Brown Pacific

Supplier Quality Requirements

Rev New Dated 3/30/2023

Approved By: Bilal Z.

1. Purpose

1.1. The purpose of this procedure is to describe the quality requirements that Brown Pacific requires of its supplier base.

2. Application

2.1. This procedure applies to all activities performed by Brown Pacific suppliers as outlined in the Brown Pacific purchase order.

3. Requirements

3.1. **Right of Access**

3.1.1. BP and its customer's representatives, including government agencies and/or regulatory authorities, shall be given access to any facility and records where work on its contracts or purchase orders is performed for the purpose of surveillance, audits, inspection and/or to conduct any investigation upon request. This also includes applicable sub-tier suppliers.

3.2. **Quality System**

3.2.1. All raw material suppliers shall establish and maintain a documented and recognized quality system that meets or is comparable to ISO 9001 and/or AS 9100 quality system requirements.

3.2.1.1. Special process vendors (NDT testing, heat treat, etc.) shall be NADCAP accredited. All calibration services providers shall be accredited to ISO 17025 or comparable standard.

3.3. **Organization**

3.3.1. Supplier's established quality program shall include identified functions with trained and competent personnel. QA department or personnel performing verification or audit function shall be independent from other functions.

3.4. **Contract/Purchase Order Review**

3.4.1. All Brown Pacific purchase orders shall be reviewed by the supplier prior to release to assure that all associated risks and quality requirements are taken into consideration and are reflected in production and inspection procedures as applicable.

3.5. **Inspection**

3.5.1. The supplier shall establish a quality monitoring system that will be structured to provide 100% conformance to Brown Pacific specifications in products and services. As a minimum, the inspection of Brown Pacific products and services shall be documented and traceable to the Brown Pacific purchase order and noted requirements.

3.6. **Quality Records**

3.6.1. The required quality records needed to provide evidence that the product realization process and the resulting product meet specified requirements shall be established. The records shall show an unbroken chair of documentation and traceability from the raw material producer to Brown Pacific. These records shall be identified, traceable to the product, retained for a minimum of 15 years, and stored in such a way to prevent damage and to enable the records to be readily located and retrieved.

3.6.1.1. Brown Pacific requires that a first article inspection be performed on all production runs after machine set-up and/or following any major machine adjustment or change that invalidates the previous First Article inspection result.

3.7. **Process Control**

3.7.1. The vendor shall demonstrate adequate control of its processes to the current requirements of their quality system.

3.7.2. The controls shall include:

3.7.2.1. When specified and/or identified, key characteristics shall be monitored and controlled during processing.

3.7.2.2. When it becomes necessary to change a production process that would affect BP procured product or its customer's requirements, such changes shall be documented, and BP shall be notified promptly of the change.

3.7.2.3. Documented procedures shall be used to maintain and control processes, tooling, equipment, work environment, raw material sources and the facility used to make BP procured products. Process, tooling, equipment, and product validation processes may include the verification of the First Article produced or inspection prior to the production run.

3.7.2.4. Records shall be maintained for qualified processes, equipment, tooling, testing, and personnel as required.

3.8. **Traceability**

3.8.1. BP procured products and accompanying documentation shall be identified with a traceability system that reflects an unbroken chain of documentation from the mill that produced the product's raw material. The identification and traceability shall be maintained by suitable means such as the supplier's or manufacturer's identification symbol or logo, lot/batch control number, purchase order number issued to vendors, and customer purchase order.

3.8.1.1. Manufacturing lot integrity control must be maintained throughout the manufacturing and/or heat treatment, chemical and/or coating process cycle. A manufacturing lot is a production lot which is a defined quantity of products of identical configuration and dimensions, fabricated from the same heat or melt of material, produced, processed, and finished as one continuous run or order or part thereof, and presented for inspection at the same time.

