

# Terms and Conditions

(for Expense, Supplies and Equipment Purchased by the Exchange)

**July 2017**

**OPR: PL-K**



**EXCHANGE**  
ARMY & AIR FORCE EXCHANGE SERVICE

# Terms and Conditions

July 2017

## 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 Exchange internet site, <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange," "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 April 2014 edition.

**Terms and Conditions**  
**(for Expense, Supplies and Equipment Purchased by the Exchange)**  
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## **Section 1 – GENERAL PROVISIONS**

### **1-1. LEGAL STATUS (SEP 08)**

The Army and Air Force Exchange Service (Exchange), 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. Exchange 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 the Exchange will reimburse the U.S. Government. Exchange 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 the Exchange.

### **1-2. AUTHORITY TO BIND (AUG 08)**

a. "Contracting Officer" means a person authorized by the Exchange Director/Chief Executive Officer (CEO) to execute and administer contracts, purchase orders or other agreements on behalf of the Exchange. 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 Exchange 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 1-2.a](#) above.

c. The Exchange 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. Claims based on such actions may be denied. Contractors should refer questions concerning the authority of other Exchange or government officials to the Contracting Officer.

### **1-3. EXAMINATION OF RECORDS (NOV 15)**

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 \$10,000.00.

### **1-4. PROCUREMENT INTEGRITY (APR 12)**

a. By submission of an offer or performance of this contract, the offeror or contractor certifies with respect to this Exchange purchase action:

(1) That no discussion, offer or promise of future employment or business opportunity has been or will be made to the Exchange civilian or military personnel who participated personally and substantially in the purchase action.

(2) That no offer, promise or gift of any gratuity, entertainment, money or other thing of value has been or will be made to any Exchange civilian or military personnel or any other employee of the United States Government or member of their family or household.

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

(4) That no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding 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. Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks or other things of value) were or will be solicited or accepted by the contractor or any person representing the contractor, from any subcontractor or person representing the subcontractor, for the purpose of obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.

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

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

#### **1-5. 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 the Exchange. All Contractor advertisements that refer to the Exchange or military exchanges will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the Exchange, the military exchange system or the U.S. Government.

#### **1-6. INDEMNIFY AND HOLD HARMLESS (FEB 16)**

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

(1) The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by contractor;

(2) Any loss, damage, or injury alleged or established to have arisen out of or in connection with items or services provided by contractor, unless such loss, damage, or injury was caused by or resulted solely from the acts or omissions of the Exchange, its agents, representatives or employees;

(3) Any loss, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the contractor.

b. The Exchange will give contractor notice and an opportunity to defend.

c. Notwithstanding anything else contrary here in, if contractor experiences a loss of individual customer personal information or data covered by any federal or state law, contractor shall indemnify and hold harmless the Exchange from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitations, costs of remediation efforts and reasonable attorneys' fees and costs arising from or relating to any action, claim or allegation of or with respect to that loss of customer personal information or data.

#### **1-7. ASSIGNMENT (APR 12)**

The Assignment of Claims Acts, 31 United States Code (U.S.C.) 3727 and 41 U.S.C. 15, are not applicable to amounts due under Exchange contracts. The Contractor may not assign its rights or delegate its obligations under this contract, and the Exchange will neither consent to, nor recognize, any purported assignment. The Contractor may request permission from the Contracting Officer to have contract payments forwarded to a third party. The Contractor may request that the contract be novated.

#### **1-8. CONTRACTOR PERSONNEL AND REPRESENTATIVES (JAN 17)**

a. This agreement does not create an employment or joint employer relationship between an employee of the Contractor and the Exchange. Contractor is the sole employer of its employees. Personnel employed by Contractor under this contract are not employees of the Exchange. The Exchange affirmatively disclaims control over the terms and working conditions of the Contractor's employees, including but not limited to the ability to hire, fire, discipline, train, set work hours, taxes, determine compensation and benefits, and exercising day-to-day supervision.

b. Contractor is responsible for compliance with labor, employment and tax laws, and will accept liability for breach of applicable labor, employment and tax laws and terms of this contract. In the event of a breach by Contractor related to this provision, Contractor agrees to indemnify the Exchange.

c. Contractor will discontinue using any individual in Exchange facilities upon contracting officer's written notice that the individual is not acceptable for performance under this contract. Contractor will not use any such person to perform other Exchange contracts or work in other Exchange facilities without the prior written consent of the contracting officer. These requirements are not requests by the Exchange for the termination of the individual's employment with Contractor, but a requirement only under the Contract not to use any such individual under this contract, other Exchange contracts or work in Exchange facilities without prior written consent.

d. Contractor personnel will abide by applicable laws, regulations and military command directives and conduct themselves so as not to reflect discredit on the Exchange.

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

#### **1-9. 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.



## **1-10. DISPUTES (APR 12)**

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 this paragraph.

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

d. For Contractor claims exceeding \$100,000.00, 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 the Exchange 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 60 days. If more time is necessary to investigate and process the claim, the Exchange will notify the Contractor. For Contractor claims that do not exceed \$100,000.00, no answer by the Contracting Officer within the designated timeframe is a denial of the claim. Such decision by the Contracting Officer shall be final and conclusive unless, within 30 calendar days from the date of Contractor's receipt of the final decision, the Contractor appeals the decision to the Armed Services Board of Contract Appeals (ASBCA).

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 decision.

h. Submission of false claims to the Exchange 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 the Exchange an amount equal to the unsupported part of the claim and all Exchange costs attributable to reviewing that part of the claim.

## **1-11. 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 (C.F.R.), Chapter 60, which are incorporated by reference.

b. Contracts or orders in the amount of \$10,000,000.00 or more will not be made unless the Contractor, and each first-tier Subcontractor which will receive a subcontract of \$10,000,000.00 or more, are found on the basis of a review to be in compliance with the Equal Employment Opportunity (EEO) regulations of the DOL.

- c. Additional information can be found on their website: <http://www.eeoc.gov/policy/index.html>.
- d. EEO posters are available at the following DOL websites:

**DOL Poster Page:**

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

**EEO Poster in Spanish:**

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

**EEO Poster in English:**

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

**1-12. 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 \$25,000.00 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, C.F.R., Part 60-250, which are incorporated herein by reference.

**1-13. AFFIRMATIVE ACTION FOR INDIVIDUALS WITH DISABILITIES (DEC 09)**

If the contract or the total of all orders issued during a calendar year equals or exceeds \$10,000.00 and are not otherwise exempt, the Contractor agrees to comply with the regulations of the Department of Labor (DOL) and the Affirmative Action clause as set out in Title 41, Code of Federal Regulations (C.F.R.), Part 60-741, which are incorporated herein by reference.

**1-14. CONVICT LABOR (SEP 91)**

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, 1985 (18 U.S.C. 4082[c][2]) and Executive Order 11755, December 29, 1973.

**1-15. 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 the Exchange 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 the Exchange's legal status as an instrumentality of the U.S. Government;
- b. Because of the Exchange's 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.

### **1-16. ROBINSON-PATMAN (JUN 96)**

a. The Exchange 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 the Exchange to offer prices favorable as or better than those offered to their other customers. The Act does not apply to sales to the Exchange or other elements of the U.S. Government. Contractors may legally offer the Exchange prices more favorable than they offer to other customers. Neither the offer by the Contractor nor the acceptance by the Exchange 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]).

### **1-17. TRADEMARKS (NOV 11)**

The Exchange is the holder of numerous trademarks including, but not limited to, Exchange™, PX® and BX™. All Exchange trademarks are designated by the ™ or the ® symbol, and are the exclusive property of the Exchange. Exchange trademarks may not be reproduced or used in any manner without the prior written consent of the Contracting Officer.

### **1-18. MAILING LISTS (AUG 92)**

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

### **1-19. ENVIRONMENTAL PROTECTION (AUG 09)**

a. This clause will apply to any contract in excess of \$100,000.00, and indefinite quantity contracts estimated to exceed \$100,000.00 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, [paragraphs 19.b.\(1\) through 19.b.\(4\)](#), in every nonexempt subcontract, and to take such actions the government may direct to enforce such provisions.

## **1-20. 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 the Exchange's acceptance of the items and is in addition to other warranties of additional scope given to 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 the Exchange 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:

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

## **1-21. 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.

## **1-22. INSPECTION/QUALITY ASSURANCE (MAR 94)**

a. The Contractor will maintain an in-process and end-item quality control program to ensure Exchange shipments do not include defective/nonconforming items. The Exchange 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. The Exchange may, at its option, inspect in accordance with any commercial or military inspection procedure and determine the acceptable quality levels used during the inspection. Exchange Quality Assurance (QA) sampling plans can be accessed at <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange," "Quality Assurance," "Inspection." They can also be obtained by calling 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](mailto:QAManagement@aafes.com)

Associated handling and freight costs incurred by the Exchange 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 [paragraph 22.c.\(1\)](#) 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 [paragraph 22.c](#) 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 [paragraph 1-22.d.\(1\)](#); or

(b) Revoke acceptance of items and proceed as in [paragraph 1-22.c](#) 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.

