

FILE NO. \_\_\_\_\_  
**SPECIFICATION**

**GENERAL DYNAMICS**  
 EB

COMPONENT NO. \_\_\_\_\_  
 CLASSIFICATION NOS. \_\_\_\_\_

**EB Spec. 2678N**

DESIGN NO.	SPECIFICATION TITLE <b>Quality Control</b>	EFFECTIVE DATE <b>2/19/2021</b>
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<b>EB APPROVALS</b>			
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WRITTEN BY L. Robbins, D323 <input checked="" type="checkbox"/> Recoverable Signature  <b>X</b> Larry Robbins Larry Robbins Signed by: Larry Robbins	2/19/2021		
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<b>REVISIONS</b>				
REV.	EB APPROVAL	DATE	OTHER APPROVALS	DATE
L	R. SLACK	3/9/12		
M	N.E. BECKWITH	2/9/16		

## RECORD OF REVISIONS

<u>Revision</u>	<u>Description</u>
<b>B</b>	Page 5, Para. II.B.2 – Reworded to clarify intent Page 7, Para. II.E.2 – Reworded to clarify intent Page 9, Para. II.I.1 – Reworded to clarify intent
<b>C</b>	Page 5, Para. II.B.2 – Reworded to clarify intent Page 7, Para. II.G.1 – Reworded to clarify intent Page 8, Para. II.H.3 – Revised VPAR submittal requirements
<b>D</b>	Page 7 added Para. II.E.4
<b>E</b>	Page 5 added new Para. II.A.3 – Renumbered existing Para. II.A.4 to II.A.5 Page 7, added new Para. (d) – Renumbered existing Para. (d) to (e)
<b>F</b>	Page 7 added NOTE to Para. II.E.4
<b>G</b>	Complete rewrite, specific changes not noted.
<b>H</b>	Complete rewrite to reduce redundant requirements with quality specifications and standard clauses and added Malpractice awareness section. Specific changes are not noted.
<b>I</b>	Not issued.
<b>J</b>	Page 7 “Appendix B” - Changed “requirements” to “suggested attributes” Page 8 Para. 1.1.(a) – Corrected VPAR Form number Page 12 Para. 3.1 – Revised wording for clarity; Para. 4.1 – Added changes that affect provisioning parts to definition of Design Changes Page 15 - Added Para. 6.4 (d) Page 20 Appendix A Para. 3.2 – Added new last sentence; Added new Para. 3.4.b).(3) - Identification of Country of Origin – Renumbered existing paragraphs Page 25 Appendix A Para. 8.3 Note – Corrected wording of the paragraph; Added new Para 8.2.e.) – Identification of Country of Origin – Renumbered existing paragraphs

Page 26 Appendix A Para. 8.3 e.) - Added parenthetical statement  
Page 27 Appendix B Para. 1.1 changed “requirements” to  
“guidelines”

**K** Page 7 - Added new last sentence  
Page 9 – Added Para. 2.2 (g)  
Page 13 - Added Para. 4.2 and 4.4, Para. 4.2 to 4.3, Para. 5.2  
added new last sentence  
Page 14 – Added Para. 5.3 (e), added last sentence to **Note**  
Page 16 – Added Para. 7.4  
Page 18 – Fixed EB zip code, Para. 10.1 note added  
Page 26 – Appendix A, Para. 9.0, added in its entirety  
Page 28 – Appendix B, Para. 2.5 grammatical correction  
Page 32 – Appendix C, Added **Purchaser** definition  
Page 34-35 – Appendix E added in its entirety

**L** Page 3 and 7 - Added new Sections 1.1 and 1.2.  
Page 6 - Added reference to Appendices C, D and E  
Page 8 – Added reference to SPARS electronic VIR application  
Page 9 - Added 2.2(h) to discuss ditto marks and arrows.  
Page 11- Revised 2.5 to allow record destruction after 7 years.  
Page 12 - Modified 3.1 to discuss applicable revisions  
Page 14 - Revised note for Level 1 material on-site audits  
Page 15 - Added new sentence to 5.6 to discuss furnace charts  
Page 17 - Clarified 8.1(a) to expand right of access to sub-tiers  
Page 18 –Added 8.2 to define System 21 Threaded Hole Inspection  
Page 20 - Added 10.3 to discuss internal audit frequency  
Page 25 - Added sentence to 7.0 to discuss furnace charts  
Page 34 - Modified definition of Malpractice

**M** Page 4 updated interchangeability statement.  
Page 8 added statement that supplier is responsible for full  
compliance with requirements of the Purchase Order and defined  
reference to NAVSEA 0948-LP-045-7010.  
Page 10 Para. 1.2 was updated to add reference to Standard  
Clause 60-11E and EB2P756 OR.  
Page 11 Para. 1.3 (b) added reference to SPARS Electronic VIR  
application.  
Page 14 Para. 2.5 was revised to require the supplier to notify the  
procuring activity before destruction of records.  
Pages 14 and 15 Para. 2.7 was revised to align the requirements  
for Electronic Signature with STR-ISO 9000 Supplement A,  
Revision 3.  
Page 15 and 16 Added new Para. 2.8 to address documentation for  
Newport News procured materials.  
Page 17 Para. 3.1 added reference to Standard Clause 60-11E.

Page 21 Added new Para 7.1 to address weld repairs of base materials.

Page 24 Added Note for Newport News Shipbuilding procured materials to forward Letters of Advisement to the addresses listed in Para 2.8.2.

Page 31 Updated requirements for over stamping of Certifications and Test Reports for Level I material with altered mechanical properties.

Page 33 Updated Para. 8.3.g to clarify requirements for marking kind of material on Level I fasteners.

Page 40 Appendix C added “or procedures” to the definition of Malpractice.

- N**
- Page 7, Added bullet for ISO 9001 Quality Management System
  - Page 9, Added Appendix F
  - Page 11. Added to Para. 1.3.(b) “upgrade of material from a commercial specification to military specification”
  - Page 16, Added See Reference 9.3 and Appendix F
  - Page 21, Added Para. 7.6 for wedge testing
  - Page 22, Added Para. 9.3
  - Page 26, Updated Para. 4. “MATERIAL HANDLING/STORAGE” to provide guidance to meet 7010 requirements.
  - Page 28, Added “and shall be identified “Level I’ in letters that are legible and of sufficient size to be easily recognized” to meet 7010 Rev 3 requirements.
  - Page 42, Added Appendix F

**Note:**        **Lines “|” in the left hand margin indicate changes made by this revision.**

**EB/HII-NNS Use:**

Materials supplied in accordance with the Quality Control requirements of EB Spec 2678 Revision N are fully interchangeable with materials supplied to Revision M. All future procurements shall be to Revision N.

