

(6) The Contractor needs to include their contact information just in case clarification is needed on the [SF85P](#).

Both AAFES Form 3900-006 and SF85P are available for download at the "Doing Business With AAFES" website under "Existing Vendors/Suppliers." Please use the fillable PDF file for [SF85P](#); follow instructions on the form. The link is located at <http://www.opm.gov/forms/html/sf.asp>. The e-QIP may be used as an alternative.

Note: You cannot save a completed copy of the SF85P on your computer. Print an extra copy for your records. If legible, the form may be handwritten.

f. After the Contractor employee information has been added into JPAS and the Contractor Verification System (CVS), CS-FP will issue and mail to the individual an official AAFES letter which states this employee has been adjudicated. The individual must then proceed to their nearest military installation to have a CAC issued. The Contractor should have two verifiable, recognizable identification credentials prior to meeting ID personnel.

g. 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.

h. Where all performance of the contract/concession takes place on one installation, the Contractor will be required to submit an AAFES Form 3900-006 to the exchange SBM, GM, or their designee who will enter the Contractor information into the CVS and will maintain the database of Contractors working for AAFES.

i. CAC for **Foreign Nationals** needing access to multiple installations:

(1) Foreign Nationals will not have access to sensitive information. Foreign Nationals employed by AAFES' Contractors, whose duties do not require access to classified information, shall be subject to a criminal record check. They "may be" granted a "Limited Access Authorization" which shall be subject to a periodic reinvestigation regardless of the number of installations. He/she should get their country's equivalent of a National Agency Check with Inquiries (NACI) Investigation Background check from their country, with fingerprint card FD258 or live scan which can be obtained from local police. Once they receive a country background check, they should contact the local Exchange SBM and provide documentation so background information can be vetted by Pass and ID. Once vetted by Pass and ID Security Officer, the SBM should contact the Contractor to schedule a visit to Pass and ID so the Contractor can receive a CAC and be entered into the CVS. Once this action is completed, the Contractor is able to visit other DoD locations.

(2) The Contractor is responsible for securing and returning to the issuing office all ID cards issued under these procedures:

- for all employees at the end of the contract
- for individual employees no longer employed or no longer assigned to perform the AAFES contract

Questions should be directed to CS-FP or your Contracting Officer.

(3) Contractor Theater Entrance Requirements, per Department of Defense Instruction (DoDI) 3020.41, direct Contractors within the Central Command (CENTCOM) Area of Responsibility (AOR) (Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates [U.A.E.], Uzbekistan, and Yemen) that either operate in the AOR or provide contracting support from outside the AOR, to input their Contractor Personnel into Synchronized Pre-Deployment and Operational Tracker System (SPOT). The reason is numerous contracting activities that either operate in the AOR or provide contracting support are entering the theater without going through a central reception center. All Contractors employed on DoD-funded service and construction contracts being performed in the CENTCOM AOR, excluding personnel hired under contracts that do not exceed \$25,000 and for which the period of performance is less than 30 days, and embarked Contractor personnel must be entered in SPOT. Contractors deploying less than 30 days can use the SPOT generated or the manual formatted Letter of Accountability on the CENTCOM website: <http://www2.centcom.mil/SITES/CONTRACTS/PAGES/DEFAULT.aspx>.

(4) Contractor Personnel will not be granted or allowed to renew their CAC, acquire Biometric ID cards or other credentials, as applicable, until entry of information into the SPOT database is complete. All Contractor personnel deploying to Iraq, Afghanistan, the Horn of Africa, Kuwait, Qatar, and the South Asian States must process through the reception centers at Camp Arifjan Kuwait, Camp Lemonier Djibouti, Manas AB Kryrgyzstan, Manama Bahrain, or Al Udeid AB Qatar. Waiver of this requirement must be approved through USCENTCOM CCJ4; mail to the following address:

USCENTCOM/J4
7115 South Boundary Boulevard
MacDill AFB, FL 33621-5101

43. UNIVERSAL STANDARDS PRODUCTS AND SERVICES CLASSIFICATION (UNSPSC) ITEM CATEGORY IDENTIFIERS (NOV 09)

a. The vendor shall identify the Contractor's items by utilizing the UNSPSC system for categorizing products and services. UNSPSC code guidance can be found at: www.unspsc.org.

b. The UNSPSC product or service identifiers will be part of the originally proposed item descriptions along with subsequent replacement and or substitution items. The identifiers will be provided in a format which shall indicate the appropriate item category identifier along with sales transaction information required by the report.

c. The UNSPSC code has five levels, with each successive level supplying greater detail. These levels are identified as follows:

- Level 1: SEGMENT
- Level 2: FAMILY
- Level 3: CLASS
- Level 4: COMMODITY
- Level 5: BUSINESS FUNCTION

For Example:

- IT Items – UNSPSC Segment Identifier Number 43
- All reported items should be coded following the guidance contained on the UNSPSC website. Each line item number can be code identified by the first four levels of the UNSPSC structure. The fifth level coding can be completed utilizing either "00" or a business function code.

Example: Notebook Computer - 42.17.18.01.00

- For AAFES purposes, UNSPSC reporting of servers shall contain an additional identifier at the fifth level (Business Function) as follows:

Low-end (32-bit) 43.17.18.06.01
High-end (64-bit) 43.17.18.06.02

- In situations where more than one UNSPSC code applies to a contract line item number (CLIN), the predominant item's UNSPSC will be reported. The code reported should be at least to Level 3 (Class), and by the digits "00."