### **1-23. PRICES (FEB 12)**

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

b. In the event the Contractor subsequently extends special offers (e.g., vendor price reductions [VPRs], rebates, coupons) or other special terms to other customers, the Contractor is obligated to promptly extend them, under the same conditions and in writing, to the Contracting Officer. If the Contracting Officer accepts, the Contractor's obligation under [paragraph 1-23.a](#) and this paragraph will be to provide a net price as favorable as the terms (as set forth in [paragraph 1-23.a](#) and herein) extended to other customers.

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

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

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

### **1-24. 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 \$250.00 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 Exchange facility.

b. The Exchange 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 the Exchange 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, the Exchange 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, the Exchange 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 ([paragraph 1-24.d.\[1\]](#)), or if the Contracting Officer otherwise determines the item/lot is not readily saleable for other than scrap or salvage.

e. The Exchange 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 the Exchange for non-receipt will not be honored after this 90-day period.

#### **1-25. CONTRACTOR LIABILITY (FEB 10)**

In addition to the liabilities specifically provided for in other clauses, the Contractor will be liable as follows in the event the Contractor fails to fully and timely perform in accordance with all contract provisions:

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

b. 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.

#### **1-26. SURVEILLANCE (JUL 17)**

a. The Exchange may perform electronic or other types of surveillance in Exchange 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 Exchange facility and prosecuted in federal court for violations of law. 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.

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

#### **1-27. WITHHOLDING (DEC 07)**

**The Exchange may withhold payment for:**

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

b. Amounts otherwise due or creditable to the Exchange. 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, the Exchange 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.

#### **1-28. NON-WAIVER OF DEFAULTS (JUN 94)**

Any failure by the Exchange 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 the Exchange's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

#### **1-29. DEFAULTS (OCT 11)**

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, e.g., the obligation to provide disposition instructions, repair, or replace defective items.

(3) Make progress such that performance of the contract is endangered, provided the Contractor does not cure such failure 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 the Exchange 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 Exchange contracts.

### **1-30. RESTRICTIONS ON PURCHASES OF FOREIGN GOODS (MAR 12)**

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 restricted countries is available on the U.S. Department of Treasury webpage at <http://www.treasury.gov>. 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.

### **1-31. 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 the Exchange, demonstration diskettes, subscribed data bases, electronic mail, drawings, reports, 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 Exchange property.

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

### **1-32. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS**

By contracting with the Exchange, 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 the Exchange 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 the Exchange at U.S. work sites, inviting workers to make inquiries about the FLSA.

### **1-33. BUY AMERICAN ACT / TRADE AGREEMENT ACT (MAY 15)**

**Applicable to contracts/orders in excess of \$3,000.00.** The contractor shall comply with the requirements of 41 USC 10a et seq. which are incorporated by reference in this contract/order.

### **1-34. 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 December 31, 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).

### **1-35. CHOICE OF LAW AND FORUM (OCT 11)**

This contract shall be construed and interpreted in accordance with the Federal laws of the United States of America.

### **1-36. PRIVACY ACT (NOV 15)**

#### **a. The Contractor agrees to:**

(1) Comply with the Privacy Act of 1974 (the Act) and Department of Defense rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals that accomplish an agency function.

(2) Include this clause in all subcontracts which require the design, development or operation of a system of records.

b. In the event of violations of the Act, a civil action may be brought against the concession activity when the violation concerned the design, development, or operation of a system of records on individuals that accomplish an Exchange function. Criminal penalties also apply to the concession activity if it is accomplishing an Exchange function. For the purposes of applying the criminal penalties section of the Act, the contractor is considered to be an employee of the Exchange.

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, and that contains his/her name or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

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 of records under this contract is the system of records that is the result of information collected, compiled and/or utilized to build a customer database. Instruments used to collect information in written or electronic formats include, but are not limited to, application for services, verification of credit rating, customer inquiries or comments, data for invoicing current customers, change of address notification, information used for marketing purposes, etc.

g. Subcontracting and outsourcing customer data outside the Continental United States (OCONUS) is not allowed.

h. The Contractor will ensure that all personnel, to include the contractor, prior to handling Personally Identifiable Information (PII), receive Privacy Act training. Contractor may be asked to provide verification. Contractor shall not retain, use, memorize or otherwise collect information on the customer for use other than authorized by the Exchange. The Department of Defense provides Privacy Act training and a certificate free of charge at <http://iatraining.disa.mil/eta/piiv2/launchPage.htm>.

### **1-37. VENDOR COMPLIANCE PROGRAM (NOV 09)**

All shipments are subject to non-compliance charges identified in the Exchange Vendor Performance Program. Description of non-compliances and applicable charges can be found at the Exchange website, <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange," "Vendor Compliance," "Claims and Deductions."

### **1-38. GREEN CLAUSE (NOV 09)**

The Exchange 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.

### **1-39. PERFORMANCE (NOV 09)**

The Contractor will perform in accordance with all contract provisions. The Exchange 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.

### **1-40. COMBATING TRAFFICKING IN PERSONS (NOV 09)**

- a. **Definitions** – As used in this clause
  - (1) **Coercion**
    - (a) Threats of serious harm to or physical restraint against any person.
    - (b) 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.
    - (c) The abuse or threatened abuse of the legal process.

(d) 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:

(a) By threats of serious harm to, or physical restraint against, that person or another person.

(b) 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.

(c) 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:

(a) 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.

(b) The abuse or threatened abuse of the legal process.

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

(a) 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.

(b) 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 the Exchange 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:

(a) The U.S. Government's and the Exchange's zero tolerance policy described in [paragraph 1-41.b](#) of this clause.

(b) 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 41.b](#) 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 the Exchange, the Contractor's failure to comply with the requirements of [paragraphs 41.c, or 41.d](#) 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 the Exchange 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>.

#### **1-41. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 11)**

This clause is to provide guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Policy for Common Identification Standard for Contractors and Subcontractors when contract performance requires routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. As processes and procedures could change over time, go to <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange;" under "Important Documents," click on "Authorization to Enter Military Installations" for the most up-to-date instructions. Questions should be directed to the Executive Group, Force Protection (EG-FP) or your Contracting Officer.

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

(1) If the Contractor employee is to work at only one site, the Exchange's Contractors must follow local installation guidelines and directives concerning identification, access and security requirements. These guidelines may vary from one installation to another and it is the Contractor's responsibility to seek guidance concerning these issues from the Exchange Services Business Manager (SBM) or General Manager (GM).

(2) If the Contractor or their employees will access sensitive data or go to multiple DoD facilities or access to multiple non-DoD facilities on a recurring basis for a period of six months or more (CONUS or OCONUS), they must obtain a Common Access Card (CAC) and will be required to submit a clearance package to EG-FP, no less than 30 days in advance of needed access. Authorization must be received from EG-FP before Contractor can be issued a CAC card. CAC card will be issued after a thorough background check, which includes the completion of an FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM) or a DoD determined equivalent investigation. You will then be directed to the nearest military installation where the card can be obtained.

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

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

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

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

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

**1-42. 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](http://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:

- (1) Level 1: SEGMENT
- (2) Level 2: FAMILY
- (3) Level 3: CLASS
- (4) Level 4: COMMODITY
- (5) 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 Exchange 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 – the Exchange 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. The Exchange reserves the right to change or add item identifier format reporting, as required.

#### **1-43. USE OF CONTRACT BY OTHER FEDERAL ENTITIES (SEP 11)**

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:

(1) U.S. Army Installation Management Command (IMCOM), G9, Family and Morale, Welfare and Recreation (MWR) programs

(2) Air Force Non-appropriated Fund Purchasing Office (AFNAFPO)

(3) U.S. Marine Corps Personal and Family Readiness Division (MR) and Marine Corps Community Services (MCCS)

(4) Navy Exchange Command (NEXCOM) and Navy Exchange System (NES)

(5) Exchange Director/Chief Executive Officer (Dir/CEO), Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR)

(6) Coast Guard Exchange System (CGES)

(7) 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 point of contact (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.

#### **1-44. 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 the Exchange, where the Exchange 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 the Exchange electronically via the Exchange web-based document repository at least 10 days prior to the purchase order (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 the Exchange due to federal non-compliance issues. To register for the Exchange Document Repository, contact the Exchange Quality Assurance Management Team at: [QAQuestions@aafes.com](mailto:QAQuestions@aafes.com) or call 214-312-3411.

b. **Other products federally regulated by the Consumer Product Safety Commission (CPSC).** Suppliers providing imported or private label products to the Exchange (not including children's products), where the Exchange 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: <https://www.cpsc.gov/Business--Manufacturing/Business-Education>.

