

## Special Provisions for 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.

### 1. Material and Process Conformance (was A3)

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:

### 2. Part Certification from Distributors (was A4)

The 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.

### 3. Chemical and Physical Test Reports (was A7)

One copy of the 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.

### 4. Test Samples (was A8)

Concurrent with the shipment of production articles, the 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.

### 5. Direct Material Shipment to FCP Contractors (was A9)

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 as directed on the Purchase Order on the same date that the material is shipped.

### 6. LEVEL I Material Control (was A10)

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

#### Raw Materials (Bar Stock, Plate, Etc.):

- Level I material shall be physically segregated from non-Level I material. Level I material shall be further segregated by material type to prevent comingling of alloys.
- If Level I material is subjected to a process that may affect mechanical properties such as heat treatment; the material shall be tested to document the new mechanical properties. The altered material shall be identified by a unique lot or batch number in addition to the heat number.
- Level I bar stock shall be marked on or adjacent to one end of the bar. Level I plate shall be marked in one corner. All pieces shall be marked vibro-peen, engraving, or metal stamping. Pieces that are too small to marks may be packaged in a container and the container shall be marked with the applicable traceability information.
- Certified test reports are required and shall meet the following requirements:
  - Certifications shall record the actual test results for all properties invoked by the applicable specification and the purchase order number. When multiple tests are required, the results of each test shall be reported.

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- All certifications must be from the original producer of that data. For chemical properties, the original producer is the melt source. For mechanical properties, the original producer is that entity that created the final properties i.e. heat treatment. Transcribed data is not permitted.
- The certification shall clearly state the material specification, specification revision, material condition, and type/class/grade.
- Certifications shall be in English. Certifications originally prepared in a foreign language shall be translated to English. The translated certification shall be signed and dated by the person performing the translation.
- Certifications shall be signed and dated by the appropriate authorized representative.
- All certifications including the certificate of conformance must identify the applicable traceability identification, including lot number as applicable, marked on the material and the parts and be clearly marked 'LEVEL I'. If multiple heats and/or lots of material were provided, the certificate of conformance shall state how many items were made from each heat and lot number.

### **Finished Parts (Castings, Machined Parts, Fasteners) and Heat Treatment:**

- Level I material shall be physically segregated from non-Level I material. Level I material shall be further segregated by material type to prevent comingling of alloys.
- If Level I material is subjected to a process that may affect mechanical properties such as heat treatment, the material shall be tested to document the new mechanical properties. The altered material shall be identified by a unique lot or batch number in addition to the heat number.
- Unique identity traceability identification must be maintained throughout the manufacturing process. This identification is the material heat/lot number and any lot numbers assigned due to heat treatment processes. The traceability information must always be permanently marked on the raw material except during actual machining processes. The identification shall be marked on the parts as soon as practical in the machining process. Identification shall be applied in the location shown on the drawing using the methods noted on the applicable drawing. If no location and/or method is defined on the drawing, contact FCP Engineering or Quality Assurance Management, in writing, for directions. Any remaining raw material to be returned to FCP shall be marked using vibro-peen, engraving, or metal stamping as near to the end or corner of the material as practical. Contact FCP for directions on identifying parts that are too small to mark.
- Level I bar stock will be marked on or adjacent to one end of the bar. Level I plate will be marked in one corner. Always work from the opposite end or corner of the material during processing. If processing requires that the starting material be divided into smaller pieces, the new pieces shall be marked with the same traceability information as that marked on the starting material using vibro-peen or metal stamps.
- All certifications including the certificate of conformance must identify the applicable traceability identification (including lot number as applicable) marked on the material and the parts and be clearly marked 'LEVEL I'. If multiple heats and/or lots of material were provided, the certificate of conformance shall state how many parts were made from each heat and lot number.
- Any certifications provided to FCP containing quantitative data must be from the original producer of that data. For chemical properties, the original producer is the melt source. For mechanical properties, the original producer is that entity that created the final properties i.e. heat treatment. Transcribed data is not permitted.
- When heat treating Level I material, the following must be certified.
  - Name and address of the heat treatment facility
  - Item name and part number
  - Quantity
  - Date of heat treatment
  - Specific times and temperatures
  - Unique traceability identifier (lot/load number)

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- Fasteners, or similar items, may be marked with a unique trace code that is traceable to the original material certifications. These items may also be marked with the manufacturer's identification symbol.
- All processing shall be performed in a mercury free environment. This requirement shall be noted on the certificate of conformance.
- Vibro-peen is also known as dot peening or vibro-marking. This process may be performed manually or by machine as best suits the application.