Example: Network Hardware (assorted) - 43.17.27.00.00

d. UNSPSC Implementation - AAFES will assist vendors in assigning UNSPSC codes when required. The UNSPSC codes assigned to transacted items should coincide with any such items incorporated, where possible. AAFES reserves the right to change or add item identifier format reporting, as required.

44. USE OF CONTRACT BY OTHER FEDERAL ENTITIES (NOV 09)

a. Federal statute and DoD procurement policy encourage DoD NAFIs to enter into contracts or other agreements with other Federal Government entities, where it is advantageous to do so. It is solely within the discretion of each entity to decide whether or not to participate.

b. This is a non-appropriated fund (NAF) contract.

c. The prices, costs, rates, commissions/fees, terms, conditions, and any other contract provision are non-negotiable absent modification, change, or amendment by an authorized Contracting Officer of the NAFI that issued this contract.

d. Any dispute and/or claim shall be submitted to the NAF Contracting Officer that issued this contract for any required adjudication. Any issue between an ordering entity (other than the NAFI that issued this contract) and the Contractor, which cannot be resolved without formal action by the Contracting Officer (e.g., delivery/task order, modification, final decision letter, termination action, etc.), will be referred to the Contracting Officer of the NAFI that issued this contract for action. Any issue that appears to require formal contract action, and/or is a potential dispute or claim, will be brought to the attention of the Contracting Officer of the NAFI that issued this contract.

e. The Contractor shall perform the contract requirements in accordance with this Contract regardless of which entity places an order against this contract. The terms and conditions of this contract shall apply to all performance under this contract, without regard to ordering entity, delivery, or performance site, location, or facility.

f. If the Contractor cannot fulfill a delivery/task order, regardless of reason, the Contractor shall immediately advise the ordering entity. Generally, such notice shall be provided within one business day of the date and time the Contractor is aware (or should have been aware) the order could not be fulfilled.

g. The sites, locations, or facilities identified herein as being required in this contract are not all inclusive of the number of sites, locations, or facilities that may be added in the future; however, this contract does not create a right of first refusal and does not require, guarantee, or imply the addition of any sites, locations, or facilities to this contract. Additional sites, locations, or facilities identified in a delivery/task order that are not listed in the contract will be added to the contract by Contract Modification by an authorized Contracting Officer of the NAFI that issued this contract.

h. No additional quantities are guaranteed or implied as a result of this clause.

i. Other Federal entities authorized to place delivery/task orders against this contract include:

- AAFES
- U.S. Army Family and Morale, Welfare, and Recreation (FMWRC)
- Air Force Non-appropriated Fund Purchasing Office (AFNAFPO)
- U.S. Marine Corps Personal and Family Readiness Division (MR) and Marine Corps Community Services (MCCS)
- Navy Exchange Command (NEXCOM) and Navy Exchange System (NES)
- Commander, Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR)
- Coast Guard Exchange System (CGES)
- Other Federal activities not specifically named in this contract

j. More favorable prices, costs, rates, commissions, fees, terms, and conditions than reflected in this contract may be offered by the Contractor to the various ordering entities and/or negotiated by the ordering entities based upon economic factors that support such mutually agreed to arrangements, provided that:

(1) Any such agreement is made in writing.

(2) A complete copy of any such agreement is given to the Contracting Officer of the NAFI that issued the contract, prior to performance.

k. The NAFI that issued this contract is not responsible or liable for payment related to delivery/task orders issued by another entity. The entity that issues a delivery/task order is solely responsible for payment in accordance with applicable Federal laws. Each delivery/task order issued will include:

(1) Contract number against which order is placed.

(2) Location where delivery/performance will take place and required delivery/performance date(s).

(3) Complete contact information for both the ordering entity and any other POC the Contractor may need to complete the order.

(4) Invoicing and payment instructions and/or procedures for remitting commission/license fee payments to the ordering entity.

l. On a quarterly basis (15 Jan, 15 Apr, 15 Jul, 15 Oct), unless a different reporting requirement is specified elsewhere in this contract, the Contractor shall provide the Contracting Officer with a written report recapping all expenditures by item or service including a total for all entities that have placed orders during the preceding quarter. The report will include a quarterly recap that the Contractor will send to the specified POC, for each entity that participated in or that placed orders against this contract.

45. 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 Quality Assurance Management Team at: 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>.

46. 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 emailed to the AAFES Quality Assurance Team at: QAQuestions@aafes.com.

Section 1A – ADDITIONAL GENERAL PROVISIONS

1. TERMS AND CONDITIONS

a. The Terms and Conditions are located on the AAFES internet site, “How to do Business,” at <http://www.aafes.com/vendors>; click on “Non-Retail Procurement.” These Terms and Conditions are incorporated by reference in contracts or purchase orders with the Contractor. The latest edition to this document will be listed in Exhibit A of AAFES solicitations and contracts. The Contractor is responsible for ensuring it and its representatives have the latest edition.

b. AAFES may issue changes to these Terms and Conditions by updating the internet site. Contractors with current AAFES contracts or orders will receive notification of each update.

c. This document and any current changes will be considered part of the contract or order when the first of either of the following occurs:

(1) A contract or order which incorporates this document and all current changes is awarded,
or

(2) The Contractor ships or delivers against a contract or order which incorporates the new or revised Terms and Conditions.

d. The Terms and Conditions in this document apply to contracts for supplies and equipment purchased by AAFES for sale, delivery, or use in the United States. They apply to other contracts if specifically referenced. Questions about these Terms and Conditions should be addressed to the Contracting Officer whose name appears on the contract document.