#### **1-45. CPSIA/FEDERAL REQUIREMENTS FOR OTHER SUPPLIERS (ALL PRODUCTS) (NOV 09)**

Federally regulated products provided to the Exchange 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 the Exchange meet federal regulations, industry standards and Exchange requirements for safety, quality and performance. While the Exchange does not require lab reports to be submitted, those documents must be maintained by the supplier for three years and be made available to the Exchange upon request in case of a regulatory inquiry. Exchange certifications must be emailed to the Exchange Quality Assurance Team at: [QAQuestions@aafes.com](mailto:QAQuestions@aafes.com).

#### **1-46. EXCHANGE'S ORACLE ADVANCED PROCUREMENT APPLICATION (OAPA) (SEP 10)**

a. Unless another clause within this contract states otherwise, most non-retail Exchange orders and agreements except food and beverage will be issued, received and processed through the OAPA. All Exchange suppliers are able to use this application at no charge. Access to this application requires a standard personal computer, an internet connection and an invitation to register for iSupplier. Since we have instituted OAPA, we need our suppliers to use this system to make the process work to its capability. Our non-retail product and service suppliers will use this application to receive POs, agreements, respond to Exchange Contracting Officer Requests for Information (RFI), Requests for Quotation (RFQ), Auctions and to communicate with Exchange Contracting Officers.

b. Suppliers will use iSupplier module to submit change requests and to input Advanced Shipping Notices (ASNs), so that Exchange personnel can monitor the progress of these orders.

c. You may contact the Strategic Planning and Partnerships Directorate, Procurement (PL-K) Help Desk for more information at [CPSupport@aafes.com](mailto:CPSupport@aafes.com) or speak to your Exchange Contracting Officer.

#### **1-47. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS (MAY 13)**

The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal department or agency, or upon receipt of a notice of proposed debarment from another Federal agency, during the performance of this contract.

#### **1-48. MODIFICATIONS AND ADDITIONS (MAY 04)**

Except, as otherwise provided in this Contract, all changes, modifications, additions, and deletions to this Contract will be made in writing.

#### **1-49. DRUG-FREE WORK PLACE (JUN 15)**

To the extent applicable, the Supplier will comply with the requirements of the Drug Free Workplace Act of 1988 (41 USC sec. 701, Pub. L. 100-690, as amended).

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

### **1A-1. TERMS AND CONDITIONS**

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

b. The Exchange may issue changes to these Terms and Conditions by updating the internet site. Contractors with current Exchange 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 the Exchange 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.

### **1A-2. EXCHANGE PRIVATE LABEL**

Items produced or furnished with packaging that bears the Exchange 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.

### **1A-3. RESERVED**

### **1A-4. RESERVED**

### **1A-5. RESERVED**

### **1A-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 Exchange Warranty clause. The Exchange will accept the Contractor's warranty provisions that are more favorable than the Exchange Warranty clause. The Contractor will furnish a copy of the warranty with each item.

#### **1A-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). The Exchange reserves the right to test concessionaire products on an unannounced basis. If a heavy metal leaching failure is found, the concessionaire agrees to reimburse the Exchange 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 the Exchange upon request by the Contracting Officer.

#### **1A-8. RESERVED**

#### **1A-9. LOGISTICAL SUPPORT**

The Contractor's technical representatives, performing services under the contract who qualify under provisions of 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 the Exchange, and the contract in no way guarantees that such support will necessarily be provided.

#### **1A-10. LOGO/ARTWORK/PROOF**

All Exchange-furnished artwork bearing the Exchange logo or trademark will remain Exchange property. The Exchange 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 Exchange-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.

#### **1A-11. RESERVED**

#### **1A-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 the Exchange.

#### **1A-13. RESERVED**

#### **1A-14. RESERVED**

#### **1A-15. RESERVED**

#### **1A-16. RESERVED**

#### **1A-17. RESERVED**

#### **1A-18. SEASONAL DECORATIONS**

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

#### **1A-19. SPECIFICATIONS/PURCHASE DESCRIPTIONS**

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

#### **1A-20. SPECIFICATIONS/PURCHASE DESCRIPTIONS**

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

#### **1A-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 the Exchange.

#### **1A-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.

#### **1A-23. RESERVED**

#### **1A-24. RESERVED**

#### **1A-25. RESERVED**

#### **1A-26. HAZARDOUS GOODS**

a. 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.

b. Mark all packages/cartons of hazardous/dangerous goods to meet U.S. Department of Transportation (DOT) and United Nations (UN) rules and regulations. Send the Contracting Officer a MSDS which contains the proper shipping name, class/division, UN number, packing group (when applicable) and the flash point (for Class 3 Dangerous Goods).

c. Packaging requirements can be found in the following regulations.

- (1) International Maritime Dangerous Goods (IMDG)
- (2) International Air Transport Association (IATA)
- (3) Code of Federal Regulations (C.F.R.), Title 49, Transportation

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

## **Section 2 – TAX AND DRAWBACK**

**2-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).

**2-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. The Exchange will execute required waiver(s) and certification(s) of export upon submission of documents covering claims.

### **2-T03. Duty Drawback**

a. Drawback is defined as the refund or remission, in whole or in part, of customs duty, fee or internal tax which was imposed on imported merchandise under 19 C.F.R. § 191.2(i).

b. The Exchange exports a large amount of product overseas in support of our global military community. As a result, the Exchange participates in the U.S. Customs Duty Drawback program to maximize our savings and support our global mission. The Exchange vendor partners play an important part in supporting our military community who provide imported goods that have been subject to the payment of customs duties. To have an effective program, vendors are required to provide a manufacturer contact as well as necessary documents to support a duty drawback claim. The required documents are as follows:

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

c. The Exchange values the relationships we have with our vendor partners and understands that import data and the information provided are sensitive. To provide confidentiality and security of vendor information, the Exchange uses a third party Duty Drawback Broker. Currently, the Exchange uses Comstock & Theakston as our drawback broker. Documentation may be submitted to Comstock and Theakston at the following address:

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

Any questions should be addressed to the Exchange Import Compliance Department at [ImportCompliance@aafes.com](mailto:ImportCompliance@aafes.com).

**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/](http://partners.aafes.com/vendor/). If Internet access is not available, fax your inquiry to 214-465-2900.

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

### 3-1. 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. Invoices must be sent via EDI 810. Once invoices are sent electronically, 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. The Exchange will return the invoice if it is dated earlier than the ship/delivery date or if it is improper for another reason.
  - (3) The delivery order (DO) number, vendor order number (VON) or PO number.
  - (4) The Exchange-assigned vendor ID (procurement number from POs).
  - (5) DO/PO line number, item description, Universal Product Code (UPC) and quantity shipped/delivered for each item.
  - (6) Line item cost for EDI transmissions.
  - (7) Currency code if other than U.S. dollars.
  - (8) Shipping, payment and discount terms; distribution allowance; special allowance, in dollars.
  - (9) Packing, palletizing and crating charges, if reimbursable. The Contractor must prepay the reimbursable charges. State “packing and crating charges” and add to the total cost of the invoice. If these charges cannot be included, then submit a separate packing, palletizing and crating invoice. The invoice must cross-reference the merchandise invoice and include the order number.
  - (10) Invoices for Exchange Catalog orders should be submitted within three days of shipment. Each PO must be invoiced separately using the 10-digit PO number.
- b. A correcting invoice or credit memo must be so marked; cross-reference the merchandise invoice and include the PO/DO number.
- c. 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.

d. **Improper invoices:**

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

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

**3-2. PAYMENT PROCEDURES**

**The Exchange makes payments to all suppliers via Financial EDI (FEDI). Only in rare and extenuating circumstances will the Exchange issue a check for payment.**

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

(1) The date the invoice is actually received by the designated paying office if, at the time of receipt, the Exchange 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 Exchange 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) The Exchange 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 Exchange 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 the date of receipt of an electronic fund transfer (EFT) (see [Section 4A](#)), no matter the date the financial institution posts the transfer, or the date withholding is initiated.



d. **Exchange 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. 499a(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:

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

(b) **Net 10 PROX** - Payment is due on the tenth day of the calendar month following the calendar month the Exchange 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. The Exchange will send payment to the Vendor Master File (VMF) address. If the Contractor wants to change the address where we should send payment or wants payment sent to a financial institution or factor, send a request, signed by a responsible official of the Contractor, to the Contracting Officer. The request must clearly state the new address and the address being superseded. The change is normally effective 30 days after approval by the Contracting Officer. The approval is with the understanding that no legal obligation is imposed on the Exchange for failure to make payment to the new payee/address. The Contractor may revoke such changes in a similar manner.

f. Invoice payment questions should be directed to the paying office designated in the order. The Contractor should wait at least 10 days after payment is due before contacting the paying office. Proof of delivery may be requested by the paying office for 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:

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

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

h. A discount for prompt payment can be taken by the Exchange 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.