## **7. Government Inspection (was B1)**

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 facility 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.

## **8. FCP Source Inspection – Final Acceptance Inspection/Test (was B2)**

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. The 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.

## **9. Test Procedure and Associated Reports (was B7)**

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.

## **10. First Article Inspection Report (was B8)**

The Supplier's Quality Department shall submit a First Article Inspection Report (FAIR) recording the actual measured results from one (1) part with the shipment. FCP prefers FAIRs to be reported in accordance with AS9102 however, other formats will be accepted.

## **11. Raw Castings (was C4)**

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.

## **12. Heat Treat Samples (was C6)**

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

## **13. Tensile Test Samples (was C7)**

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

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## **14. Test Report Submittal (was D1)**

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.

## **15. Chemical and Physical Acceptance Tests (was D2)**

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.

## **16. Radiographs (was D3)**

Radiographic Inspection results including film shall be supplied. Further work may not be performed on the casting until the Contractor receives written approval from FCP that the radiographic report and films are acceptable.

## **17. Inspection Report (was D8)**

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.

### **Supplied Gaging (was D9)**

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.

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## 18. TRANSMISSION ABROAD OF NAVAL NUCLEAR PROPULSION INFORMATION

- A.** This provision applies only if, during the performance of this Order, Seller will have access to Naval Nuclear Propulsion Information ("NNPI") as defined in OPNAVINST N9210.3. All defined terms in this provision shall have the same meaning as those terms are defined in Part I of SBF P9152 (<https://spars.huntingtoningalls.com/procurement/procforms.html>). Seller shall review OPNAVINST N9210.3 and DoD Pamphlet 5230.25PH and indicate willingness to abide by the applicable requirements of those publications by signing Form NN9540. A signed Form NN9540 is required for:
- i. Access to NNPI by the Seller, whether at the Seller's facility or Newport News Shipbuilding; or
  - ii. Unescorted access to Newport News Shipbuilding's premises; or
  - iii. Access to the Newport News Shipbuilding computer network.
- B.** If Seller has Foreign Nationals and/or Representatives of a Foreign Interest who work within or have access to its premises, Seller shall have a Technology Access Control Plan which:
- i. Denies Foreign Nationals, Representatives of a Foreign Interest, and unauthorized U.S. Citizens and/or U.S. Nationals access to NNPI; and
  - ii. Restricts access to NNPI and/or Technical Data only to U.S. Citizens and U.S. Nationals who have a need-to know
- C.** Seller shall not disclose NNPI to Foreign Nationals. U.S. Citizens and U.S. Nationals representing a foreign government, foreign private interest or other Foreign Nationals, are considered to be included in the definition of Foreign Nationals for industrial security purposes and the purpose of the restrictions contained in this provision .
- D.** Disclosure of Restricted Data as defined in the Atomic Energy Act of 1954 as amended, relating to the Naval Nuclear Propulsion Program to employees of Seller granted Limited Clearances under the provisions of 32 CFR 117, National Industrial Security Program Operating Manual (NISPOM) is denied.
- E.** Any issue or release of NNPI beyond parties with a need to know and necessary for the performance of this Order, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of Buyer.
- F.** Buyer shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of NNPI. If a court or administrative order makes immediate review by Buyer impractical, Seller will take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
- G.** In addition to the requirements of this provision 3, the Seller shall comply with all other requirements relative to Naval Nuclear Propulsion Information (NNPI) wherever located in this Order.
- H.** Seller agrees to insert this "Transmission Abroad of Naval Nuclear Propulsion Information" clause including this paragraph (I) in all of its subcontracts issued under this Order.