2. 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.

3. RESERVED

4. RESERVED

5. RESERVED

6. CONTRACTOR’S WARRANTY

The Contractor will provide the Contracting Officer, upon request, a copy of applicable warranties. A copy of the Contractor's warranty for the contract item(s) is shown in the Contractor Warranty Exhibit. Nothing contained in the Contractor's warranty may supersede or restrict the warranty contained in the AAFES Warranty clause. AAFES will accept the 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.

7. HEAVY METAL LEACHING (DEC 07)

If there are products furnished under this contract that can reasonably be used to carry food or liquid for human consumption and are made of a substance prone to heavy metal leaching such as, and to include, pewterware, earthenware, ceramicware, chinaware, ironware, lacquerware, bronzeware, brassware, leaded crystalware, and coated/plated items with a heavy metal base, the concessionaire warrants that any such product 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). AAFES reserves the right to test concessionaire products on an unannounced basis. If a heavy metal leaching failure is found, the concessionaire agrees to reimburse AAFES for all follow-up costs to sample-test the remainder of his items for the duration of the contract. The concessionaire 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.

8. RESERVED

9. LOGISTICAL SUPPORT

The Contractor's technical representatives, performing services under the contract who qualify under provisions of Army Regulation (AR) 700-32/Air Force Regulation (AFR) 400-15 and command directives, may be furnished logistical support provided such support is consistent with the terms of international agreements entered into by the United States with the government of the nation concerned, and such support would not place the privileges and immunities of the United States in jeopardy. The provision and the extent of such support rests with the military commander concerned and not with AAFES, and the contract in no way guarantees that such support will necessarily be provided.

10. LOGO/ARTWORK/PROOF

All AAFES-furnished artwork bearing the AAFES logo or trademark will remain AAFES property. The AAFES logo, trademark, or any 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.

11. RESERVED

12. 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.

13. RESERVED

14. RESERVED

15. RESERVED

16. RESERVED

17. RESERVED

18. SEASONAL DECORATIONS

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

19. SPECIFICATIONS/PURCHASE DESCRIPTIONS

The Contractor will provide the brand name products listed in this contract which are the Contractor's regular commercial products.

20. SPECIFICATIONS/PURCHASE DESCRIPTIONS

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

21. 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.

22. 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 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.

23. RESERVED

24. RESERVED

25. RESERVED

26. HAZARDOUS GOODS

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, AAFES Hazardous Materials Classification Sheet](#). Complete all applicable blanks with the required information. Return the completed form, attached to an MSDS, to the Contracting Officer. MSDSs must contain the proper shipping name, class/division, UN number, packing group (when applicable), and the flash point (for Class 3 dangerous goods). Packing requirements can be found in the following regulations:

International Maritime Dangerous Goods (IMDG)
International Air Transport Association (IATA)
CFR, Title 49, Transportation

Section 2 - TAX AND DRAWBACK

T01. 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).

T02. 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 required waiver(s) and certification(s) of export upon submission of documents covering claims.

T03. 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: Codes T02 and T03 do not apply to orders for shipments to areas where drawback of customs duty/refund of tax are 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/. 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 vendor 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 any other reason.

(3) The DO or PO number.

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

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

(6) DO/PO line number, item description, 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, 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 invoice. If these charges cannot be included, submit a separate packing, palletizing, and crating invoice. The invoice must cross-reference the merchandise invoice and include the order 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 one 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 one. 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) or 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 Contractor 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 AAFES, at the time of receipt, 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 (see [Section 4C](#)), 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 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 10th 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 10th day of the second calendar month.

Net 10 PROX Payment is due on the 10th 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 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 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 free-on-board (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:

Contractor Name
Contractor – remit to ID (if known)
Unpaid Invoice and explanation of Payment Discrepancies
Order No. (if applicable)
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 39.

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

1. EDI is the electronic exchange of data between trading partner computers using standard formats. AAFES sees EDI as the most efficient way to conduct business. EDI lets us improve service to our customers, reduce expenses, and increase productivity. We prefer that all Contractors receive our orders and transmit their invoices electronically.
2. **There are three EDI standards:**
 - a. X.12 for all types of industries.
 - b. Voluntary Inter-Industry Communication Standard (VICS), a subset of X.12 for use in the retail business.
 - c. Uniform Communication Standard (UCS) for the grocery and pharmaceutical business.
3. We mainly use two EDI standards: UCS and X.12. AAFES has made a corporate decision to use the following parameters:
 - a. The 850 Transaction Set (purchase orders) will be the first required to begin startup (testing).
 - b. The second will be the 810 Transaction Set (invoices), which will be required to be in startup (testing) no later than six months after 850 goes to production. Contractors who are currently in 810 startup or production will be required to begin the 850 startup within six months.
 - c. The next in succession will be the 856 Transaction Set, which will be required on a selected basis by AAFES.
 - d. Should a vendor fail or refuse to begin the implementation of EDI, AAFES will have the option to terminate our business relationship with the non-compliant vendor.
4. The reason for an EDI standard is that it lets us communicate more efficiently with various trading partner computers. It avoids proprietary formats that are not compatible with each other. It avoids development and maintenance of custom programs for each company which does not use a standard format.
5. To start the EDI process, call the EDI support staff. The EDI staff can provide information on the implementation process. When the EDI that meets both our requirements is working, we will demonstrate agreement by either sending you an EDI order which you fill, or by you sending us an EDI invoice which we pay.