### **3-3. 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 the Exchange. 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. The Exchange does not reimburse "insured" fees.

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

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

See [www.shopmyexchange.com](http://www.shopmyexchange.com), then click "Doing Business with the Exchange."

### **Section 4A – PAYMENT BY ELECTRONIC FUNDS TRANSFER (OCT 98)**

#### **4A-1. Method of payment**

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

b. If the Exchange is unable to release payment by EFT, the Contractor agrees to request the Exchange to extend the payment due date until such time as the Exchange can make payment by EFT.

**4A-2.** The Exchange 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 the Exchange, not less than 30 days prior to the effective date.

**4A-3.** If the Contractor's EFT information in the Exchange database is incorrect, the Exchange need not make payment to the Contractor under this contract until correct EFT information is entered into the Exchange database; and any invoice shall be deemed an improper invoice for the purpose of prompt payment under this contract.

**4A-4.** If the Contractor has identified multiple payment receiving points in the Exchange database and the Contractor has not notified the Exchange of the payment receiving point applicable to this contract, the Exchange shall make payment to the first payment receiving point listed in the Exchange database.

**4A-5.** The payment or disbursing office shall forward available payment information to the Contractor.

## Section 5 – LOGISTICS INFORMATION

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

### 5-1. PACKING

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

b. All vendor shipments must be packaged in Exchange order-designated case quantities. Vendors consolidating shipments into master cartons are not exempt from ensuring all inner pack cases are packaged according to the order and in designated order case quantities.

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

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

Maximum Size (L x W x H)	36" X 24" X 24"
Minimum Size (L x W x H)	9" X 9" X 4"
Maximum Weight	70 lbs.
Minimum Weight	3 lbs.

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

(2) **DISTRIBUTION CENTER NON-CONVEYABLE BOX.** The Exchange 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.

(a) **Protrusions** – Package has protrusions, plastic banding or metal banding on the outer packaging material.

(b) **Exceeds Case Size** – Dimensions are less than or greater than the conveyable case size requirement.

(c) **Wrong Package Structure** – Bags are not enclosed within a box.

(d) **Shape** – Containers are round or irregularly shaped.

(e) **Strapping** – Items are loosely strapped.

(f) **Hazardous** – Liquids hazardous to associates or conveyors if broken.

(g) **Weight** – Cartons weigh less than or greater than the conveyable case weight.

d. Multiple Exchange 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.

**5-2. 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:

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

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

b. Carton marking information can be printed directly on the corrugated carton or printed on labels and applied to the shipping carton. If stenciling is the only means to mark the cartons, then a minimum 1/4-inch lettering must be used. Exceptions would only pertain to bagged products or non-corrugated packaging (e.g., potting soil, bagged dog food, ladders, etc.). It is permissible to print all carton markings on the shipping label. Refer to [Exchange Standard Shipping Label Guidelines](#) in [paragraph 5-3](#).

**c. Hazardous Goods**

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

(2) Mark all packages/cartons of hazardous/dangerous goods to meet DOT and UN rules and regulations. Send the Contracting Officer a MSDS which contains the proper shipping name, class/division, UN number, packing group (when applicable) and the flash point (for Class 3 Dangerous Goods).

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

- IMDG - International Maritime Dangerous Goods
- IATA – International Air Transport Association
- C.F.R., Title 49, Transportation

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

**5-3. EXCHANGE STANDARD SHIPPING LABEL GUIDELINES** - Contractors are required to use a UCC label. The UCC 128 barcode is required along with the advanced shipping notification, preferably through EDI. The standard shipping label must contain the following information:

Zone A	<b>FROM</b> Good Time Supplier 1155 Battery St San Francisco, 94111	<b>TO</b> <b>AAFES Ft Jones Shoppette</b> <b>Bldg 4701</b> 5241 San Antonio Dr NE Albuquerque NM 87109	Zone B
Zone C	<b>SHIP TO POST</b>  (420) 87109		Zone D
Zone E/F	<b>CARRIER</b> <b>Best Freight</b> PRO: 2895769860 B/L: 853930		
	<b>PO: 0001234567</b> box 7 of 9		
Zone G	<b>FOR</b>  (91) 1040108	<b>fac#</b> <b>1040108</b>	Zone H
Zone I	<b>SSCC</b>  (00) 0 00521775138957172		

- Zone A** ..... Supplier's name and address
- Zone B** ..... Destination – where merchandise is being shipped to
- Zone C** ..... Barcode (zipcode from ship-to address) – this information is for the Carrier, as specified by transportation company moving shipment
- Zone D** ..... Carrier Name, tracking numbers (PRO#, Bill of Lading, Airway Bill [AWB], etc.)
- Zone E** ..... Exchange PO number – 10-digit numeric. Readable number required; barcode and department # optional.
- Zone F** ..... Exchange department number, if used, below PO number
- Zone G** ..... 7-digit facility number in barcode form
- Zone H** ..... Readable Exchange facility number – 7-digit numeric
- Zone I** ..... 18-digit serial shipping container code (SSCC) – with application ID "00"

**Note: Highlighted items denote mandatory information.**

- a. Items shipped by full pallet or slip-sheet quantities will require one designated shipping label placed on the upper right-hand corner (representing the entire pallet) of the unitized load.
- b. Items shipped as individual carton (floor-loaded) quantities and/or mixed on a pallet will require one designated shipping label placed on each carton of merchandise in the shipment.
- c. Palletted items or slip-sheet quantities, designed to be delivered intact, will not be broken down in-transit. To ensure these pallets maintain their integrity, place large labels or tags on all four sides stating: "DO NOT BREAK DOWN PALLET."

**5-4. LOADING/UNLOADING** - The Contractor will load all Exchange shipments at its own expense. The Exchange uses all modes of transportation; therefore, loading may involve commercial and/or Exchange equipment. The carrier may be required to unload at destination. Unloading charges for FOB destination POs are the vendor's responsibility.

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

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

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

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

(2) All shipments destined to foreign countries must meet requirements outlined in [5-9.c](#). CHEP pallets are not to be used for overseas shipments.

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

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

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

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

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

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

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

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

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

**Note: The same vendor stock/style number may be on the order, but listed as a different 7-digit Computer Reference Code (CRC) or 15-digit item number for individual case pack distribution to smaller retail stores.**

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

- (1) Pallet each item based on quantity predetermined by the Contracting Officer.
- (2) Stretch-wrap product to meet the guidelines in [paragraph 5-4.h](#).
- (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.

**5-6. HAZARDOUS ARTICLES** - Shipments of hazardous/dangerous articles must follow U.S. laws and regulations, international agreements and military or carrier rules. Exchange Logistics Export Routing can provide specific instructions for shipments destined overseas. Shipments for overseas locations routed through an Exchange-operated Consolidation Center (CC) or DC, or a military terminal, must be marked, packaged and documented for subsequent international shipment.

**5-7. DOCUMENTATION** - Bills of lading will be completed according to the rules of National Motor Freight/Uniform Freight Classification. Include the following on all bills of lading:

a. The Exchange 10-digit purchase order number, pieces, weight, cube and Transportation Management System (TMS) Shipper Reference Number and/or Oracle Transportation Management (OTM) Shipper Identification (ID) for each order, and if for export shipment, the Transportation Control Number (TCN). For shipments subject to density ratings, such as toys or plastic articles, show the density per cubic foot and total cubic feet. The actual weight of the shipment is the only weight to be shown. Call Logistics Directorate (LG) before shipping merchandise with less than 6 lb. per cubic foot density and a volume of more than 300 cubic feet.

b. Carrier delivery appointment required.

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

d. **FOB origin freight charges:**

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

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

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



(b) FOB origin FedEx Ground Service shipments must be collect. Refer to the Exchange website at <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange," "Logistics," for additional information.

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

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

- (a) Shipments that include more than one order will require more than one invoice. A separate packing slip, corresponding one-to-one for each invoice, is required.
- (b) Include the order number and contract line numbers on the packing slip or invoice copy. The packing slip must include an identifying number on the invoice for matching the invoice to the packing slip.
- (c) If shown on the order, include the facility name and building number on the packing slip.

