

SPECIAL PROVISIONS OF FCP PURCHASE ORDERS

Articles defined in the schedule of the Purchase Order will not be accepted by FCP if the Contractor fails to submit certification, documentation, test data and Reports specified herein. All the General Requirements for all External Providers, AL-13-016, must be met in addition to any Special Provisions indicated on the Purchase Order. Any questions or issues may be directed to the FCP Quality Manager.

A1 GOVERNMENT CONTRACT

The following provisions and clauses are applicable to all solicitations and orders:

FAR 52.203-19	(Jan 2017)	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
FAR 52.204-7	(Oct 2016)	System for Award Management
FAR 52.204-21	(Jun 2016)	Basic Safeguarding of Covered Contractor Information Systems
FAR 52.211-2	(Apr 2014)	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)
FAR 52.211-5	(Aug 2000)	Material Requirements
FAR 52.211-14	(Apr 2008)	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
FAR 52.211-15	(Apr 2008)	Defense Priority and Allocation Requirements
FAR 52.213-4	(Jan 2018)	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)
FAR 52.222-36	(Jul 2014)	Alternate I - Equal Opportunity for Workers with Disabilities
FAR 52.223-18	(Aug 2011)	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.232-39	(Jun 2013)	Unenforceability of Unauthorized Obligations
FAR 52.246-2	(Aug 1996)	Inspection of Supplies – Fixed Price
FAR 52.252-1	(Feb 1998)	Solicitation Provisions Incorporated by Reference (The full text of a provision may be accessed electronically at this address: https://www.acquisition.gov .)
FAR 52.252-2	(Feb 1998)	Clauses Incorporated by Reference. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this/these address(es): _ For FAR and DFARS clauses: https://www.acquisition.gov / _ For DLAD Clauses: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx
DFARS 252.203-7000	(Sep 2011)	Requirements Relating to Compensation of Former DoD Officials
DFARS 252.203-7002	(Sep 2013)	Requirement to Inform Employees of Whistleblower Rights
DFARS 252.203-7005	(Nov 2011)	Representation Relating to Compensation of Former DoD Officials
DFARS 252.204-7004	(Feb 2014)	Alternate A, System for Award Management
DFARS 252.204-7008	(Oct 2016)	Compliance with Safeguarding Covered Defense Information Controls
DFARS 252.204-7009	(Oct 2016)	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
DFARS 252.204-7012	(Oct 2016)	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS 252.204-7015	(May 2016)	Notice of Authorized Disclosure of Information for Litigation Support
DFARS 252.225-7048	(Jun 2013)	Export-Controlled Items
DFARS 252.243-7001	(Dec 1991)	Pricing of Contract Modifications
DFARS 252.244-7000	(Jun 2013)	Subcontracts for Commercial Items
DFARS 252.246-7003	(Jun 2013)	Notification of Potential Safety Issues
DLAD 52.233-9001	(Dec 2016)	Disputes – Agreement to Use Alternate Dispute Resolution(ADR)

A2 SUPERSEDED

A3 MATERIAL AND PROCESS CONFORMANCE

The Contractor shall submit with each shipment, a Certificate of Conformance, signed by an authorized Contractor's Representative, stating that the materials furnished to FCP are in conformance with applicable requirements of the Purchase Order, drawings, and specifications and that supporting documentation is on file and will be made available to FCP or Government Representatives upon request. Certification shall include name of Contractor for materials being supplied, quantity shipped, and Purchase Order number. An example of an acceptable statement of certification of conformance is as follows:

"This is to certify that all items noted are in conformance with the Purchase Order, drawings, specification, and other applicable documentation, that all process certifications, chemical and physical test reports, are on file at this facility and are available for review by FCP".

A4 PART CERTIFICATION-DISTRIBUTORS

Contractor shall certify that the articles delivered under this Purchase Order conform to the requirements set forth in the Procurement Specification and applicable Detail Specification for the article ordered.

A5 SUPERSEDED

A6 SUPERSEDED

A7 CHEMICAL AND PHYSICAL TEST REPORTS

One copy of original Mill test reports indicating chemical composition and/or actual physical properties identifiable to each lot, batch or heat treat lot shall accompany each shipment, and shall be signed by an authorized Contractor's Representative. Transcribed test data does not meet this requirement. If only transcribed data is available, contact FCP Quality Manager for further instructions.

A8 TEST SAMPLES

Concurrent with the shipment of production articles, Contractor shall furnish test sample(s) of each batch sufficient to conduct tests in accordance with specification or purchase agreement requirements. Each test sample must be clearly and permanently marked with (1) Batch or Lot Number; (2) Date Manufactured; (3) Specification or Material Control Information Number; (4) Contractor's designation; (5) Purchase Order Number.

A9 SHIPMENT TO FCP CONTRACTORS

Material ordered hereunder is to be drop shipped to a destination other than FCP. The quality data required by this Purchase Order shall accompany the shipment and copies of such data shall be emailed or faxed to FCP "Attention: Quality Receiving Inspection", on the same date that the material is shipped.