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## **OVERVIEW**

### **Requirements contained in this specification are non-deviational unless otherwise specified in the purchase order.**

This specification provides Quality Control requirements in addition to the basic quality requirements cited elsewhere in the purchase order. In all cases, the purchase order is the controlling document and takes precedence over all other documents; written, implied or specified. It is the responsibility of the supplier to transmit those portions of the purchase order that are applicable, including the substance of this specification to any and all sub-tier supplier's via a purchase order or some other contractual means. Verbal direction is not contractual and should be avoided.

The supplier is solely responsible for full compliance with all of the requirements of the Purchase Order, including the invoked warranty clauses contained in the Terms and Conditions.

Supplier's performing work or services in accordance with this specification shall establish and maintain a Quality System, which will assure the quality and adequacy of the item or service provided. A quality system refers to the activities carried out within an organization to satisfy the quality expectations of its customers. To ensure that a quality system is in place, the Purchaser and its customer may insist that the organization demonstrate that the quality system conforms to at least one of the following:

- ISO 9000 Quality System Models as modified by Supplemental Technical Requirements (STRs), (See Standard Clauses 60-5, 60-19 & 60-58)
- ISO 9001 Quality Management Systems as modified by Supplemental Technical Requirements (STRs), (See Standard Clauses 60-5, 60-19 & 60-58)
- MIL-I-45208 Inspection System Requirements
- MIL-Q-9858 Quality Program Requirements

**Appendix A** - outlines the quality assurance requirements for **Level I** material defined and specified in NAVSEA 0948-LP-045-7010. **Level I** material is identified as **Level I** on the drawing, or in the purchase order. Where reference is made to NAVSEA 0948-LP-045-7010, or NAVSEA 0900-070-6010, the Material Identification and Control requirements of these documents are contained in Appendix A of this document. Suppliers are not required to obtain a copy of NAVSEA 0948\_LP-045-7010, or NAVSEA 0900-070-6010 for the purpose of defining the Material Control requirements for Level I materials.



**Appendix B** – Discusses suggested attributes of a Fraud & Falsification and Malpractice Prevention Program. Suppliers are required by the terms and conditions of the purchaser’s contract to comply with local laws and regulations during performance of work (Reference General Terms and Conditions clauses 9, 42 and 43). To assure compliance with the laws governing fraud, falsification and the like (such as US Code Title 18, Part I, CH 47, Sec. 1001) it is recommended that all Suppliers, including their sub-tier Suppliers implement a fraud & falsification and malpractice prevention program.

**Appendix C** – provides a glossary of terms and their definition.

**Appendix D** – provides an example of a Malpractice Notice suitable for posting.

**Appendix E** – provides supplemental requirements for Forging operations

**Appendix F** – provides guidance on Letter of Advisement (LOA)

## 1.0 **REQUIREMENTS**

### 1.1 **Order of Precedence**

In the event of any inconsistency in the ordering data, the inconsistency shall be resolved by giving precedence in the following order:

1. The Purchase Order (PO)
2. Duly authorized VIRs (Vendor Information Requests) or PO Supplement.
3. The Drawing
4. Component Specification (e.g. EB or Customer Specification)
5. Primary Reference Specification and Standards (e.g. Military and Federal Specifications)
6. Sub-tier Specifications (e.g. Commercial Specifications)

If any discrepancy, differences or conflict exist between the ordering data and the drawings and specifications or between the drawings and specifications; a VIR is to be submitted to resolve the conflict, and the seller shall not proceed except at its own risk.

### 1.2 **Specification Effectivity**

When sub-tier specifications are invoked in the primary document: (i.e., the drawing or specification listed in the purchase order references sub-tier specifications and the revisions are not indicated) the revision in effect is the latest revision issued prior to the "Effective Date" as indicated in the purchase order. For example, if the Effective Date listed in standard clause 60-11C is 04/30/87 then the latest revision, including amendments, of the specification issued prior to 04/30/87 would be in effect. Requests to use earlier or later revisions of the sub-tier specifications must be submitted on a VIR. If the Effective Date is not given in the purchase order then the invitation to bid date is considered the specifications Effective Date or revision level allowed by EB2P756, or EB2P756 OR. The invitation to bid date is the Effective Date for sub-tier specifications when no 60-11 series standard clauses are invoked. When standard clause 60-11D or 60-11E is invoked the effective revisions of invoked specifications shall be determined by utilizing EB2P756 file and standard clause 60-11D requirements, or EB2P756 OR and standard clause 60-11E. (Also see Paragraph 3.1)

**Note:** The Effectivity Date is not applicable to the primary document if the revision is specified in the purchase order. This note is not applicable to orders which have standard clause 60-11D, or 60-11E invoked as this clause pertains to allowable primary and sub-tier specification revisions.

### 1.3 Forms

- a) **Vendor Information Requests (VIR)** - EB Form 84-01-2205, HII-NNS Form 3409 or SPARS Electronic VIR application (EBVIR2)

Requests for interpretation or clarification of any purchase order requirements, changes to drawings or specifications, and/or requests for acceptance of a non-conforming conditions and repair welding authorizations (when required) shall be submitted on a VIR.

Copies of each VIR submitted against the item being offered for delivery shall be included in the certification data package, which accompanies the item.

For items accepted at source inspection, the copies shall be provided to the source inspector for review when the items are presented for source inspection.

- b) **Vendor Procedure Approval Request (VPAR)** – EB Form 84-01-2974, HII-NNS equivalent, SPARS Electronic VIR application (EBVIR2)

All NDT (LP, MP, UT, VT, RT), Alloy Identity, Welding and Brazing (production and repair) and special processes (e.g. forging, 1<sup>st</sup> article, upgrade of material from a commercial specification to military specification) must be performed in accordance with approved written procedures. These procedures shall be submitted to the purchaser for approval on a VPAR. This VPAR shall be submitted and approved **prior to** performance of the applicable task. Failure to comply will be cause for rejection.

- c) **Supplier Corrective Action Report (SCAR)** - EB Form 84-00-4496 or HII-NNS equivalent.