**5-8. MOVEMENT INFORMATION** - The following provisions apply to CONUS shipments and CONUS-to-Overseas (see additional provisions in [paragraph 5-9](#)):

a. The Contractor must follow FOB origin routing as shown on the order. If an order is received without routing, or a deviation is required, contact LG CONUS Routing, [LGCONUSRouting@aafes.com](mailto:LGCONUSRouting@aafes.com). LG must authorize any deviation to the routing instruction before shipment is made. Unless otherwise directed, call for routing at least three days before the scheduled ship date. Small package carrier (U.S. mail, FedEx ground, etc.) shipments will **not** be accepted at an Exchange CC.

b. If the FOB terms are changed, the Contractor must contact LG CONUS Routing, [LGCONUSRouting@aafes.com](mailto:LGCONUSRouting@aafes.com), for routing instructions.

c. Vendors that have routing instructions that read "partners.aafes.com" are receiving routing instructions from the Exchange TMS. Vendors are required to go to the Exchange Partners website ([partners.aafes.com/vendor/](http://partners.aafes.com/vendor/)), release orders and follow routing instructions provided by the TMS. Orders cannot be released past the scheduled ship date and will require PO amendments from the Contracting Officer to change the ship date. Failure to follow TMS routing instructions may result in non-compliance charges for any excess freight charges incurred by the Exchange. Refer to the Exchange website at <http://www.shopmyexchange.com>; click on "Doing Business with the Exchange," "Vendor Compliance," for further information.

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

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

f. **Order Consolidation** - Consolidate FOB origin shipments to the same "Ship To" address on the same ship date on a single bill of lading. If the consolidated shipment is more than 5,000 lbs. or more than 700 cubic feet – or, if small parcel orders are consolidated and are more than 200 lbs. or more than 15 cubic feet, contact LG CONUS Routing, [LGCONUSRouting@aafes.com](mailto:LGCONUSRouting@aafes.com), to verify routing.

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

**5-9. SHIPPING TO OVERSEAS LOCATIONS** - In addition to provisions stated in [paragraph 5-8](#), the following will apply. The Exchange will charge the Contractor for failure to follow these instructions. These costs can include transportation, packaging, marking, handling and administrative expenses. The Contractor must follow FOB origin routing as shown on the order. If an order is received without routing, or a deviation is required, contact LG CONUS Routing, [LGCONUSRouting@aafes.com](mailto:LGCONUSRouting@aafes.com). The Exchange must authorize any deviation to the routing instruction before shipment is made. Unless otherwise directed, call for routing at least 14 days before the scheduled ship date.

a. **MARK** all cartons with the required UCC 128 labels which contain "MARK FOR" data.

b. **CONTAINER LOADING** - Regardless of FOB terms, the Exchange may require the Contractor to load ocean containers. The Contractor, when loading is complete, will provide container and seal numbers to Logistics Export Routing at least 3 days before sail date. ***The Contractor is responsible for meeting a vessel cutoff date/time provided by Logistics Export Routing. The Contractor must provide Logistics Export Routing notice 3 days prior to sail date if it cannot meet this obligation.*** In the event the Contractor does not provide prior notice to the Export team of a failure to meet vessel sail date, the Contractor will be assessed an administrative fee for late van and seal, which will equal an initial charge of \$150.00 for processing the paperwork. The Contractor will be charged \$150.00 after the first roll when given 48 hours notice before sail date. The Contractor will be charged a "no show" fee of \$250.00, if prior notice is not provided within 48 hours of sail date, for every container that does not make the sailing. Logistics Export Routing can be contacted at [zzlgExport@aafes.com](mailto:zzlgExport@aafes.com).

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

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

c. **PALLET AND WOOD PACKING MATERIALS FOR OVERSEAS** - Shipments on wood pallets and shipments containing wood packing materials destined overseas must comply with the International Standards for Phytosanitary Measures and all regulations found on the U.S. Department of Agriculture (USDA) website: <http://www.usda.gov/wps/portal/usda/usdahome>. CHEP pallets are not to be used for overseas shipments.

## **5-10. SPECIAL PROGRAMS (Crossdock/Vendor Managed Inventory)**

### **a. Crossdock Shipments**

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

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

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

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

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

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

b. **Vendor Managed Inventory** - FOB origin vendors that are participating in the Exchange VMI program should follow the Route Guide provided by HQ LG-T Negotiations and Compliance. Contact HQ LG-T Negotiations and Compliance at [zzlgneg@aafes.com](mailto:zzlgneg@aafes.com) if a Route Guide was not provided.

## 5-11. AIR SHIPMENTS

a. **Commercial.** Call the Exchange Logistics Transportation Customer Service Office (TCSO) for instructions.

b. **Military Airlift.** The Contractor must call 48 hours prior to delivery for air clearance. **Do not ship without clearance.** Logistics Distribution Center will give the contractor Military Airlift shipping labels and instructions. **Do not ship without Military Airlift labels.**

## 5-12. IMPORTS – SHIPPING FROM OVERSEAS LOCATIONS (see Section 2, 3 and 5A).

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

\*\*\* See [Figure 2](#) for samples of carton markings. \*\*\*

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 the routing shown on the order. If an order is received without routing, or a deviation is required, call HQ-LG. LG 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. **DIRECT IMPORTS**

(1) The Modernization Act of 1993 (Mod Act) places the legal responsibility on the importer for declaring value, classification and other information necessary to assess the correct duty rate applicable to entered merchandise. Furthermore, the Mod Act requires importers to use reasonable care to ensure Customs and Border Protection (CBP) is provided accurate and timely data, or be subject to civil and criminal penalties for negligent or fraudulent failure to comply with Customs requirements. The Exchange imports goods purchased from our vendor partners from all over the world. As such, the Exchange takes its shared responsibility of reasonable care and compliance with all U.S. laws and regulations seriously.

**(2) Import Documentation**

(a) Pursuant to 19 C.F.R. § 141.0a, the term “entry” means the documentation required by CBP has been filed to secure the release of imported merchandise. The proper documentation that is required by CBP is listed under 19 C.F.R. § 142.3, which states that the entry documentation required to secure release of merchandise shall consist of the following:

- 1) Entry (Exchange provided).
- 2) Bill of Lading or Airway Bill (vendor provided).
- 3) Commercial Invoice (vendor provided).
- 4) Packing List (vendor provided).
- 5) Country of Origin Declaration (vendor provided).

6) Other documents which may be required by Customs or other Federal, State or local agencies for a particular shipment (Toxic Substance Control Act Certification, Trademark Certificate, Textile Declaration, Textile Export Visa, Country of Origin Declaration, Federal Communications Commission [FCC], FDA, Manufacturer Affidavit, etc.) (vendor provided).

7) Identification of the ultimate consignee (name, street and identification number) (vendor provided).

(b) In order to maintain a high level of compliance and continued vendor support, the Exchange maintains the right to charge back to vendors for missing or incomplete documentation.

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

(d) Turn over all documentation to the Exchange Consolidator. The Exchange has a “no documentation, no ship” policy.

**(3) The Exchange Customs Commercial Invoice Requirements:**

(a) CBP has specific requirements for invoices. Pursuant to 19 C.F.R. § 141.86(a), each invoice of imported merchandise shall set forth the following information:

- 1) Complete name and address for all manufacturers.
- 2) Port of entry to which the merchandise is destined.
- 3) Ship date and origin of shipment, as well as consignee.
- 4) Exchange 10-digit PO number.
- 5) Each item must be identified by the CRC/item number and provide a complete description, to include the Harmonized Tariff Schedule of the United States (HTSUS) number.
- 6) Quantities in weights and measures, to include net and gross weight of each item.
- 7) Cost price to the Exchange, to include currency information.
- 8) All charges upon the merchandise itemized by name and amount.

- 9) Terms of purchase (such as FOB).
- 10) Country of origin – must agree with the markings on the items.
- 11) Invoice and all paperwork must be in English.

(b) Above are the minimum requirements for the commercial invoice.

(c) Only HTS codes provided by the Exchange will be accepted on the commercial invoice. If the vendor is not sure what HTS code to use, they should refer to the Exchange PO.

(d) First sale values on invoices, which are the price of the goods from the manufacturer to the vendor or middleman, are not acceptable on the Exchange import documentation. Only manufacturers that have partnered with the Exchange in our First Sale Program are allowed to state the first sale pricing on invoices.

(e) Items that are 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 total to the total cost of the items to the Exchange.

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

(g) The Exchange will charge vendors per the Vendor Compliance charge back program (reference [Vendor Compliance Document \[VCD\] 7-9](#) on the Exchange internet at <http://www.shopmyexchange.com/>; click on “Doing Business with the Exchange,” “Vendor Compliance”). This program is intended to recoup the expenses violations cause, as well as demurrage or actual expenses related to paperwork violations.

(h) Any questions regarding invoicing customs requirements should be addressed to Exchange Import Compliance at [ImportCompliance@aafes.com](mailto:ImportCompliance@aafes.com).

#### **(4) Importer Security Filing Requirements (10 + 2)**

(a) Pursuant to Section 203 of the SAFE Port Act and beginning on January 26, 2009, CBP implemented Importer Security Filing (ISF), commonly referred to as “10 + 2,” which requires cargo information to be transmitted to CBP at least 48 hours before goods are loaded onto an ocean vessel for shipment to the U.S., for security purposes.