Section 4A

ELECTRONIC DATA INTERCHANGE AND VENDOR MANAGED INVENTORY

1. Individual electronic orders will be transmitted and acknowledged according to the guidelines contained in either UCS or American National Standards Institute (ANSI) X.12 standards as mutually agreed by AAFES and the Contractor. We require functional acknowledgments within 24 hours.
2. AAFES and the Contractor each agree to use reasonable and adequate procedures to protect the data and systems of the other from unauthorized access or release of information to unauthorized third parties.
3. By providing 30 days written notice, the Contractor may designate a third party to receive electronic orders on its behalf. The Contractor is responsible for the acts or omissions of the third party in the processing and handling of electronic orders.

Section 4B - CONTRACTOR USE OF AAFES COMPUTER SYSTEM

1. The AAFES computer system is for AAFES official business. AAFES Computer Security Officers are the approving authority and are responsible for establishing new user accounts. The sharing of accounts (user-id) on AAFES computers is prohibited. Violators will lose their accounts.
2. Upon acceptance of a new account, we will provide the Contractor a user-id 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 user-id and initial password is 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 five consecutive unsuccessful log-in attempts, we will suspend the user-id. 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, the account 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 are 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 anytime 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 the system software; however, they will not provide formal or time-consuming training.

Section 4C - PAYMENT BY ELECTRONIC FUNDS TRANSFER (OCT 98)

1. Method of payment

a. All payments by AAFES under this contract shall be made by electronic funds transfer (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 to the Contractor available payment information. AAFES shall send the payment information to the remittance address contained in the AAFES database.

Section 5 - PACKING, MARKING, MOVEMENT INFORMATION

AAFES may charge the Contractor for failure to follow these instructions. These costs can include transportation, packing, marking, and administrative expenses.

1. PACKING

a. All boxes used for Contractor products must be designed and manufactured to ensure safe delivery and comply with all the applicable standards set forth by the National Motor Freight Classification (NMFC). All boxes must have a certificate of the box maker printed on each container.

b. All Contractor shipments must be packaged in AAFES order-designated case quantities. Contractors 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) DISTRIBUTION CENTER CONVEYABLE BOX

- Minimum requirements 9" long, 4" wide, 5" high, weight 5 pounds
- Maximum requirements36" long, 24" wide, 20" high, weight 55 pounds
- Glue flaps.....Adequate to keep box closed during handling
- Perforated boxes/cartons.....Must be able to withstand warehouse handling without damage or carton opening.
- Liquids.....All liquids should be marked "THIS SIDE UP" by the Contractor.

(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.
- Exceed Case SizeDimensions 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 5 pounds or more than 55 pounds.

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:

- Item description
- Color, size, style (if applicable)
- Case pack (number of selling units in carton)
- Selling unit Universal Product Code (UPC) label
- Date of manufacture (month, year)
- 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 (12x6). 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.). Carton marking should not be confused with shipping labels. Carton markings identify all information particular to the Contractor while the shipping label identifies information particular to AAFES, such as where the box is being shipped, order number, "MARK FOR," etc. It is permissible to print all carton markings on the shipping label. This label should then be placed on at least one side of the product.

c. 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.

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

3. STANDARD SHIPPING LABEL GUIDELINES

Contractors are required to use a standard shipping label. The label does not need to include any bar coding; however, we will gradually begin to phase in the Uniform Code Council (UCC)/128 Shipping Label. Our long-term goal is to use the UCC/128 bar code along with the advanced shipping notification. The standard shipping label must contain the following information.

Note: For DC address and contact information, see [Section 13, Telephone List](#).

Ship From: Contractor’s Name Address City, State, Zip Code	Ship To: AAFES Distribution Center or Facility Address City, State, Zip Code
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MARK FOR: Final receiving location (facility name and seven-digit number)

AAFES order number (e.g., 00-xxxx-xxxx).

Ship From: Vendor Name Vendor Address City, State, Zip Code	MARK FOR: Aberdeen Main Store 104-0505
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. Palleted 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. ORDER CONSOLIDATION

Consolidate FOB origin shipments to the same “ship to” address with a ship date that covers no more than five working days and ship on a single bill of lading. Parcel delivery service and U.S. mail shipments are accepted. If the consolidated shipment is more than 5,000 lbs. or 700 cubic feet, call AAFES Logistics (LG) to verify routing (see [Section 13, Telephone Listing](#)).

5. LOADING

The Contractor will load truckload shipments at its own expense. Loading may involve an ocean container, rail car, trailer on flatcar (TOFC), AAFES vehicle, or commercial carrier.

- a. Palletized shipments are preferred and should be used whenever possible.

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

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

c. Contractors may be required to palletize 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 individual delivery destinations. The pallet must also be noted on the carrier freight bill.

6. **DOCUMENTATION**

a. **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:

(1) The AAFES order number, pieces, weight, cube, 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-LG before shipping merchandise with less than 6 lb. per cubic foot density and a volume of more than 300 cubic feet (see [Section 13, Telephone Listing](#)).

(2) Include the statement: ATTACH ONE COPY OF THIS BILL OF LADING, OR MANIFEST, TO YOUR DELIVERY TICKET.

(3) On prepaid FOB origin shipments, enter on the front of each page: TRANSPORTATION HEREUNDER IS FOR THE ACCOUNT OF THE U.S. GOVERNMENT. THE ARMY AND AIR FORCE EXCHANGE SERVICE, AN INSTRUMENTALITY OF THE U.S. GOVERNMENT, WILL REIMBURSE CHARGES PAID TO THE CARRIER BY THE SHIPPER OR CONSIGNEE.

b. **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.