Nonconformance considered by the purchaser to be significant or systemic are recorded on a Supplier Corrective Action Form (SCAR). SCARs are written to obtain root cause(s), corrective action(s) and preventive action(s) from the supplier. SCARs must be answered within the time frame specified within the SCAR. Extensions to the specified due date may be requested.

## 2.0 DOCUMENTATION / OFFICIAL RECORDS

### 2.1 Official records

Official records are records that substantiate conformance to contractual requirements, including data entered into automated systems. All entries on official records shall be legible and documented with an instrument that provides a permanent record (e.g. ink pen). Authorized personnel signing

official records shall be designated in writing by the supplier. This authority may be granted by title or name. (e.g., QC Manager, Chief Metallurgist, Mr. John Doe, etc.)

## 2.2 Documentation

- a) Signatures / Initials / Badge Numbers / Inspection stamps on official records are verification that the action identified has been performed in accordance with requirements and the results are as recorded.
- b) Certifications shall be based on personal observations, other certified records, or direct reports from assigned personnel. Original raw inspection data sheets shall be retained when data are transcribed or summed on other forms.
- c) When a person, other than the one who performs the inspection or test activity, signs a quality document, they must indicate for whom they are signing (e.g. J.W. Brown (signature) for D.W. Smith (printed)).
- d) Material certification data (chemical analysis, mechanical and physical testing) must be recorded on the testing company's letterhead and shall bear the name, title, and signature of the authorized company representative. Certification data supplied to the Purchaser shall be either the original mill certification, original certification from the testing facility or exact photocopies of the original certifications.
- e) The suppliers may provide a test report under their letterhead listing the results of all tests performed provided copies of the original testing results on testing activity letterhead are also included. In such cases, the Supplier's report shall clearly denote that the data is transcribed data.
- f) Statements on certification documents must be positive and unqualified. Words such as "To the best of our knowledge" or "We believe the information contained herein is true" are not acceptable.
- g) The supplier is required, unless permission is granted in writing via a VIR or supplement to the purchase order, to use the same unit of measurement as specified in the technical data package when reporting inspection and acceptance data.
- h) The use of ditto marks and continuation arrows are not acceptable for repeated data, initials or signatures.

### 2.3 Corrections to Documents

#### **Note:**

**Quantitative or semi-quantitative data cannot be altered on another organization's quality document.**

- a) Corrections to official records shall be made by drawing a single line through the incorrect entry. Corrections to official records should be made by the person who made the original entry, a supervisor, or person assigned by the supervisor and must be initialed and dated in permanent ink. The original entry must remain legible. Erasure or other obliteration of information on official records is prohibited.
- b) When additional information is added it shall be initialed and dated.
- c) When a document is retyped, in portion or completely, to correct or add information, it shall be identified as a **“CORRECTED COPY”** and all changes shall be identified (e.g. \*). The document shall be resigned and dated. The original date shall remain.

### 2.4 Record Retention

- a) All test and inspection records including radiographs, furnace charts of heat treatment (unless otherwise noted in the purchase order), radiographic records, and reports of nonconformances, applicable to material supplied to the purchaser shall be retained by the supplier. These records shall include verification that all required inspections and tests have been accomplished with satisfactory results by a qualified individual.
- b) Test records shall be retained for a **period of seven years** after completion of the last item of the contract. (See Paragraph 2.5)
- c) Where work is performed under continuing contracts or on other than a contractual basis, these records shall be retained for seven years from the date the work was performed.
- d) Records shall be made available to the purchaser within 36 hours upon request. When requested, the supplier shall provide objective quality evidence that the item, material, or service used in the performance of this order is in full compliance with the appropriate specifications and indicated revisions.

## 2.5 Destruction of Records

At the end of the seven year retention period, as discussed in Paragraph 2.4 (b)), the supplier shall contact the Supplier Quality Department of the procuring activity for instructions. Destruction of test, inspection, Quality records, and objective quality evidence must be approved by the procuring activity.

## 2.6 Electronic Data Retention

Record retention periods also apply to electronic records. Records generated and maintained in the supplier's information systems or equipment (including mainframe, mini, and microcomputer/storage systems/cloud storage) are to be periodically reviewed by appropriate information owners and/or custodians to ensure that record management requirements (i.e. controlled access, password protection and backup protection) are being met.

## 2.7 Electronic Signatures

The electronic signature is equivalent to a person's handwritten signature. It indicates approval of a certification of information or action(s) in the same manner as pen-and-ink signature.

### a.) **Electronic Identification**

The electronic identification is an electronic means of identifying a signer of an electronic record, document transaction, or instrument. It is unique and attributable to only one person. 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.

### b.) **Electronic Signature Process Controls**

The controls for the electronic signature process shall provide:

2.7.2.1. The signer must take a distinct action to "sign" electronically.

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

2.7.2.3. A means to identify the electronic signer by name on the electronic paper version of the document and be maintained for the retention life of the electronic record.

2.7.2.4. Preservation of unauthorized access to electronic identifications.

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

2.7.2.6. Reviews to ensure proper use of electronic signatures.

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

2.7.2.8. 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.

c.) **Electronic Signature Flow Down to Sub-Tier Suppliers and Sub-Contractors**

2.7.3.1. It is the supplier's responsibility for implementation of Electronic Signature at sub-tier suppliers and sub-contractors.

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

2.7.3.3. It is the supplier's responsibility to ensure that their suppliers or sub-contractors have a policy 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.