(b) The ten data elements are as follows:

- 1) Manufacturer (or supplier) name and address (vendor provided).
- 2) Seller (or owner) name and address (vendor provided).
- 3) Buyer (or owner) name and address (Exchange provided).
- 4) Ship-to name and address (Exchange provided).
- 5) Container stuffing location (vendor provided for factory loads).
- 6) Consolidator (stuffer) name and address (Exchange provided).
- 7) Importer of record number (Exchange provided).
- 8) Consignee number(s) (Exchange provided).

9) Country of Origin (vendor provided).

10) Commodity HTSUS number (either provided by the vendor or by the Exchange on the PO).

(c) Two additional data elements must be submitted as early as possible, but no later than 24 hours prior to the ship's arrival at a U.S. port:

1) Vessel stow plan (Exchange provided).

2) Container status message (Exchange provided).

(d) Failure to provide required data elements at time of booking with the Exchange import provider indicated on the PO, in the format specified, could result in the Exchange being fined by CBP. In the event the Exchange receives a fine and/or liquidated damages due to vendor failure to provide the required data elements, the Exchange will recoup those fines (up to \$5,000.00 per PO shipped) and/or liquidated damages from our payment to the vendor. Additional deductions may be taken for late deliveries, demurrage and other expenses incurred due to failure to comply with the import security filing requirements.

(e) If you have any questions, please contact the Exchange Imports Office at [zzlgimports@aafes.com](mailto:zzlgimports@aafes.com).

#### **(5) Booking Compliance**

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

(b) The Exchange 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 Exchange Logistics Import Office at [lqimports@aafes.com](mailto:lqimports@aafes.com).

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

**5A-GO0. Pallet Shipments** - The type of pallet pattern varies. Vendor NON-BULK shipments to all DCs will be on pallet type in GO5. Vendors will use pallet type GO7 for BULK shipments to DCs. BULK pallets (GO7) are used when a case exceeds 50 pounds, 36 inches in length, 23 inches in width and 3 inches in height.

### **5A-GO1. RESERVED**

**5A-GO2.** Mark **Aerosol** in bold lettering, not less than 7/16" high, on all shipping containers with aerosol dispensers.

**5A-GO3.** Partial shipments are authorized.

**5A-GO4.** Inspection will be at Contractor or Subcontractor facility. The Contractor will provide, at no cost to the Exchange, 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.

**5A-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.

### **5A-GO6. RESERVED**

**5A-GO7.** Use a 48" x 40" pallet for bulk storage. Maximum height will not exceed 60". No product overhang is permitted. Wrap each pallet using one of the following methods: stretch film, shrink film or top-capped strapped four ways. Stretch film is preferred. If using the top-capped method, we prefer plastic strapping.

## **Section 6 – RESERVED**

## **Section 7 – RESERVED**

## **Section 8 – RESERVED**

## **Section 9 – FOOD AND BEVERAGE**

### **9-FO1. FOOD PROCESSING AND SANITATION**

a. **Food Source:** All foods (including ice) sold under this contract must be processed/packaged in production plants or facilities that meet the sanitary standards prescribed in the current version of [Military Standard \(MIL-STD\) 3006](#), [DoD Standard Practice, Sanitation Requirements for Food Establishments](#); [Army Regulation \(AR\) 40-657, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service](#); and [Air Force Instruction \(AFI\) 48-116, Food Safety Program](#).

**Note: Food source changes or additions during the contract period must be approved by the contracting officer prior to accepting deliveries or offering the items for sale.**

Inspections will be performed by the Exchange Receiving Agent or installation health authorities. If delivery container is inspected at a location other than the Exchange, then the delivery invoice will be stamped or marked by food inspection personnel (and Security Forces if opened due to Force Protection inspections) as evidence that an authorized inspection was accomplished and products meet contract requirements. Foods determined to be unwholesome, of poor quality, from non-approved food sources, and/or delivered in unsanitary vehicles will not be permitted to be sold under this contract.

b. All items offered for sale will comply with industry accepted food safety and shelf life limitations in addition to those deemed necessary by the installation health authority (Preventive Medicine [PM]/Public Health[PH]/Food Inspectors[FII]).

c. Contractor must stay abreast of current FDA product recalls and ensure appropriate action is taken to remove affected items from sale and comply with disposition instructions.

d. Contractor must contact the installation Health Authority Office (Army PM and Army Vet Offices or Air Force PH Office) prior to initial delivery on this contract to confirm that food items comply with military Approved Source requirements and to establish necessary inspection point and procedures. Mobile snack truck concessionaires must provide the Exchange and installation health authorities a current schedule of delivery routes/stops for each unit operating on the installation. *In the event of an identified threat to the installation, or a heightened Force Protection/Homeland Security Threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risk and enable direct delivery to Exchange facilities/customers prior to making deliveries to other customers outside the installation.*

e. Contractor is required to take all measures necessary to provide safe and unadulterated products. At a minimum, the supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and, if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by (to include, but not limited to) the Exchange receiving agent, Contracting Officer's Representative, Post Veterinarian, and/or Law Enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead, to product contamination, adulteration, constitute a health hazard; the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, it is incumbent upon the contractor to ensure all products and/or packaging have not been tampered with or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request.



f. Food sales areas must comply with current Federal, FDA, DoD, local, and state food safety and Force Protection requirements. These include, but are not limited to, the current version of [Tri-Service Food Code \(TSFC\)](#), [AFI 48-116](#). Contractors will conduct appropriate background checks and training for drivers delivering to a military installation and ensure every effort is made to protect food from intentional or accidental contamination during transportation and sale. Sales areas are subject to routine and special medical inspections without notice. Unsatisfactory rating by local health officials will be reported to the GM immediately by the concessionaire.

g. The contractor will allow installation health authorities access to the facility during all hours of operation for the purpose of conducting food safety compliance inspections and vulnerability assessments. Contractor will comply with requests by health authorities for samples of manufactured items. Copies of all unsatisfactory inspection reports must be forwarded to the SBM within 24 hours of receipt of the report.

h. All plant facilities, machinery, equipment, and apparatus used in the production, processing, handling, storage, or delivery of items under this contract and all items delivered under this contract will meet the sanitary standards prescribed in the current edition of [MIL-STD-3006](#), [AR 40-657](#), and [AFI 48-116](#).

i. Thermometers required for immersion into food or cooking media will be of metal stem-type construction, numerically scaled, and accurate to plus or minus 2° Fahrenheit (F).

#### **9-FO2. CONCESSIONAIRE VEHICLES**

a. All trucks used by the concessionaire in performance of the contract will be identified by lettering, stating concessionaire's name. In areas where Mobile Snack Vehicles are used, these vehicles will also display a placard or sign, when they are ON installation only, indicating that they are Exchange Concessionaires along with a phone number for the Exchange point of contact. When these vehicles will be used OFF installation, the placard or sign will be removed prior to leaving the installation. Vehicles will comply with all state, local and military standards for vehicle inspection and registration.

b. Vehicles or conveyances used in the transportation of items called for in this contract will be clean, closed vehicles conforming to high standards of commercial transportation, equipped to protect against contamination of the product and maintain food at the required storage temperature during shipment and sale (such as Mobile Snack Vehicles). Non-perishable foods will be shipped under 70°F (21.1° Celsius [C]). Chilled items must be shipped and stored at 32°F to 41°F (0°C to 5°C); frozen items will be maintained at 0°F (-17.7°C) or lower. Delivery vehicles must meet military sanitation standards and will be subject to sanitation inspections by installation medical representatives.

#### **9-FO3. EMPLOYEES**

a. Contractor employees will wear clean uniforms, maintain a high degree of personal cleanliness, and conform to hygienic practices outlined in current version of the [TSFC](#).

b. Contractor must comply with applicable state and military medical examination requirements (pre-employment and periodic) for all food handlers. Examinations may be required by the installation medical authority; therefore, the contractor must contact the installation health authority prior to commencing with the operation.

c. Contractor will make a daily visual inspection of all food employees for obvious signs of illness, skin disease, infected cuts, or boils prior to starting work.

d. All personnel involved in food handling procedures and sales will comply with the **TSFC** and military employee health standards. Concessionaire will ensure that employees displaying signs/symptoms such as vomiting, diarrhea, jaundice, sore throat with fever, nasal discharge, or lesions that are draining pus are restricted to activities that do not involve contact with food **and/or** are excluded from work, IAW current **TSFC** requirements. Employees must have a physician's release certifying they are not communicable before resuming work.

e. It is each employee's responsibility to inform his/her supervisor of any potential health hazard, to include the symptoms listed above in **paragraph 9-FO3.d** above. Also to be reported is the occurrence among members of the employee's household of Norovirus, Salmonella, shigella, E. Coli 0157:H7, Hepatitis A, or other such food borne illnesses, as outlined in current version of the **TSFC**. Employees must have a physician's release certifying they are not communicable before resuming work.

f. The person in charge (manager on duty) must demonstrate knowledge by being a food protection manager that is certified through a food protection manager certification examination process, evaluated and listed by a Conference for Food Protection-recognized accrediting agency as conforming to the Conference for Food Protection Standards for Accreditation of Food Protection Manager Certification Programs. A list of American National Standards Institute (ANSI)-CEO accredited programs is available through the ANSI website (<http://www.foodprotect.org/food-protection-manager-certification/>). Certificates need to be maintained at the food concept.