3.8.1.2. Lot control and marking system including product status with respect to lot splits, configuration management, product inspection and testing, and monitoring shall be established, documented, and maintained to ensure that lots are properly identified, marked with all required documentation, and segregated when necessary to prevent comingling.

3.9. **Certificate of Conformance**

3.9.1. All Brown Pacific purchased products shall require, at a minimum, a certification of analysis or product test report.

3.9.2. Wire rod supplied must comply with DFAR 252.225-7009, and so state on the certification.

3.9.3. Documentation shall be submitted with dated signatures or initials and badge numbers or inspection stamps. This documentation is an official record and are verification that the action identified has been performed in accordance with requirements and the results are as recorded. Certifications of Conformance must post-date all supporting OQE.

3.10. **Electronic Signatures**

3.10.1. Electronic Signature Process Controls

3.10.1.1. The controls for the electronic signature process shall provide:

3.10.1.1.1. The signer must take a distinct action to “sign” electronically.

3.10.1.1.2. A means to delegate signature authority which allows the delegated individual to utilize their own electronic identification (i.e. the integrity of each person’s electronic signature must be preserved).

3.10.1.1.3. A means to identify the signer by name and as “digitally signed” when printed as the paper OQE version of the document.

3.10.1.1.3.1. Note: Should a supplier’s system not identify that each applied electronic signature is digitally signed when printed on paper, the signatory must physically sign each occurrence, or the Supplier must provide attestation in their Certificate of Conformance that their system meets all other requirements.

3.10.1.1.4. Preservation of unauthorized access to electronic identifications.

3.10.1.1.5. An established password policy to change electronic identification and not share electronic identification.

3.10.1.1.6. Reviews to ensure proper use of electronic signatures**.**

3.10.1.1.7. A means to identify and electronic signature on a record as an electronic signature.

3.10.1.1.8. Electronic signature applications shall not allow unauthorized users to change electronically signed documents or records. All changes to electronically signed documents or records made by authorized users shall be revision controlled, identify the person making the change, and shall clearly reflect that the document or record has been revised.

3.10.2. Electronic Signature Flow Down to Sub Tier Suppliers and Sub Contractors

3.10.2.1. It is the supplier's responsibility for implementation of electronic signatures at sub tier suppliers and sub-contractors.

3.10.2.2. The supplier shall flow down these electronic signature requirements to their sub tier suppliers and sub-contractors.

3.10.2.3. It is the supplier's responsibility to ensure that their suppliers or sub-contractors have a policy that that addresses changes to electronically signed documents and ensures that changes are only performed by authorized personnel and all changes to electronically signed documents, or records are properly documented

3.11. **Control of Nonconforming Products**

3.11.1. All nonconforming material shall be properly identified, documented, and segregated. The vendor shall notify Brown Pacific promptly of delays, problems, and/or defects the affect any procured products/services.

3.12. **Corrective and Preventive Action**

3.12.1. The supplier's quality organization shall implement an effective corrective and preventive action system. Corrective and preventive actions taken by Brown Pacific shall be investigated and answered appropriately. The corrective and preventive actions shall be within the period stated in the corrective action. If needed, an extension may be requested through our QA department.

3.13. **Calibration System**

3.13.1. An effective calibration system shall be established with recognized industry standards and used to calibrate, maintain and control measuring and test

equipment. All calibrations shall be current and traceable to a nationally or internationally recognized measurement standard.

3.14. **Material/Product Protection**

3.14.1. The vendor is responsible for utilizing a protection method that will protect BP products from damage during shipment.

3.15. **Foreign Object Damage**

3.15.1. The seller shall maintain a FOD program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) prevention. It shall include the review of design and manufacturing processes to identify and eliminate foreign object entrapment areas and paths through which foreign objects can migrate. The seller shall ensure work is accomplished in a manner preventing foreign objects of material in deliverable items. The seller shall maintain work areas and control tools, parts, and materials in a manner sufficient to preclude the risk of FOD incidents. The seller shall document and investigate each FOD incident and ensure elimination of the root cause of each such incident.