**2.8 Documentation in Support of Huntington Ingalls Industries - Newport News Shipbuilding Purchase Orders**

a.) For Purchase Orders that originate from Newport News Shipbuilding, 4101 Washington Ave, Newport News, VA, 23607, the supplier is requested to forward all VIRs, Unapproved Documentation and Deliverables identified herein:

2.8.1 Purchase Orders whose Line Item "Material Group" is identified as CM-I, CM-000, CM (-), CN-A, or CM-FAC:

Department E89, BLDG 600/1  
Attn: Software Coordinator

2.8.2 All other Purchase Orders Line Items:

Department E45 (VCS), BLDG 600/2  
Attn: Software Coordinator

Documentation deliverables previously approved shall be provided as part of the hardware deliverables.

b.) Letters of Advisement

Letters of Advisement for nonconformities or latent defects for materials procured by Newport News Shipbuilding shall be sent to the following (See Paragraph 9.3 and Appendix F):

Manager of Supplier Quality  
Procurement  
Departments 005  
Building 872-2  
4101 Washington Avenue  
Newport News, VA 23607

Director of Supply Chain  
Department 051  
4101 Washington Avenue  
Newport News, VA 23607

### **3.0 DRAWING AND DOCUMENT CONTROL**

- 3.1 The Purchaser does not, in all cases, procure to the latest revision of the specification or approved drawing. The required revision is that revision specified in the purchase order, unless Standard Clause 60-11D or 60-11E is invoked (See Paragraph 1.2). The Supplier is not to assume that a replacement specification identified in a "Cancellation Notice" is equivalent or better than the cancelled specification. Specification cancellation notices do not modify the PO. If the supplier intends to deviate from the invoked revision, permission must be obtained from the purchaser via a Vendor Information Request (VIR).
- 3.2 Supplier drawings or sub-tier Supplier forging sketches may be required to be submitted to the purchaser for review and approval. When working to approved drawings, all proposed changes to these drawings must be submitted to the purchaser for approval on a VIR prior to use. The supplier assumes all responsibility when work is performed to unapproved drawings.



#### **4.0 DESIGN CHANGES**

- 4.1 Any changes to the design of an item or to a service being procured by the purchase order must be submitted on a VIR for Purchaser review and approval. Design change is defined to mean changes to any of the following:
- Drawings approved by the Purchaser or Government
  - Specifications listed on documents issued or approved by the Purchaser or Government
  - Inspection systems
  - Reliability
  - Safety
  - Weight
  - Materials or special requirements
  - Unusual inspection or test procedures or equipment
  - Any special revision or model identification whether specified in the Purchase Order, or referenced document.
  - Any change that could affect interchangeability (Fit, Form, Function)
  - Change to approved manufacturing processes or procedures (1<sup>st</sup> Article tests, forging sketches, test specimen locations, etc.).
  - Any change that affects provisioning parts procured as onboard repair parts, shore based spares, or any part procured as a construction spare part.
- 4.2 The purchaser shall be notified via a VIR of any modifications to dies/patterns/ process tooling which will affect the dimensions of the product. The supplier shall submit a thorough product inspection report of all related dimensions and the reason for the change to the attention of the purchaser.
- 4.3 Where commercial brand names or names of specific manufacturers are specified in the purchase order together with terms such as "similar to" and "or equal", such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Supplier's request when submitted with justification on VIR offering equal products will be considered for approval.
- 4.4 If the product or procedures specified have been approved by the Purchaser or the Government to qualify the product and to permit the supplier to become a qualified source for the product, the supplier may not change the process, material, material sources or procedure without prior approval by the purchaser via a VIR or VPAR.

## 5.0 MATERIAL CONTROL

- 5.1 Material identified as **Level I** shall be controlled in accordance with the requirements herein and in **Appendix A**.
- 5.2 The supplier shall perform or have performed all necessary inspections and tests to ensure that the material procured from lower-tier suppliers conform to all requirements. Inspections, tests, and/or certifications from activities, other than the Suppliers, do not relieve Suppliers of their responsibility to furnish material/services in full compliance with all purchase order requirements. Inspection data with inspection results supporting the certificate of conformance shall be maintained.
- 5.3 The degree of control of sub-tier suppliers shall be dependent on the complexity of the item being purchased, material level, and the subtiers quality performance record. Control shall be maintained by one or more of the following:
  - a) Conducting quality audits and source inspections at the subtier facility.
  - b) Performing chemical and mechanical testing, on a sample basis, to confirm reported results on test reports.
  - c) Performing generic alloy identity tests, on a sample basis, to assure the proper alloy is being supplied.
  - d) Utilizing supplier receipt inspection history.
  - e) The seller shall ensure that their sub-tier suppliers are capable of attaining and maintaining a quality system acceptable to the purchaser for supplies and services covered by the purchase order. Records of sub-tier supplier's performance shall be maintained and available for review by the purchaser as necessary. The product quality program of the seller shall contain necessary provisions for surveillance of the sub-tier supplier product quality activities to assure satisfactory performance.
- 5.4 Items or material requiring traceability to Objective Quality Evidence (OQE) shall be stored and processed such that positive identity is maintained. Each piece of material shall be individually and permanently identified. During in process manufacturing and storage when individual marking is not practical totes, bags, or boxes identified properly and accompanied by a properly identified process traveler, are a suitable alternative to permanent marking, provided the identity is maintained at all times.
- 5.5 Unless the purchase order specifically identifies the area where permanent marking on an item should be applied, it shall be marked in an area that is readily accessible and unlikely to be obliterated during installation.
- 5.6 When material is worked or heat treated, resulting in changes to its mechanical properties, the mechanical properties shall be re-determined and the material shall be uniquely re-identified to provide traceability to the

final heat treatment and mechanical properties certified for that material. Furnace charts shall be retained by the supplier, unless otherwise specified, as OQE for audit purposes.

- 5.7 Unless specifically authorized in the purchase order, only seamless pipe and tubing shall be used in items/components supplied. The Supplier's material control system must assure that seamed pipe and tubing is controlled such that it cannot be mixed with seamless pipe and tubing. This material control requirement must be passed on to the supplier's mill or distribution sources and sub-tier suppliers.
- 5.8 Permanent marking methods shall be in accordance with MIL-STD-792.
- 5.9 Refer to the applicable DFAR clauses in the terms and conditions of the Purchase Order for restrictions on the use of foreign material.

## **6.0 NON-CONFORMING MATERIAL CONTROL**

- 6.1 If, in the Supplier's opinion, nonconforming material cannot be reworked to conform to the purchase order requirements, but is thought to be usable, the supplier may submit a VIR for purchaser approval. The VIR shall include a complete description of the nonconformance, quantity affected, proposed repair (as applicable), technical justification for acceptance, and the over-riding benefit to the Purchaser for acceptance of the nonconformance. The cause and corrective action shall also be addressed, including action taken to prevent recurrence.
- 6.2 The acceptance of nonconforming materials by the Purchaser for a specific order or prior orders does not relieve Suppliers of their obligation to furnish all remaining items or material on the order, in strict conformance to all requirements. Any acceptance of a nonconformance will not serve as a waiver of requirements or establish a precedence for performance, regarding subsequent deliveries under current or future orders.
- 6.3 The supplier shall inform the Purchaser during source inspection and prior to shipment of material of any and all nonconforming conditions and provide evidence of purchaser acceptance (VIR) of such conditions prior to offering material for delivery.
- 6.4 Where the supplier has design authority for the item with the nonconformance, and the nonconformance is a departure from a Supplier's shop or detail drawing, and this drawing is not subject to Purchaser approval, the Supplier shall conduct internal material review action to determine product adequacy, provided all of the conditions below are met. In these instances, purchaser approval of the material review decision is not required.