(1) 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.

(2) 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.

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

7. ROUTING ORDERS

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. Call at least three business days before the scheduled ship date. No shipments will be sent by any small package carrier (i.e., U.S. Mail, United Parcel Service [UPS], or Roadway Package Service [RPS]) to a Military Ocean Port Command or AAFES Transportation Center (ATC).

Note: AAFES-LG telephone numbers are in Section 13.

b. AAFES has authorized its transportation agents to arrange Contractor source loading, changes in delivery points, and delivery modes. AAFES' transportation agent will document and send the Contractor a copy of what was changed and the Contractor's person who agreed to the change. The documentation will be on an AAFES charge/credit voucher. If the change incurs a charge to the Contractor or AAFES, the voucher will include the amount of the agreed charge. A change to delivery terms that results in the same or lower Contractor payment will be handled by the transportation agent under these procedures. A change to the delivery terms that results in a higher Contractor payment must be signed by the Contracting Officer.

8. SAMPLES

Ship AAFES requested samples as follows:

a. **If shipped by the United States Postal Service (USPS):**

HQ AAFES SAMPLE WAREHOUSE
ATTN: (insert name and office symbol; e.g., John Boxer, SD-H)
P.O. BOX 660202
Dallas, Texas 75266-0202

b. **If not shipped by USPS:**

HQ AAFES SAMPLE WAREHOUSE
ATTN: (insert name and office symbol; e.g., John Boxer, SD-H)
3911 S. WALTON WALKER BLVD.
Dallas, Texas 75236-1598

9. HAZARDOUS ARTICLES

Shipments of hazardous/dangerous articles must follow U.S. law and regulations, international agreements, and military or carrier rules. 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.

10. CROSSDOCK SHIPMENTS

- a. Contractors must not back order any merchandise on crossdock orders. Any item balance unable to be filled will be canceled after initial shipment.
- b. Contractors must not substitute any merchandise on crossdock orders.
- c. Contractors agree to no minimum order quantities on crossdock items.
- d. Contractors must ship orders complete to the extent possible. If a trailer overflow is experienced, all remaining merchandise must be shipped immediately via preferred AAFES less than truckload (LTL) carrier.
- e. Contractors must give our DCs blanket authority to return any merchandise shipped to the DC which was not on the order and/or is in excess of what was ordered. A blanket return authorization (RA) number must be provided to speed the return process. Any crossdock return will be made at the Contractor's expense, to include, as applicable, delivery transportation, DC handling, DC administrative fees, and return transportation.
- f. Contractors must immediately notify the Contracting Officer when model numbers or style numbers are changed or when model changes or production problems create shipment delays.

11. PALLET PICK PROGRAM

AAFES has a pallet pick program that lets its large volume retail stores receive pallet quantities of warehouse stocked merchandise. Contractors 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 Contractor stock/style number may be on the order but listed as a different seven-digit computer reference code (CRC) or fifteen-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) Shrink-wrap product.
- (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.

12. SHIPPING TO OVERSEAS LOCATIONS

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

b. **CONTAINER LOADING.** AAFES may require the Contractor to load ocean containers. The Contractor, when loading is complete, will provide container and seal numbers to the transportation center at least **24 hours prior to vessel cutoff**. ***The Contractor is responsible for meeting a vessel cut off date/time provided by the ATC. The Contractor must provide the ATC notice prior to cut off 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 cut off 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 cut off as AAFES incurs charges from the carrier. The ATC telephone number for reporting purposes is (214) 312-2915.

c. SHIPPING TO DISTRIBUTION CENTERS OR CONSOLIDATORS

(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).

(3) Do not ship any overseas destined order that weighs less than 200 pounds, is less than 15 cubic feet, and meets U.S. Postal regulations.

(4) Ship the ordered items to the overseas Army/Air Force postal office (APO) address using the USPS.

(5) Contact the Contracting Officer for the APO address. Do not ship by small package/parcel carrier to the AAFES CC.

d. **TCN FOR SPLIT SHIPMENTS.** If the Contracting Officer authorizes multiple shipments, the Contractor will construct the TCN as follows: Combine the store Department of Defense Activity Address Code (DODAAC) with the last eight digits of the order number and a three-digit code indicating shipment increment. If the shipment (no matter the number of pieces) is complete in one move, the last three digits will be XZX. If the shipment is split, the first increment will be XAX, the second increment will be XBX, etc. The final increment, no matter how many preceding increments, will be XZX.

For example: An order shipped in three increments will have:
The first - XAX, the second - XBX, and the third - XZX.

e. SHIPMENT VIA AIR

(1) **Commercial:** Call AAFES-LG, Traffic Division for routing (see [Section 13](#) for telephone numbers).

(2) **Military Airlift:** The Contractor must call the ATC for air clearance. Do not ship without this clearance. We will give the Contractor military airlift shipping labels and instructions; do not ship without military airlift labels.

13. **IMPORTS - SHIPPING FROM OVERSEAS LOCATIONS**

a. **MARK** all cartons with the order "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:

- 1) Seller name and address (company AAFES is purchasing from).
- 2) Manufacturer name and address (where product was made).
- 3) Ship to name and address (AAFES facility PO is shipping to).
- 4) Container stuffing location if NON-factory load.
- 5) Consolidator name and address for factory loads.
- 6) Country of origin code.
- 7) Commodity harmonized tariff schedule (HTS) code (first six digits of each AAFES item being shipped).