**9-FO4. BIOTERRORISM** - Contractor will ensure 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 IAW FDA Bioterrorism Act, 2002, conducting appropriate background checks on drivers delivering to military installations, and ensuring every effort is made to protect food from intentional or accidental contamination during storage or shipment.

**9-FO5. IMPORT/EXPORT CERTIFICATION REQUIREMENTS** - If importing/exporting food items, 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 website (<http://www.fsis.usda.gov>).

**9-FO6. APPROVED SOURCES** - All deliveries of food items of animal origin and/or classed as perishable (not shelf stable at ambient temperatures) will be inspected for compliance with contract requirements, and must be from approved sources listed in the DoD Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement maintained by the U.S. Army Public Health Center (<https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>). Inspections will be performed by the Exchange Receiving Agent or installation health authorities. If delivery container is inspected at a location other than the Exchange, then the delivery invoice will be stamped or marked by food inspection personnel (and Security Forces if opened due to Force Protection inspections) as evidence that an authorized inspection was accomplished and products meet contract requirements. Foods determined to be unwholesome, of poor quality, from non-approved food sources, and/or delivered in unsanitary vehicles will not be permitted to be sold under this contract.

**9-FO7. The following is guidance on how health certificates should be handled for less than container load shipments as well as vendor source loaded container shipments:**

**a. For Less than Container Load Shipments into Exchange Consolidation Centers**

(1) **Pacific Rim (PACRIM) (to include Okinawa, Korea, Japan)** – A copy of the corresponding health certificate must accompany the shipment in transit to the KPAC CC located in Wilmington, California. Health certificates should be placed in a specially marked envelope with clear instructions to be hand-delivered to the CC upon delivery. Health certificates will be consolidated by container and forwarded to the destinations by the CC.

(2) **Europe, Honduras and Puerto Rico** – For less than container load shipments destined to Europe that will be shipped through the Military Distribution of Virginia (MDV) CC in Norfolk, Virginia, health certificates will not be required, as the Exchange has contracted through the CC to prepare the health certificates on your behalf.

**b. For Vendor Source Loaded Container Shipments – Vendors must note the importance of providing accurate and complete health certificates, in a timely manner. Vendors that do not complete health certificates accurately or in a timely manner will be responsible for the following charges:**

- Open container inspections triggered by delayed health certificates can cost up to \$1000.00 per container.
- Container demurrage can vary between steamship lines and overseas ports. Prices range between \$90.00 and \$130.00 per day, effective the day the container arrives in country without health certificates.
- Disposal charges assessed by the steamship line or ports for unloading, sorting, segregating, inspecting, disposing, cost of goods and transportation of items for disposal that are deemed unacceptable due to incorrect or lacking health certificates.
- Vendor to overseas DC perishable commercial airlift to restock overseas locations on items that are critically low in stock attributed to incorrect, incomplete or missing health certificates. The Exchange may provide this service to the vendor, utilizing their tendered commercial carrier partner for full reimbursement of all costs.

(1) **PACRIM Destined Vendor Source Loaded Containers (to include Okinawa, Korea, Japan)** – Vendors will be required to send health certificates directly to the final destinations, as outlined below, immediately after shipping the container, utilizing an international courier of their choice (DHL, FedEx or UPS).

**(a) For Shipments to Okinawa (HX9NAW), health certificates should be mailed to:**

**Military Address:**

AAFES Okinawa DC  
Unit 35163  
APO, AP 96378-5163

**Commercial Address**

Okinawa Distribution Center  
Army & Air Force Exchange Service  
Bldg #801, Camp Kinser  
Urasoe City, Okinawa  
Japan 901-2133  
POC: 81-6117-37-2728

(b) **For Shipments to Korea (HX9KAW), health certificates should be mailed to:**

Gate #2, Camp Market AAFES-KODC  
#294-14, Sankok 3-Dong, Bupyong-Ku  
Inchon, Korea 403-023  
POC: 82-32-520-6519/6440

(c) **For Shipments to Japan (HX9JAW), health certificates should be mailed to:**

**Military Address:**

AAFES Japan DC  
Bldg 4084  
Yokota Air Base, Japan 19700  
POC: 9011-81-04255511, ext 53714

(2) **Europe Destined Vendor Source Loaded Containers** – Vendors will be required to send health certificates directly to the final destinations, as outlined below, immediately after shipping the container, utilizing an international courier of their choice (DHL, FedEx or UPS).

(a) **For Shipments to Germany (Gruenstadt HX8AEW), health certificates should be mailed to:**

SDDC 838<sup>th</sup> Trans BN (SDDC) Benelux Detachment  
ATTN: Cargo Control  
Van Ghentkazerne  
Toepad 120  
3063 NJ Rotterdam  
The Netherlands

(b) **The 9060-5 forms to:**

AAFES Europe Gruenstadt  
ATTN: Michael Mayer  
Kirchheimer Str. 104  
67269 Gruenstadt, Germany  
POC: 49-6359-808173

**9-FO8.** Contractors will ensure 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 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.

**9-FO9.** Europe wine procurement must be in accordance with Europe (EU) labeling regulations. New EU wine labeling regulations, as of January 1, 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.

**9-FO10.** The Exchange 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***

**10-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 the Exchange as they are issued.

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

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

**10-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.

**10-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.

**10-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)**

<b>Accounts Payable</b> (see Section 3). If Internet access is not available, fax your inquiry to: .....	214-465-2900
<b>Exchange Logistics Customer Service Office</b> .....	800-234-1204
<b>Exchange Logistics Routing</b>	
<b>CONUS</b> .....	214-312-2213/3123
<b>Export</b> .....	214-312-2915/4120
<b>Electronic Data Interchange Support Staff</b> .....	214-312-4042
<b>Exchange Mail Order Catalog Vendor Drop Ship Unit</b> .....	214-312-3827
<b>Exchange Mail Order Catalog</b> .....	Fax: 214-312-3775
For questions about day-to-day operations .....	214-312-2945
<b>Exchange Hotline</b> – contact to report Fraud, Waste and Abuse .....	800-527-6789
Exchange Hotline FAX .....	Fax: 214-312-3728
Exchange Hotline email address .....	<a href="mailto:hotline@aafes.com">hotline@aafes.com</a>
<b>Uniform Code Council, Inc. UPC Codes</b> .....	800-543-8137

**DISTRIBUTION CENTER ADDRESSES AND TELEPHONE NUMBERS**

<b>Dan Daniel DC</b> .....	Customer Service .....	757-888-2867
	Carrier Appointment Scheduling .....	757-888-2846
<u>Ship to:</u> 231 Enterprise Drive Newport News, VA 23603-0666	<u>Mail to:</u> Same as "Ship to"	
<hr/>		
<b>Waco DC</b> .....	Customer Service .....	254-666-8505
	Carrier Appointment Scheduling .....	254-666-8540
<u>Ship to:</u> 1801 Exchange Parkway Waco, TX 76712	<u>Mail to:</u> Same as "Ship to"	
<hr/>		
<b>West Coast DC</b> .....	Customer Service .....	209-234-3742
	Carrier Appointment Scheduling .....	209-234-3722
	Carrier Appointment Scheduling .....	fax 209-234-3731
<u>Ship to:</u> Building 550, 700 East Roth Road Sharpe Army Depot French Camp, CA 95231	<u>Mail to:</u> Same as "Ship to"	
<hr/>		
<b>Fashion Distribution Facility (FDF)</b> .....	Customer Service .....	757-888-2867
	Carrier Appointment Scheduling .....	757-888-2906
<u>Ship to:</u> 233 Enterprise Drive Newport News, VA 23603	<u>Mail to:</u> Same as "Ship to"	