- a) The internal material review process is conducted by duly appointed representatives of the Supplier's Quality and Engineering organizations and other Supplier personnel necessary to determine product adequacy.
- b) The nonconformance does not constitute a design change as defined in Section 4.0 of this specification.
- c) Records of the nonconformance and the corrective action(s) assigned are retained).
- d) The nonconformance does not impact provisioning parts procured as onboard repair parts, shore based spare parts, or parts procured as a construction spare part.

## **7.0 MANUFACTURING AND SPECIAL PROCESSES**

- 7.1 All Repair Welding of Base Materials shall be accomplished in accordance with EB Specification 4186.
- 7.2 Repair welding, bonding, or impregnation in excess of that permitted by the basic material specification will not be allowed without prior approval by the Purchaser on a VIR.
- 7.3 When a procedure is required by the purchase order for special processes (e.g. NDT, forging sketches, 1<sup>st</sup> Article tests, etc.) or for welding (production or repair) the procedure shall be submitted to the purchaser on a VPAR for approval. This VPAR shall be submitted and approved **prior to** performance of the applicable task. Failure to comply will be cause for rejection.
- 7.4 When radiography is required, the supplier shall review (or have reviewed by a qualified individual) and approve all RT films whether RT was performed by supplier or a sub-tier supplier. The Purchaser's approval of the film must be obtained prior to shipment of the item unless authorization to the contrary has been previously granted in writing. Film submitted for approval, including film for all weld repair cycles shall be forwarded to the Purchaser, unless reviewed by the Purchaser's Representative on site. When noted in the purchase order, the film will become the property of the Purchaser. Once approved, this film will be maintained on file at the Purchaser's facility.
- 7.5 Forging suppliers may qualify to be listed on the Approved Forging Supplier List to manufacture products for ultimate delivery to the purchaser. See Appendix E for supplemental requirements for approved forging suppliers.

- 7.6 Wedge testing performed in accordance with ASTM F606 shall utilize wedge test samples specified by section 3.5.1 of ASTM F606/F606M-16.
- a.) Section 3.5.1 specifically reads: “Product specification the bolts that have been the proof load-tested in accordance with method 1 (3.2.3) or method 3 (3.2.5) may be used for wedge testing. Fasteners that have been yield strength tested utilizing either method 2 (3.2.4) or method 2A (3.2.4.1) shall not be reused for wedge testing.”

## **8.0 INSPECTION**

### **8.1 Inspection at Supplier's Plant**

- a.) The Purchaser or Government reserves the right to audit processes and systems and to verify the conformance of the item(s) and services to the purchase order at any location including sub-tier suppliers at any stage of development or manufacture.
- b.) The Supplier shall provide assistance to the Purchaser’s or Government’s representative during source inspection, audits, or other activities as may be specified by contract. This will include, but not be limited, to the following:
- (1) Cooperation in establishing dates and times of visits to the plant facilities.
  - (2) Providing requested information, documents, and escorts during audits, surveys, and shop inspections or tours.
  - (3) Providing calibrated M&TE to the Purchaser and/or Government representatives to check product compliance.

### **8.2 System 21 Inspection Requirements for Threaded Holes**

Tapped holes and fabricated internal threads shall be IAW System 21 criteria per FED-STD-H28/20B. Inspection shall include use of appropriate size threaded internal functional, fixed limit Go/No Go gages to verify the final tapped hole thread form. In addition, Go/No Go cylindrical plug gages shall be used to ensure the threaded hole meets the minor diameter requirements of the threaded hole. Use of an inside micrometer or Intrimik to measure the thread minor diameter in lieu of a cylindrical plug gage is acceptable, but not required.

#### **Note:**

Insert threaded Go gage to full thread depth. Insert plain cylindrical plug Go gage to full depth. No Go thread plug gage shall not enter more than 3 turns. Verify that the number of complete threads meet drawing requirements.

100% inspection of each threaded (tapped) hole shall be performed on items that are specifically identified as requiring System 21 thread inspection on the Electric Boat or Huntington Ingalls Industries – Newport News Shipbuilding drawings or via purchase orders on items that are identified as “Level I and SMC CAT: 1”. All other applications may be sample inspected, unless otherwise specified by the applicable drawing.

The inspection records shall document accomplishment of the inspection of the threaded (tapped) holes and retained on file. No special OQE is required to be supplied to Electric Boat or Huntington Ingalls Industries – Newport News Shipbuilding. The supplier’s Certification of Conformance (signifying that the material complies with the Purchase Order, Specification, and Drawing Requirements) is considered to adequately document accomplishment of this inspection.

## **9.0 CORRECTIVE ACTION SYSTEM**

9.1 The Supplier must establish and maintain a Corrective Action Reporting System in accordance with the invoked quality requirements. In addition to non-conformances that have an assignable cause, a Corrective Action Report must be issued to internal activities or external suppliers when the following non-conformances are found:

- a) Loss of material traceability or incorrect material.
- b) Loss of test records or failure to perform tests.
- c) Any nonconformance that becomes repetitive and demonstrates a trend.

9.2 The Corrective Action Reporting System must describe the nonconformance, establish the root cause, describe the immediate corrective action and the permanent preventive actions taken to preclude recurrence in the future, and assign individual responsibility to correct the root cause. Pertinent documentation shall be maintained by the Supplier and made available for review by the Purchaser upon request.

9.3 The supplier shall provide to the Purchaser’s agent (Buyer) immediate informal notification (i.e. phone call or email) with confirmed receipt (i.e verbal acknowledgment or email response by the purchaser) within 24 hours of discovery of any non-conformance or latent defect discovered after delivery to the Purchaser. A formal Letter of Advisement (LOA) is required to be sent to the purchaser (EB, NNS, or other purchaser which contractually invokes this specification) following immediate notifications, and no informal means of notification shall be substituted for a formal LOA. The LOA is required for all non-conformances applicable to the purchaser’s material regardless if the non-conformance or latent defect is discovered from a Purchaser’s audit, EB, NNS, DCMA, BPMI, or the Supplier’s own audit program, or by some other means. Additional directions and an LOA template are available in Appendix F.