A10 MATERIAL TRACEABILITY

Level-1/Sub-Safe/Nuclear material shall remain traceable to heat number and unique identifier code (when applicable) throughout all processes and records in accordance with FCP procedure OP-13-044.

A11 DLAD Procurement Notes

The following DLAD Procurement Notes are cited by reference, with the same force and effect as if they were given in full text and are applicable to all Purchase Orders by citation therein:

C01 Superseded Part Numbered Items

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components.

C03 Contractor Retention of Supply Chain Traceability Documentation

Other DLAD Procurement Notes may be referenced in the Purchase Order. The full and current text can be accessed at <http://www.dla.mil/HQ/Acquisition/Offers/DLAD/DLADProcurementNotes.aspx>

A12 DLA Master List of Technical and Quality Assurance Requirements

DLA Technical and Quality Assurance Requirements are cited by reference, with the same force and effect as if they were given in full text. The full and current text can be accessed at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>

B1 GOVERNMENT INSPECTION

Government Inspection is required prior to shipment of this material. Upon receipt of the Purchase Order, promptly notify the Government's Representative who normally services your plant so that appropriate planning for Government Inspection can be accomplished in accordance with applicable specifications. A copy of this Purchase Order shall be furnished to the Government Representative upon request.

B2 FCP SOURCE INSPECTION-FINAL ACCEPTANCE INSPECTION/TEST

Source Inspection of final acceptance inspection/test shall be conducted by FCP at the Contractor's facilities or where designated in this Purchase Order prior to shipment. Inspection and/or test performed in accordance with an agreement between the Contractor and a FCP Source Representative will fulfill the acceptance/test requirements of FCP. Contractor shall contact the Quality Source Representative through the buyer a minimum of five (5) days in advance of final acceptance inspection/test and a schedule for witnessing inspection/test agreed upon. Contractor shall have available and present upon request verifiable objective evidence of the article fabrication inspections. Required documentation for shipment must be completed and signed by the Contractors authorized Quality Personnel and available for the FCP Quality Representative's review.

B3 SUPERSEDED

B4 SUPERSEDED

B5 SUPERSEDED

B6 SUPERSEDED

B7 TEST PROCEDURE AND REPORTS

The supplier shall provide his existing test procedure that defines the tests to be performed, the test parameters, and test data that will provide verification of compliance to Technical Requirements. Standard format shall be acceptable.

B8 CONFORMANCE REQUIREMENTS-MECHANICAL DETAILS

Supplier's Quality Department shall one-hundred percent (100%) inspect all parts to assure total conformance to all drawing characteristics and requirements. The actual measured results from one (1) part of each lot must be documented and submitted with each shipment. In addition, the actual measured results for all dimensions with a tolerance of .002 or tighter shall be recorded for all parts and this data submitted with the parts upon delivery to FCP.

C1 MERCURY CONTAMINATION

Certificate of Conformance must include a no mercury contamination statement. This must be a documented pass down requirement to any sub-tier suppliers.

Mercury is corrosive to gold, silver, nickel, stainless steels, aluminum, and copper alloys. Accidental trapping of mercury in a component could cause serious damage to vital parts. Mercury is also toxic if inhaled, ingested, or absorbed through the skin. It is evident that grave consequences could result from small amounts of mercury vapor present in an un-replenished atmosphere. Material furnished under this Purchase Order shall not contain functional mercury in any form without the specific written approval of FCP.

Mercury-bearing instruments and/or equipment, which might cause contamination, shall not be used in the manufacture, fabrication, assembly, or testing of any material furnished under this Purchase Order. The most probable causes of contamination are direct connected mercury manometers, mercury vacuum pumps, mercury seals, mercury-in-glass thermometers, or handling of mercury in the immediate vicinity. In case of doubt or question of manufacturing procedures, you may call FCP for assistance.

In the event of any accident involving mercury contamination of the material being furnished on this Purchase Order or suspicion of such contamination, FCP shall be notified immediately.

C2 CORRECTIVE ACTION REQUIREMENTS

The Contractor's corrective action and disposition system for nonconforming material is subject to review and approval at all times by FCP. Delegation of Material Review Board activities on FCP requirements is not authorized by this Clause and must be separately authorized in writing by FCP.

C3 UNAUTHORIZED REPAIRS

Without FCP'S approval, Contractor may not repair by welding, brazing, soldering, or adhesive, parts damaged or found faulty during fabrication. Defects in castings or forgings shall not be repaired by any method unless authorized by FCP in writing.

C4 RAW CASTINGS

One sample of all raw castings is required and must be approved by FCP prior to run of production parts. Unless FCP source inspection is a requirement of the Purchase Order, the samples shall be forwarded to FCP Receiving Inspection with the actual results of layout inspection, radiographs (if applicable) and actual chemical and physical test results.