**Section 13A -  
OVERSEAS TELEPHONE LIST and DISTRIBUTION CENTER ADDRESSES**

MAIL TO	SHIP TO (OVERSEAS CONTRACTORS ONLY)
<b>Germersheim Distribution Center</b> Lingenfelderstr, Bldg. 7522 Germersheim, Germany 76726 <u>Telephone:</u> 0727-49-472-305	Germersheim Distribution Center Unit 30001 APO AE 09095-0301
<b>Gruenstadt Food Plant Prod.</b> Unit 29804 Box 51 APO AE 09056 <u>Telephone:</u> 011-49-6359-808101	Gruenstadt Food Plant Prod. Kirchheimer Str. 104 67269 Gruenstadt, Germany
<b>Exchange Hawaii Retail Whse</b> Building 1728, Kuntz Ave. Hickam AFB, HI 96853-5297 <u>Telephone:</u> 808-422-6122	Exchange Hawaii Retail Whse Building 1728, Kuntz Ave. Hickam AFB, HI 96853-5297
<b>Japan Distribution Center</b> Unit 5203 APO AP 96328-5203 <u>Telephone:</u> 011-81-425-52-2511, ext. 3714	Japan Distribution Center Bldg. 4084, Yokota Air Base Yokota Air Base, Japan
<b>Korea Central Retail Whse</b> Unit 15500 (Camp Market) APO AP 96284-0566 <u>Telephone:</u> 011-82-32-520-6521	Korea Central Retail Whse Bldg T-1715, Camp Market Depot Bupyong-Ku, Inchon, Korea
<b>Okinawa Retail Whse</b> Unit 35163 APO AP 96378-5163 <u>Telephone:</u> 011-81-98-892-5111	Okinawa Retail Whse Bldg. 801, Camp Kinser Okinawa, Japan

**Section 14 – EEO POSTERS**

14-1. 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/OFCCP\\_EEO\\_Supplement\\_Final\\_JRF\\_Q\\_A\\_508c.pdf](http://www.dol.gov/ofccp/regs/compliance/posters/pdf/OFCCP_EEO_Supplement_Final_JRF_Q_A_508c.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.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
						-					

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Terms and Conditions

### Figure 1

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

**Terms and Conditions**

**Figure 1**

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit [IRS.gov](http://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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## 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*

ACRONYM	DEFINITION
<b>A</b>	
<b>AAFES</b>	Army and Air Force Exchange Service
<b>AB</b>	Air Base
<b>ADP</b>	Automated Data Processing
<b>AFI</b>	Air Force Instruction
<b>AFNAFPO</b>	Air Force Non-Appropriated Fund Purchasing Office
<b>AFR</b>	Air Force Regulation
<b>ANSI</b>	American National Standards Institute
<b>AOR</b>	Area of Responsibility
<b>APO</b>	Army/Air Force Postal Office
<b>AR</b>	Army Regulation
<b>ASBCA</b>	Armed Services Board of Contract Appeals
<b>ASN</b>	Advanced Shipping Notice
<b>AWB</b>	Airway Bill
<b>B</b>	
<b>BN</b>	Battalion
<b>C</b>	
<b>C</b>	Celsius
<b>CAC</b>	Common Access Card
<b>CBP</b>	Customs and Border Protection
<b>CC</b>	Consolidation Center
<b>CENTCOM</b>	Central Command
<b>C.F.R.</b>	Code of Federal Regulations
<b>CFS</b>	Container Freight Station
<b>CGES</b>	Coast Guard Exchange System
<b>CLIN</b>	Contract Line Item Number
<b>CNIC</b>	Commander, Navy Installations Command
<b>CONUS</b>	Continental United States
<b>CPSC</b>	Consumer Product Safety Commission
<b>CPSIA</b>	Consumer Product Safety Improvement Act
<b>CRC</b>	Computer Reference Code
<b>CVS</b>	Contractor Verification System
<b>D</b>	
<b>DC</b>	Distribution Center
<b>DFW</b>	Dallas-Fort Worth
<b>Dir/CEO</b>	Director/Chief Executive Officer
<b>DO</b>	Delivery Order

ACRONYM	DEFINITION
<b>D</b> <i>continued</i>	
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
<b>E</b>	
EDI	Electronic Data Interchange
EEO	Equal Employment Opportunity
EFT	Electronic Fund Transfer
EG	Executive Group
EG-FP	Executive Group – Force Protection
EOM	End of Month
EPA	Environmental Protection Agency
e-QIP	Electronic Questionnaires for Investigations Processing
EU	Europe
<b>F</b>	
F	Fahrenheit
F&FR	Fleet and Family Readiness
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FCR	Forwarders Cargo Receipt
FDA	Food and Drug Administration
FDf	Fashion Distribution Facility
FEDI	Financial Electronic Data Interchange
FI	Food Inspector
FLSA	Fair Labor Standards Act
FOB	Free-on-Board
FPO	Fleet Post Office
<b>G</b>	
GCC	General Certificate of Conformity
GM	General Manager
<b>H</b>	
HQ	Headquarters
HSPD	Homeland Security Presidential Directive
HTS	Harmonized Tariff Schedule
HTSUS	Harmonized Tariff Schedule of the United States
<b>I</b>	
IATA	International Air Transport Association
IAW	In Accordance With

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>I</b> <i>continued</i>	
<b>ID</b>	Identification
<b>IMCOM</b>	(U.S. Army) Installation Management Command
<b>IMDG</b>	International Maritime Dangerous Goods
<b>IMPO</b>	Inventory Management Purchase Order
<b>INCO Terms</b>	International Commercial Terms
<b>IRS</b>	Internal Revenue Service
<b>ISF</b>	Importer Security Filing
<b>IT</b>	Information Technology Directorate
<b>J</b>	
<b>JPAS</b>	Joint Personnel Adjudication System
<b>K</b>	
<b>KODC</b>	Korea Distribution Center
<b>L</b>	
<b>LG</b>	Logistics Directorate
<b>LP</b>	Loss Prevention Directorate
<b>LTL</b>	Less Than Truckload
<b>M</b>	
<b>MCCS</b>	Marine Corps Community Services
<b>MDV</b>	Military Distribution of Virginia
<b>MFO</b>	Multinational Force and Observers
<b>MIL-STD</b>	Military Standard
<b>Mod Act</b>	Modernization Act of 1993
<b>MR</b>	Marine Corps Personal and Family Readiness Division
<b>MSDS</b>	Material Safety Data Sheet
<b>MWR</b>	Morale, Welfare and Recreation
<b>N</b>	
<b>NACI</b>	National Agency Check with Inquiries
<b>NAF</b>	Non-appropriated Fund
<b>NAFI</b>	Non-appropriated Fund Instrumentality
<b>NES</b>	Navy Exchange System
<b>NEXCOM</b>	Navy Exchange Command
<b>NMFC</b>	National Motor Freight Classification
<b>O</b>	
<b>OAPA</b>	Oracle Advanced Procurement Application
<b>OCONUS</b>	Outside Continental United States
<b>OPEI</b>	Outdoor Power Equipment Institute
<b>OPM</b>	Office of Personnel Management
<b>OPSEC</b>	Operational Security
<b>OSE</b>	Overseas Exchange
<b>OTM</b>	Oracle Transportation Management

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>P</b>	
<b>PACRIM</b>	Pacific Rim
<b>PH</b>	Public Health
<b>PL-K</b>	Strategic Planning and Partnerships - Procurement
<b>PM</b>	Preventive Medicine
<b>PO</b>	Purchase Order
<b>POC</b>	Point of Contact
<b>PROX</b>	Proximo
<b>Q</b>	
<b>QA</b>	Quality Assurance
<b>R</b>	
<b>RA</b>	Return Authorization
<b>RFI</b>	Request for Information
<b>RFQ</b>	Request for Quotation
<b>RPS</b>	Roadway Package Service
<b>S</b>	
<b>SBM</b>	Services Business Manager
<b>SDDC</b>	Surface Deployment and Distribution Command
<b>SF</b>	Standard Form
<b>SPOT</b>	Synchronized Pre-Deployment and Operational Tracker System
<b>SSCC</b>	Serial Shipping Container Code
<b>T</b>	
<b>TB MED</b>	Technical Bulletin (Medical)
<b>TCN</b>	Transportation Control Number
<b>TCSO</b>	Transportation Customer Service Office
<b>TMS</b>	Transportation Management System
<b>TOFC</b>	Trailer on Flat Car
<b>TS</b>	Transaction Set
<b>TSCA</b>	Toxic Substance Control Act
<b>TSFC</b>	Tri-Service Food Code
<b>U</b>	
<b>U.A.E.</b>	United Arab Emirates
<b>UCC</b>	Uniform Code Council
<b>UCS</b>	Uniform Communication Standard
<b>U.L.</b>	Underwriters Laboratories, Inc.
<b>UN</b>	United Nations
<b>UNSPSC</b>	Universal Standards Products and Services Classification
<b>UPC</b>	Universal Product Code
<b>UPS</b>	United Parcel Service
<b>U.S.</b>	United States
<b>U.S.C.</b>	United States Code



ACRONYM	DEFINITION
<b>U</b> <i>continued</i>	
<b>USDA</b>	United States Department of Agriculture
<b>USDC</b>	United States Department of Commerce
<b>USPS</b>	United States Postal Service
<b>V</b>	
<b>VCD</b>	Vendor Compliance Document
<b>VICS</b>	Voluntary Inter-Industry Communication Statement
<b>VMF</b>	Vendor Master File
<b>VMI</b>	Vendor Managed Inventory