## **10.0 AUDITS**

- 10.1 The supplier shall establish and maintain an internal quality audit program (See Appendix A, Section 9.0 for additional sub-tier audit requirements for Level I material suppliers). It is recommended that the supplier also establish and maintain an external (sub-tier) review and quality audit program. These programs shall be designed and implemented to determine compliance to purchase order requirements.
- 10.2 Both internal and external audits will be preplanned using a checklist of audit elements that are capable of determining if contract requirements can or are being satisfied. An audit report will document the level of compliance found during the audit. Nonconformance will be clearly documented on a Corrective Action Report with required follow-up actions sufficient to determine satisfactory resolution. Records of audits and corrective and preventive actions shall be maintained by the Supplier and made available for review by the Purchaser upon request.
- 10.3 The supplier shall audit their internal quality assurance program and the internal manufacture and/or process system on a frequency set by company policy to determine compliance to their quality program and the requirements established by this specification.

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### **LEVEL I - MATERIAL QUALITY ASSURANCE REQUIREMENTS**

#### **1.0 GENERAL**

- 1.1 The requirements listed below shall be used for Level I material in conjunction with the requirements in the body of this specification, MIL-I-45208, MIL-Q-9858, or one of the ISO Quality System Modules, as specified by the applicable contract or purchase order. When more stringent material Quality Assurance requirements are provided in the Purchaser's purchase order or component specification, they shall take precedence.
- 1.2 Suppliers shall have an effective quality program and a material control/identification system which comply with this specification and the requirements of the applicable procurement specifications or drawings and which will permit the collection and issuance of Objective Quality Evidence required to allow purchaser acceptance of materials and components.
- 1.3 Objective Quality Evidence (OQE) will be required for the material (separately furnished or within assemblies) identified as "Level I" in the list of materials in the basic design document or purchase order.
- 1.4 The manner in which required OQE is developed by the Supplier shall be controlled by a written procedure or procedures. These instructions shall be clear and concise. The OQE for the actual item being shipped shall be representative of the individual heat, batch, or lot as defined in the applicable specification and shall be in compliance with the invoked acceptance criteria. However, for continuous melt or continuous pour processes, the OQE shall be representative of the time period (as determined by the invoked specifications) during which the material was poured.

#### **2.0 QUALITY SYSTEM FLOWDOWN REQUIREMENTS**

Suppliers of Level I material shall have an effective quality system that complies with this specification and the requirements of the purchase order. Quality system requirements shall be established and maintained to assure that sub-tier Suppliers also have effective systems for controlling Level I material including traceability to OQE. The system shall assure that OQE is established and controlled in accordance with the requirements of this document. Special quality provisions, along with the applicable specifications and/or drawing requirements, shall be included in the purchase order to the sub-tier Supplier.



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### **3.0 MATERIAL CONTROL AND IDENTIFICATION**

#### **3.1 Procurement Control**

The supplier shall pass on the applicable requirements of this specification to their sub-tiers if the invoked drawings/specifications do not reflect the requirements contained herein.

#### **3.2 Purchase Order Review**

The Supplier's quality representative shall review Level I material purchase orders to sub-tier suppliers prior to placement to insure that the applicable purchaser's requirements are included. The preparer of a purchase order shall not review his/her own work. The purchase documents which include Level I material shall contain readily recognizable Level I identification.

#### **3.3 Receiving Inspection**

The supplier shall inspect Level I material at time of receipt from their sub-tier Suppliers, Processors, or Inspection Organizations to assure conformance to purchase order requirements and shall document the results.

#### **3.4 Certifications from Sub-Tier Suppliers**

- a.) The supplier shall obtain from sub-tier Suppliers a certification of quality conformance for all Level I material in addition to the required test reports. Unless otherwise specified, the certification as a minimum shall state that the material meets specification requirements.
- b.) Each test report and/or inspection report provided by the sub-tier Supplier shall be reviewed by the Supplier's Quality personnel prior to releasing the material to inventory. The following minimum requirements shall be verified during the review:
  - (1) Test reports are legible.
  - (2) Material is not from a prohibited source (certain foreign countries).
  - (3) The country of origin is readily identified, or has been annotated by the Supplier.
  - (4) Test results are compared with and comply with the specification and purchase order requirements.
  - (5) The type of tests and number of tests meet specification and purchase order requirements.

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- (6) Reports are identified with a unique traceability code that agrees with the material marking.
- (7) Test Reports provide the location of the test specimens, when applicable.
- (8) Reports are duly authorized/signed by the testing facility Representative and that the data is recorded on an official copy with the testing facilities' letterhead (See Paragraph 8.2).
- (9) Reports are reviewed to ensure no unauthorized changes, obliterations, corrections, and evidence of falsification.
- (10) The quantity given on the reports is consistent with the quantity of material actually received.
- (11) Material that has been heat treated is uniquely re-identified.
- (12) Dates of reports and signatures thereon agree with the sequence of processing by sub-tier supplier(s).

### 4.0 MATERIAL HANDLING/STORAGE

- 4.1 Material handling and storage procedures shall provide methods for controlling Level I material from receipt through issue, fabrication and installation.
- 4.2 Level I material that is awaiting or undergoing inspection or is in storage shall be physically segregated from non-Level I material as soon as possible to prevent comingling and unauthorized use. The method of segregation shall ensure that similar appearing material of different alloys and/or material conditions, grades or condition be segregated through physical separation unless readily differentiated by attributes such as size, or physical appearance.
- 4.3 Segregation may be accomplished by use of separate cages, racks, bins, shelves, boxes, or roped off areas. Storage areas for Level I material shall be distinctly identified and marked.
- 4.4 Material control tags and/or travelers marked "Level I" shall be used to positively identify material in transit to avoid unauthorized movement, comingling and improper use.
- 4.5 Staging of Level I material with other material is acceptable for a specific job or fabrication process, provided the Level I material is clearly marked as required and the material for the specific job or fabrication process is grouped together, identified by the job or process number, and segregated from material grouped for other processes or jobs.
- 4.6 Level I nonconforming material must be marked as "Level I" and be segregated from non-Level I nonconforming material. Separate pallets, boxes, or other containers are acceptable.