When FCP source inspection is a requirement of the Purchase Order, the layout and test data shall be evaluated at the Contractor's facility. In either case, first article approval by FCP is required prior to the start of production. The Contractor is responsible for obtaining FCP approval of any change in processes or tooling using the same approval instruction stated above.

C5 SUPPLEMENTAL DATA REQUIREMENTS (Castings/Forgings)

In addition to chemical/physical test reports stating the actual chemical and mechanical properties for each lot submitted, inspection/test data listed below shall be submitted for each lot of castings as required by specification or Purchase Order.

Certification for Magnetic Particle Inspection, Fluorescent Penetrant Inspection, Ultrasonic Inspection, Pressure Test, and Grain Flow shall be submitted with the order. Radiographic Inspection results including film for each casting shall be supplied.

An authorized representative of the Contractor's Quality Department shall validate these reports by either an inspection stamp or signature.

C6 HEAT TREAT SAMPLES

Two (2) test bars shall be heat treated with parts and submitted with shipment (for each heat treat lot).

C7 TENSILE TEST SAMPLES

Two (2) separately cast test bars, coupons or appendages as defined by the applicable specification or drawing shall be submitted with each lot delivered.

D1 TEST REPORTS/SUBMITTAL

Actual functional test reports referencing Purchase Order number, Contractor's name and address, and/or independent laboratories name and address, part number, part name, serial number if applicable, date and run time if applicable, must accompany each shipment to be delivered. These reports shall be validated by an authorized Contractor's Representative, by either an inspection stamp or signature.

D2 CHEMICAL AND PHYSICAL ACCEPTANCE TEST (S)

One (1) copy of an independent laboratory Chemical Analysis and/or Physical Test Report for each Lot, Batch, or Heat shall accompany each shipment. Test Reports shall list the parameters tested and shall reflect readings taken during test(s). All reports must be signed by an authorized agent of the supplier or testing laboratory.

D3 RADIOGRAPHS

Radiographic Inspection results including film shall be supplied.

D4 NONDELIVERABLE SOFTWARE REQUIREMENTS

The Contractor shall plan, develop, and implement those practices and procedures that are necessary to assure compliance with the following requirements for hardware designed, tested, supported, or operated by software.

Contractor shall provide controls to ensure that different software program versions are accurately identified and documented, that no unauthorized modifications are made, that all approved modifications are properly incorporated, and that software used for testing is the proper version.

Contractor shall ensure that support software and computer hardware to be used to develop and test software or hardware under the procurement agreement are acceptable to FCP.

Contractor shall establish a baseline of procured or developed software by performing validation tests that include demonstration of pass/fail criteria.

FCP reserves the right to observe all validation tests.

D5 INSPECTION DD FORM 250

Articles defined in this Purchase Agreement require the issuance of an Acceptance DD Form 250 (Material Inspection and Receiving Report) at your facility.

D6 ACCEPTANCE DD FORM 250

Articles defined in this Purchase Agreement require the issuance of an Acceptance DD Form 250 (Material Inspection and Receiving Report) at your facility.

D7 OZONE DEPLETING CLAUSE

"Class I Ozone depleting chemicals are not to be used nor incorporated in any items to be delivered under this Purchase Order. This prohibition supersedes all specification requirements but does not alleviate any product requirements. Substitute chemicals must be submitted for approval unless they are authorized by the specification requirements."

D8 INSPECTION REPORT

The supplier shall provide inspection results showing that all examinations, tests, and specifications have been accomplished on the completed articles. Actual measured values shall be reported where applicable. These records must indicate the quantities of acceptable and rejected items. A supplier's format shall be acceptable or use FCP Form F-07-026. Report to be submitted with shipment.

D9 SUPPLIED GAGING

FCP shall maintain responsibility for the continued calibration of any supplied gages/fixtures while in the supplier's possession. The supplier shall contact the FCP Quality Manager if any supplied gaging requires recalibration due to suspected gage damage or if the calibration is coming due.

D10 NOTIFICATION OF NONCONFORMING PRODUCT

The supplier shall immediately notify FCP in the event it is discovered that nonconforming material has been shipped.

D11 MALPRACTICE PREVENTION

Suppliers and sub-tier suppliers shall comply with FCP OP-18-072 Corporate Malpractice Policy.

D12 SUPERSEDED**D13 ACCESS/TECHNOLOGY CONTROL**

Customer proprietary data, militarily critical technology and/or export-controlled technical data subject to export control shall be safeguarded from unauthorized disclosure in accordance with FCP OP-18-073.

D14 Conflict Free Materials Compliance

The supplier shall exercise due diligence to verify the source of materials and determine that only "conflict free" materials are contained in any products provided to FCP. This is in accordance with Section 1502 of the US Dodd Frank Act. FCP reserves the right to request copies of documentation showing due diligence measures and the results of any findings.