3.16. **Prevention and Control of Counterfeit Parts**

3.16.1. The supplier shall maintain an effective Prevention and Control of Counterfeit parts program.

3.16.2. Supplier shall ensure that only new and authentic materials are used in products delivered to Brown Pacific. Supplier may only purchase materials directly from original manufacturers, or manufacturer franchised distributor. Use of material not provided by these sources is not authorized.

3.16.3. Suppliers shall establish and maintain a documented recognized quality system or one that meets or is comparable to ISO 9001 and/or AS9100 quality system requirements.

3.16.4. Supplier shall maintain traceability that ensures tracking of the supply chain back to the original manufacturer of material being delivered on each order. Traceability includes the name and location of any manufacturers or intermediaries. Traceability also includes identifying information such as heat numbers, lot numbers, or other serialized identification.

3.16.5. Personnel performing inspection and testing are trained to detect counterfeiting and the appropriate product authentication.

3.16.6. If supplier identifies a potential exists for counterfeit parts in the supply chain, written notice is required within 24 hours of discovery.

3.16.7. Supplier may be held liable for costs if counterfeit material is provided.

3.17. **Continuous Improvement**

3.17.1. Vendors are encouraged to embrace variability reduction programs and/or the use of statistical techniques to continuously improve quality, cost, and delivery.

3.18. **Approved Vendor List**

3.18.1. BP approved vendors shall be listed on the BP Approved Vendor List.

3.19. **Additional Requirements**

3.19.1. Other BP requirements and/or customer requirements beyond the ones outlined herein are in effect when specified on the purchase order.

3.20. **Changes to Purchase Order Documentation**

3.20.1. Changes or amendments made to purchase orders and/or drawing specifications shall be communicated promptly to the applicable vendor for immediate action.

3.21. **Other External Provider Requirements**

3.21.1. Provider agrees to ensure that their organization and employees understand the importance of the role they play in their contribution to product safety, and product conformity and the importance of ethical behavior throughout the organization and dealings with their customers, suppliers, and regulatory bodies. Provider also agrees that they have Malpractice Prevention program in place as outlined in Appendix A.

3.22. **Flow Down Requirements**

3.22.1. The supplier shall flow down to *its* suppliers and require subsequent suppliers to flow down to the sub tiers all requirements as provided by Brown-Pacific, Inc. and its customers.

4. Revision History

Rev #	Date	Author	Description of Change
New	3/30/2023	Bilal Zaheen	Initial Release

Appendix A

1. Malpractice Prevention

    1.1 Suppliers and their Sub-Tiers (management and employees) are contractually obligated to meet all PO requirements, including but not limited to adherence to all applicable laws, regulations, and contract terms and conditions.

    1.2 Suppliers and their Sub-Tiers shall be vigilant in their efforts to prevent Malpractice and Fraud and Falsification (F&F), as it affects contract compliance, impacts costs, and can cause grave safety issues.

NOTE: Suppliers and their Sub-Tiers are made aware through terms and conditions that any falsification, concealment, gross mistake tantamount to fraud, alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under the PO resulting in malpractice is not only prohibited by the Purchaser's policy, but may also be punishable under law.

1.1. Suppliers must ensure that employees and Sub-Tier Suppliers are provided all the proper and pertinent documentation necessary to perform work in compliance with all contractual requirements, including letters and posters.

1.2. Any party aware of, or having reason to suspect, malpractice or F&F is obligated to report this violation anonymously or in person to:

Local Supervision or Management
Purchaser Supervision or Management
Purchaser Quality Representative
Purchaser Buyer
Department of Defense Hotline - Telephone (800) 424-9098
Website https://www.dodig.mil/Components/Administrative-Investigations/DoDHotline/Hotline-Complaint/

Mail to:
Department of Defense Hotline
The Pentagon
Washington, DC 20301-1900

Should such a notification be necessary, information including location, date(s), time, names of people involved, and violation suspected would be most helpful to promote an investigation.