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- 4.7 The following provisions shall be made for Level I weld wire.
- 4.7.1 A separate cabinet shall be maintained for Level I weld wire.
  - 4.7.2 Cabinets containing Level I weld wire must be marked "Level I" in clear, discernible letters.
  - 4.7.3 The weld wire cabinet must be solid on all sides.
  - 4.7.4 Each tube/container must be marked "Level I" if it is stored in a Level I cabinet.
  - 4.7.5 Weld wire cabinets are to be locked.
  - 4.7.6 Welders must not have the key to the cabinet.
  - 4.7.7 Usable weld wire must be returned to locked cabinet nightly.
  - 4.7.8 Scrap short pieces/ stubs of weld wire must be disposed of in a way that they cannot be retrieved and used.

**5.0 MATERIAL TRACEABILITY**

- 5.1 The Supplier shall establish a Level I material traceability system that provides positive identity of the item throughout the manufacturing process including heat treatment, storage, and assembly operations. Each piece shall be physically marked or identified (i.e. bagged and/or tagged) with the traceability code. The method of marking used shall be at the discretion of the Supplier, provided it does not violate the requirements of MIL-STD-792. The marking shall be legible throughout the manufacturing process, including out sourced operations. Unless otherwise specified male fasteners are to be marked on the top of the head.
- 5.2 When material is worked or heat-treated, resulting in changes to its mechanical properties, the mechanical properties shall be re-determined and the material shall be uniquely re-identified to provide traceability to the final heat treatment and mechanical properties of material in its final condition.

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### 5.3 Material Traceability Marking

- a.) The traceability marking may consist of raw material heat number and a heat treat lot number (if applicable) or a unique trace code number that provides, through documentation, traceability back to the raw material heat number and heat treat lot number (when applicable). In all cases, the traceability marking utilized shall be unique in that given only the traceability marking, the supplier shall be able to provide all Objective Quality Evidence associated with the processing of that item, including heat treat.
- b.) When the marking on a part or piece of material will be removed by the manufacturing process, the marking shall be transferred to another location on the piece. If marking cannot be transferred to another location, it shall be restored after the completion of the operation. Items too small to mark or items that continually have their marking removed by the various manufacturing operations making it impractical to maintain, can be controlled by the use of totes, bags, and/or boxes identified with the proper traceability information provided the identity is maintained at all times.
- c.) In all cases, the accompanying paperwork (route sheet, traveler, etc.) shall indicate the proper traceability code and shall be identified "Level I" in letters that are legible and of sufficient size to be easily recognized. This paperwork shall also provide accountability throughout the manufacturing process (i.e., number of pieces cut, rejected, scrapped, tested, etc.).

**Note:**

**The above requirements for traceability of Level I material are also applicable to sub-tier suppliers.**

### 5.4 Loss of Traceability Marking

- a.) Items where the traceability marking is lost shall be considered nonconforming material until appropriate tests have been performed that can absolutely identify the heat from which the item was produced. This requirement is not applicable to items that are uniquely identifiable by their size, configuration and uniqueness of material.
- b.) The method of re-establishing traceability shall be approved by the purchaser for each incident where traceability is lost. This information shall be submitted on a VIR.

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### **6.0 RECORDS**

- 6.1 Permanent records shall be maintained that provide a clear and concise documentation trail from the starting material to the finished product and all intermediate process operations.
- 6.2 Each record shall identify the traceability code for the specific item to which it applies. The records shall include or refer to permanent records, which contain the actual processing parameters the product received during manufacturing or inspection. The records shall also show the results of all material testing, the identity of all material samples selected for testing (including retest samples when required), and the parent material from which the selection was made.
- 6.3 Component assembly records shall include the material traceability code of each part for which traceability is required.

### **7.0 HEAT TREATMENT**

Furnace charts shall identify the heat treater, the time of heat treatment, the heat treatment lot number, furnace identification, operation (e.g. temper, anneal, etc.) date, quantity, heat numbers, and item description. In addition, the autographic recorder rate (i.e., inches/hour) shall be annotated. Furnace charts shall be retained by the supplier, unless otherwise specified, as OQE for audit purposes. The material shall be uniquely re-identified to provide traceability to the final heat treatment and mechanical properties certified for the heat treated material.

### **8.0 FINISHED PRODUCT REQUIREMENTS**

#### **8.1 Generic Alloy Identity Testing**

- a. When generic alloy identity testing is specifically required by the purchase order or invoked specifications, the selected sample of parts shall be verified by a suitable nondestructive test to assure that material being provided or installed is of the specified metallurgical group. This test shall be performed by the first-tier Supplier or the Supplier who assembles the finished product in accordance with a procedure that is approved by the Purchaser.
- b. Parts shall be verified at time of final inspection, prior to shipment. However, Level I parts that are inaccessible after assembly shall be verified just prior to installation.
- c. The procedure utilized shall be capable of verifying all generic metallurgical groups of materials used in the Supplier's facility. Generic metallurgical groups are identified as follows:

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- (1) Steel
- (2) 300 Series Stainless Steel
- (3) 400 Series or 17-7PH or 17-4PH Stainless Steel
- (4) Monel (NiCu)
- (5) K-Monel (NiCuAl)
- (6) Copper Nickel (CuNi)
- (7) Inconel (NiCrFe), (NiCrMoCb)
- (8) Nickel Aluminum Bronze
- (9) Bronze
- (10) Brass
- (11) Copper
- (12) Bi-Metallic Weld
- (13) Cobalt Base Alloy
- (14) Silver Brazing Alloy
- (15) Titanium

- d. A record of the test and results shall be provided with the certification package.

**8.2 Test Records and Certifications provided to the Purchaser**

- a.) Suppliers shall provide total and complete traceability for all Level I material supplied, including Level I parts of assemblies and Level I parts of components. This traceability requires certified material test reports from the producer of the raw material (mill) which contains quantitative mechanical and chemical data (OQE).
- b.) Where the mechanical properties of the material have been altered by heat treatment or metal working processes, the material shall be uniquely re-identified, and the mechanical properties re-determined. The mill certification shall be accompanied by supplemental certification from the heat treatment or metal working facility. This supplemental certification shall contain quantitative data for the process performed.