(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 HTS number. 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 cost 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.

Section 5A - GENERAL INSTRUCTIONS

GO0. Pallet Shipments: The type of pallet pattern varies. Contractor NON-BULK shipments to all DCs will be on pallet type in GO5. Contractors 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 5B – SPECIAL INSTRUCTIONS

1. **FOLLOW THE INSTRUCTIONS ON THE ORDER ROUTING BLOCK.** If the ROUTING block says, REFER TO SPECIAL INSTRUCTIONS, the following SPECIAL INSTRUCTIONS apply:

a. **SHIPMENTS TO EXCHANGES IN CONTIGUOUS UNITED STATES (CONUS)**

(1) **FOB Destination:** The vendor is responsible for transporting the merchandise to its destination. AAFES encourages the use of the preferred carriers for truckload and LTL quantities. For parcel service of smaller shipments, you are encouraged to use RPS or UPS.

(2) **FOB Origin:** Ship directly to the facility all shipments that are less than 200 pounds and less than 15 cubic feet. Use RPS if available; otherwise, use UPS.

(a) For shipments that are more than 200 pounds but less than 5,000 pounds or 700 cubic feet, use Consolidated Freightways to ship the freight as described in [paragraphs 1b\(3\)\(a\)](#) and [1b\(3\)\(b\)](#). If Consolidated Freightways does not serve both pick up and delivery points directly, call AAFES-LG for instructions (see [Section 13, Telephone Listing](#)).

(b) For shipments exceeding 5,000 pounds or 700 cubic feet, call AAFES-LG for instructions (see [Section 13, Telephone Listing](#)).

b. **SHIPMENTS TO OVERSEAS EXCHANGES (OSE), INCLUDING ALASKA AND HAWAII**

(1) The Contractor should mail an FOB origin or FOB destination shipment directly to the overseas APO/fleet post office (FPO) address using the USPS when:

(a) The total weight is less than 200 pounds.

(b) Each parcel weighs less than 70 pounds.

(c) Each parcel has a combined length and girth of no more than 108 inches.

All packages must include the APO/FPO address, the order number, and the statement, "CONTENTS FOR OFFICIAL USE, EXEMPT CUSTOMS REQUIREMENTS." Saudi Arabia and Kuwait shipments must be sent registered mail.

(2) The Contractor chooses the carrier for FOB destination shipments. We encourage the use of the preferred carriers for truckload and LTL shipments.

(3) For FOB origin shipments where the shipment weighs more than 200 pounds but less than 5,000 pounds or 700 cubic feet, use Consolidated Freightways to ship the freight as described in [paragraphs 1b\(3\)\(a\)](#), [1b\(3\)\(b\)](#), and [1b\(3\)\(c\)](#). If Consolidated Freightways does not serve both origin and destination, contact AAFES-LG (see [Section 13, Telephone Listing](#)).

Include the following on all bill of lading copies to alert the carrier that an appointment is required (see [Section 13](#)):

CARRIER APPOINTMENT IS REQUIRED.

(a) For the Azores, Saudi Arabia, Kuwait, and European countries, ship to:

AAFES Transship Warehouse
Dan Daniel Distribution Center (DDDC)
233 Enterprise Drive
Newport News, VA 23603

Include the following on all bill of lading copies to alert the carrier that an appointment is required (see [Section 13](#)):

CARRIER APPOINTMENT REQUIRED

(b) For Hawaii, Alaska, and Pacific countries, ship to:

AAFES West Coast Distribution Center (WCDC)
Bldg 550, 700 East Roth Road
Sharpe Army Depot
French Camp, CA 95231-0000
AAFES Facility Number: 1059966
DODAAC: HX7WCW

Include the following on all bill of lading copies to alert the carrier that an appointment is required (see [Section 13](#)):

CARRIER APPOINTMENT REQUIRED

(c) For Honduras, Puerto Rico, and Haiti, ship to:

AAFES Atlanta Distribution Center (ADC)
Transship Building #514
Fort Gillem
Forest Park, GA 30297

Include the following on all bill of lading copies to alert the carrier that an appointment is required (see [Section 13](#)):

CARRIER APPOINTMENT REQUIRED

(d) For Sinai (El-Ghora Multinational Force and Observers [MFO]), regardless of FOB terms, ship to:

World Trade Transport Corp.
22 Export Dr.
Sterling, VA 22170

A 24-HOUR APPOINTMENT IS REQUIRED. CONTACT WORLD TRADE CORP (see [Section 13](#), [Telephone Listing](#)).

(4) For all chill or freeze cargo shipments or shipments of general cargo over 10,000 lbs. or 700 cubic feet, regardless of the FOB terms, call AAFES-LG (see [Section 13](#)) for routing instructions 14 days before shipping.

(5) For Thule Air Base (AB), regardless of the FOB terms:

(a) Parcels less than 70 pounds and 108 inches in combined length and girth should be mailed directly to the overseas APO address using the USPS. All packages must include the APO address, the order number, and the statement: CONTENTS FOR OFFICIAL USE, EXEMPT CUSTOMS REQUIREMENTS.

(b) For shipments over 70 pounds and 108 inches combined length and girth, call AAFES-LG for instructions.