2.0 Contract Compliance

2.1 To demonstrate contract compliance with this specification, the Supplier is required to perform, and maintain records for, the following:

a) Alert all employees to this (Malpractice) Appendix during new hire indoctrination.

b) Annually provide refresher training to this (Malpractice) Appendix for all employees.

c) The malpractice notification, Appendix B, is provided as a visible reminder notice and provides contact information should malpractice or fraud & falsification be observed or suspected. Suppliers are to post this reminder notice in conspicuous and prominent locations throughout the facility, especially work areas, at a minimum rate of one (1) copy for every fifty (50) employees.

d) Include verification during internal quality audits that malpractice and F&F training is performed and reminder notices are posted.

e) Include in audit requirements that auditors be alert for malpractice and F&F during internal and external quality audits.

f) Perform periodic and independent over-checks of final inspections and testing.

g) Alert all Sub-Tier Suppliers of their Malpractice and F&F prevention obligations through pass down of this specification in Supplier POs.

h) While performing on-site quality audits at Sub-Tier Supplier's facilities confirm and verify Sub-Tier awareness of malpractice prevention.

3.0 Examples of Malpractice and F&F:

- Issuing a procedure or instructions known to contain unauthorized deviation(s) to contractual requirements.
- Knowingly waiving or eliminating a contractual requirement without authority to do so.
- Deliberately accepting unsatisfactory work.

- Intentionally performing unacceptable work.
- Failing to report problems or unsatisfactory conditions in one's own workmanship.
- Verifying by signature that an action was taken, knowing in fact the action was not taken, or not performing the required checks or verifications to ensure the action was taken.
- Verifying performance of action based on hearsay, not personal observation.
- Tampering with calibrated instruments to avoid rejection of work.
- Falsifying dates on records to comply with frequency or deadline requirements.
- Falsifying data to cover-up a procedure or drawing deviation.
- Falsifying data to have work accepted, thereby avoiding further work or rework.
- Concealing or not reporting information on malpractice, fraud, or falsification known to have been committed by others.

To aid in the terminology used in this document, A Glossary of Terms is included below:

Electronic Signature – An electronic means of identifying a signer of an electronic record, document transaction, or instrument. It is unique and attributable to only one person/entity. Examples of various electronic identifications include, but are not limited to, an identifying keystroke, a password, a personal identification number (PIN), or a token or magnetic key.

Fraud and/or Falsification (F&F) – Deal with intentional deceit, lies, misrepresentation, falsehood, negligence, dereliction, etc. in regard to contract compliance. Key is the fact that fraud and falsification is intentional.

Malpractice – Any intentional or inexcusable deviation from established engineering, production, certification or inspection requirements, or procedures and is a dereliction of professional duty or a failure of professional skill that results in less than contract compliance.

Objective Quality Evidence (OQE) – Quantitative and qualitative data of all mechanical, chemical, and performance tests performed (as required by the applicable specification, drawing, or purchase document) to prove that material supplied conforms to the specified requirements.

-END-

*Indicates Change

Appendix B on the next page.

Appendix B

NOTICE

Any party aware of, or having reason to suspect,
MALPRACTICE OR FRAUD & FALSIFICATION
is obligated to report this violation anonymously or in person to:

f.) Company Supervision or Management

g.) Purchaser Supervision or Management

h.) Purchaser Quality Representative

i.) Purchaser Buyer

j.) Department of Defense Hotline

- Telephone 800-424-9098
- Website:
  https://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/Hotline-Complaint/
- Mail to:
  Department of Defense Hotline
  The Pentagon
  Washington, DC 20301-1900

Should such a notification be necessary, information including location, date(s), time, names of people involved, and violation suspected would be most helpful to promote an investigation.

NOTICE