(6) Commercial air shipments to Korea, regardless of the FOB terms, require an original government Bill of Lading for customs purposes. The Contractor must contact AAFES-LG for instructions before shipping.

c. OSE MARKING INSTRUCTIONS, INCLUDING ALASKA AND HAWAII

(1) The following instructions apply to shipments against an order issued by an overseas store. If the order does not have SHIP TO and MARK FOR information, call AAFES-LG. These instructions do not apply to shipments made through the USPS.

IDENTIFICATION. Each order will identify the receiving facility by the seven-digit number, facility name, and DODAAC (see paragraph [2] below).

(2) Marking.

(a) Sample instructions for water shipments:

TCN _____ (see paragraph [b] below)
Store Name _____
Facility Number _____ (7-digit)

(b) The TCN is developed by combining the store DODAAC with the last eight numbers of the delivery order number and a three-letter code showing the number of increments in the shipment. The DODAAC number may be found on the delivery order. If the shipment is complete in one move, no matter the number of pieces, the last three characters will be XZX. If the shipment is split, the first increment will be XAX, the second increment will be XBX, etc. The final increment, no matter the preceding increment code, will be XZX.

For example, a complete MARK FOR against order 12-2662-2111 for Giessen, Germany would be:

TCN HXGAGD-2662-2111 XZX
Giessen DC
Facility # 1361146
12-2662-2111

2. SHIPMENTS TO DISTRIBUTION CENTERS IN THE CONTIGUOUS UNITED STATES (CONUS)

a. Carrier delivery appointments are required at all CONUS DCs.

b. The Contractor chooses the freight carrier for FOB destination shipments. We encourage the use of designated preferred carriers for truckload or LTL shipments indicated in the ROUTING block of the order. The Contractor is responsible for ensuring carrier drivers assist CONUS DCs with freight off-loading.

Section 6 – RESERVED

Section 7 – RESERVED

Section 8 – RESERVED

Section 9 – FOOD AND BEVERAGE

FO1. Products will originate in an establishment listed in the DoD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, or from an establishment approved or exempt in accordance with AR 40-657, Veterinary Food Safety, Quality Assurance, and Laboratory Services/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 U.S. Department of Agriculture (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.

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.

Section 10 – EQUIPMENT, SUPPLIES, AND AUTOMOTIVE

EO1. Except for vehicles, each unit will include manuals for installation, operation, and maintenance with lists of spare parts and supplies with prices. Vehicles will include operators' manuals. Revised parts and supplies lists will be sent to AAFES as they are issued.

EO2. Vehicle serial numbers will be shown on individual shipping documents covering each vehicle.

EO3. Ship on wheels, fully assembled, unboxed, with no preparation for overseas shipment.

EO4. The Contractor warrants the merchandise furnished under this contract has been manufactured in accordance with the current edition of the ANSI safety specifications for power lawn mowers and the delivered merchandise contains the Outdoor Power Equipment Institute (OPEI) approved label.

EO5. Overruns or underruns, not exceeding 10% of the quantity ordered, will constitute a complete delivery. A charge or credit at the order price will be made for the amount over or under. If the delivery is an underrun, the Contractor will state "complete shipment" on the delivery ticket and packing list.

EO6. Quantity ordered is the minimum amount to be delivered; overruns not exceeding 5% of the quantity ordered will constitute a complete delivery.

Section 11 – RESERVED

Section 12 – RESERVED

Section 13
TELEPHONE LIST and DISTRIBUTION CENTER ADDRESSES (DEC 07)

Accounts Payable - See Section 3. If Internet access is not available, fax your inquiry to:	214-465-2900
AAFES Logistics Customer Service Office	214-312-2660
AAFES Logistics Freight Rate Specialist	214-312-3782
AAFES Logistics Routing	214-312-4854
AAFES Logistics for Imports	214-312-3678
AAFES Logistics for Transportation Management System	214-312-3122
AAFES Transship Warehouse Forest Park, GA, for Honduras, Puerto Rico, and Haiti	404-469-338/5339
AAFES Transship Warehouse Newport News, VA, for Azores, Saudi Arabia, Kuwait & European Countries	787-888-2858
AAFES Transship Warehouse West Coast DC for Hawaii, Alaska, and Pacific Countries	209-234-3722
Electronic Data Interchange Support Staff	214-312-2011
Exchange Mail Order Catalog Vendor Drop Ship Unit	214-312-3827
Mail Order Catalog	fax 214-312-3775
Exchange Mail Order Catalog Questions About Day-to-Day Operations	214-312-2945
Loss Prevention	800-527-6789
Loss Prevention	fax 214-3152-3728
World Trade Corp.....	703-450-6800
Uniform Code Council, Inc. UPC Codes	800-543-8137

DISTRIBUTION CENTER ADDRESSES AND TELEPHONE NUMBERS

Atlanta DC	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		
Dan Daniel DC	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	
Waco DC	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	
West Coast DC	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	
Fashion Distribution Facility (FDF)	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	

Section 13A
OVERSEAS TELEPHONE LIST and DISTRIBUTION CENTER ADDRESSES

MAIL TO

SHIP TO (OVERSEAS CONTRACTORS ONLY)

United Kingdom Distribution Center
Unit 5075
APO AE 09461
Telephone: 011-44-1-842-828-484

AAFES EDA UKDC
RAF Feltwell IP 26, YHL
NR Thetford, Norfolk U.K.

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

AAFES GDC
Postfach 11 01 20
35346 Giessen, Germany

Gruenstadt Food Plant Prod.
Unit 29804 Box 51
APO AE 09056
Telephone: 011-49-6359-808101

Gruenstadt Food Plant Prod.
Kirchheimer Str. 104
67269 Gruenstadt, Germany

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

AAFES Hawaii Retail Whse
Building 1728, Kuntz Ave.
Hickam AFB, HI 96853-5297

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

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

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

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

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

Okinawa Retail Whse
Bldg. 801, Camp Kinser
Okinawa, Japan

Section 14 – EEO POSTERS

EEO posters are available at the following Department of Labor websites:

DOL Poster Page

<http://www.dol.gov/osbp/sbrefa/poster/main.htm>

EEO Poster in English

http://www.dol.gov/ofccp/regs/compliance/posters/pdf/Supplement_English.pdf

EEO Poster in Spanish

<http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeosp.pdf>

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.

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

Social security number
or
Employer identification number

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.

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 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List 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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at 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

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

<p>Special Markings as directed on the AAFES order and Fragile, etc., as required.</p>	<p>TCN: HXRHAR-4070-5011xxx RDD 092 TP-3 HXYAA AAFES XE2 Honolulu HXRHAR Hawaii DC</p> <p>1 of 12 (if appropriate)</p>
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Appendix 1

Glossary of Acronyms

A

AAFES..... Army and Air Force Exchange Service
AB..... Air Base
ADC..... Atlanta Distribution Center
ADP..... Automated Data Processing
AFNAFPO Air Force Non-Appropriated Fund Purchasing Office
AFR..... Air Force Regulation
ANSI..... American National Standards Institute
AOR..... Area of Responsibility
APO..... Army/Air Force Postal Office
AR..... Army Regulation
ASBCA..... Armed Services Board of Contract Appeals
ATC..... AAFES Transportation Center

C

C..... Celsius
CAC..... Common Access Card
CC..... Consolidation Center
CENTCOM..... Central Command
CFR..... Code of Federal Regulations
CFS..... Container Freight Station
CGES..... Coast Guard Exchange System
CLIN..... Contract Line Item Number
CNIC..... Commander, Navy Installations Command
CONUS..... Continental United States
CPSC..... Consumer Product Safety Commission
CPSIA..... Consumer Product Safety Improvement Act
CRC..... Computer Reference Code
CS-FP..... Chief of Staff – Force Protection
CVS..... Contractor Verification System

D

DC..... Distribution Center
DDDC..... Dan Daniel Distribution Center
DFW..... Dallas-Fort Worth
DO..... Delivery Order
DoD..... Department of Defense
DODAAC..... Department of Defense Activity Address Code
DoDI..... Department of Defense Instruction
DOL..... Department of Labor
DOT..... Department of Transportation
DSS..... Data Security Standard

E

EDI..... Electronic Data Interchange
EEO..... Equal Employment Opportunity
EFT..... Electronic Funds Transfer
EOM..... End of Month
EPA..... Environmental Protection Agency
e-QIP..... Electronic Questionnaires for Investigations Processing
EU..... Europe

F

F Fahrenheit
 F&FR Fleet and Family Readiness
 FAR Federal Acquisition Regulation
 FCR Forwarders Cargo Receipt
 FDA Food and Drug Administration
 FDF Fashion Distribution Facility
 FLSA Fair Labor Standards Act
 FMWRC..... Family and Morale, Welfare, and Recreation Command
 FOB Free-on-Board
 FPO Fleet Post Office

G

GCC General Certificate of Conformity
 GM..... General Manager

H

HQ Headquarters
 HSPD Homeland Security Presidential Directive
 HTS Harmonized Tariff Schedule

I

IATA International Air Transport Association
 IAW..... In Accordance With
 ID..... Identification
 IMDG International Maritime Dangerous Goods
 INCO Terms International Commercial Terms
 IRS Internal Revenue Service

J

JPAS Joint Personnel Adjudication System

L

LG..... Logistics
 LP Loss Prevention Directorate
 LTL Less than Truckload

M

MCCS..... Marine Corps Community Services
 MFO Multinational Force and Observers
 MR..... Marine Corps Personal and Family Readiness Division
 MSDS Material Safety Data Sheet

N

NACI..... National Agency Check with Inquiries
 NAF Non-appropriated Fund
 NAFI Non-appropriated Fund Instrumentality
 NES Navy Exchange System
 NEXCOM..... Navy Exchange Command
 NMFC National Motor Freight Classification

O

OCONUS..... Outside Continental United States
 OPEI..... Outdoor Power Equipment Institute
 OPSEC..... Operational Security
 OSE Overseas Exchange

P

PCI Payment Card Industry
PO Purchase Order
PROX Proximo

Q

QA Quality Assurance

R

RA Return Authorization
RPS Roadway Package Service

S

SBM Services Business Manager
SD Sales Directorate
SF Standard Form
SPOT Synchronized Pre-Deployment and Operational Tracker System

T

TCN Transportation Control Number
TOFC Trailer on Flat Car
TSCA Toxic Substance Control Act

U

U.A.E. United Arab Emirates
U.L. Underwriters Laboratories, Inc.
U.S. United States
U.S.C. United States Code
UCC Uniform Code Council
UCS Uniform Communication Standard
UN United Nations
UNSPSC Universal Standards Products and Services Classification
UPC Universal Product Code
UPS United Parcel Service
USDA United States Department of Agriculture
USDC United States Department of Commerce
USPS United States Postal Service

V

VICS Voluntary Inter-Industry Communication Statement
VMF Vendor Master File

W

WCDC West Coast Distribution Center