Additionally, the original mill certification shall be overstamped and/or annotated to contain the following information:

Traceability Number/Code \_\_\_\_\_ is fabricated from raw material  
Heat No. / Heat-Treat No \_\_\_\_\_  
Date, Name and Signature of the Authorized Company Representative

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### Note:

**When applying overstamp or annotation to the certification report, no pertinent data shall be obliterated or rendered illegible. Certifications, or Test Reports for Level I materials where the Mechanical Properties have been altered, and are dated after September 1, 2014, will not be accepted by the Procuring Shipyard without the appropriate Overstamping.**

- c.) All chemical and mechanical test reports shall be supplied with a certification statement that indicates that the test reports represent the actual attributes of the items furnished for the Purchaser's purchase order, and that the test results are in full compliance with all applicable specification and order requirements.
- d.) In cases of foreign certifications, conversion of foreign language units of measure into U.S. units of measure shall be annotated on the furnished foreign certifications if space permits, or placed on an addendum in the same format as the foreign certification data. Such translation/conversion shall be identified as to origin with name, title, and signature of the authorized representative of the company making the translation/conversion.
- e.) In cases where the material was not produced by a domestic mill, or melt source, the country of origin shall be identified on the test report, or annotated by the Supplier. If the producer or melt source is a domestic source, the test report shall be clearly indicated as such, or annotated on the test report by the supplier as produced or melted by a domestic source (United States of America or its outlying areas).
- f.) In addition to the above requirements, other test reports required by the contract shall also comply in all respects with the ordering data and the invoked specification.

### 8.3 **Marking Requirements (Finished Product)**

- a.) Permanent marking is required on all Level I material, separately furnished or in assemblies. The supplier shall verify marking 100%. The permanent marking must provide the following information, listed in the order of precedence. Additional marking to that required below is permitted where required by the purchase order or specifications therein.

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- (1) The Kind of Material: The specific material designator in accordance with the purchase order.
- (2) Supplier Traceability Code - A code that provides positive traceability to the unique OQE of the piece of material including homogeneous heat, melt, or batch and inspection information. For continuous process material, the specific traceability provisions of applicable procurement specifications apply. Where specific traceability provisions are not contained in applicable procurement specifications for continuous process material, traceability to OQE representative of material supplied is required.
- (3) The Supplier's Name, Trademark or Symbol

**NOTE:**

**If all the marking cannot be applied due to space limitations, the Supplier shall request permission of the purchaser via a VIR of the marking that will be applied using the order of precedence above, and state the reason why all the markings cannot be applied.**

- b.) Those items that cannot have markings physically applied shall be packaged and the package labeled with all marking required. All items in the package must be in the same homogeneous lot. When removing any material from the package, all material must be labeled or tagged with all the markings on the package, unless being removed from the package for immediate installation.
- c.) Permanent marking is not required for small items included as part of the pressure boundary of a completed assembly (Level 1 fasteners excluded). However, certification statements relating these small items to objective quality evidence shall be provided.
- d.) All markings shall be legible. Marking shall be located as not to affect form, fit, or function of the item.
- e.) Marking shall be accessible to permit identification without disassembly, except for justifiable situations when alternative methods (e.g., tagging, assembly records, etc.) of identification shall be used to identify these materials.
- f.) Marking of fasteners manufactured from hardened material by vibro-etching or integral marking is permitted provided the marking is in an unstressed area.



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- g.) All Level 1 fasteners shall be marked with the kind of material, Supplier traceability code and manufacturer's name, trademark or symbol. In those cases where the fastener specification does not provide a kind of material, or material type, the material shall be marked either with the grade, as specified in the ordering data, or specification, or with the applicable Material Designator per Electric Boat Specification 3952, Material Designators, Marking Requirements.

### **9.0 EXTERNAL AUDITS**

#### **9.1 Suppliers of Level I Material**

- a.) If a sub-tier supplier is an approved Level I supplier by the Purchaser, an on-site audit is not required for that sub-tier supplier. (Also see Para 5.3)
- b.) The Level 1 supplier shall establish and maintain an external quality audit program for sub-tier suppliers. This program shall be designed and implemented to determine compliance to purchase order requirements.
- c.) All external audits will be pre-planned using a checklist of audit elements that are capable of determining if contract requirements can or are being satisfied. An audit report will document the level of compliance found during the audit. Non-conformances will be clearly documented with a supplier corrective action report and required follow-up actions sufficient to determine satisfactory resolution. Records of audits and corrective and preventive actions shall be maintained by the supplier and made available for review by the Purchaser upon request.

**Appendix B****Contract Compliance and  
Awareness of Malpractice Prevention****1.0 SCOPE**

- 1.1 The purpose of this appendix is to clarify business ethics and standards of conduct. These guidelines apply to all aspects of work performed by direct Supplier and their “sub-tier” Suppliers, including manufacturing, inspection, and services.
- 1.2 All Suppliers providing product or services to Electric Boat Corporation (EBC) are provided the General Dynamics “Blue Book”, titled Standards of Business Ethics and Conduct at time of initial purchase order placement. Within this booklet are various topics pertinent to ethics and standards of conduct while doing business with Electric Boat Corporation. Acceptance of purchaser orders and, by extension, acceptance of the business ethics and conduct contained with the Blue Book, signifies Supplier’s commitment to comply with purchase order (contractual) requirements.
- 1.3

**2.0 GENERAL**

- 2.1 Suppliers (management and employees) are contractually obligated to meet all purchase order requirements. Suppliers are required to inform sub-tier Supplier’s hired by the Supplier that they are likewise contractually obligated and expected to meet all purchase order requirements.
- 2.2 Suppliers and their sub-tiers Suppliers shall be aware and vigilant for Malpractice and Fraud and Falsification (F&F), as it affects contract compliance. All parties associated with product and services destined for ultimate delivery to the Purchaser must be aware that Malpractice or F&F are grave and serious matters. The act of Malpractice or F&F has the potential for severe and costly damages.
- 2.3 It is the responsibility of all parties to avoid the slightest possibility or appearance of impropriety or malpractice and to report known or suspected occurrences to the proper authorities (See 2.6). All personnel working within the program must be aware of malpractice and fraud & falsification, methods to eliminate potential situation, and Purchaser expectations of supplier’s, their employees, and subcontractors.

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- 2.4 Consequences of malpractice and fraud & falsification could involve functional failure of product in operation on land or at sea, causing loss of equipment and life. Consequences also include severe dollar lost to the Purchaser, the Government, and the Supplier due to lengthy investigations, possible disqualification from future contracts, production shutdown, and loss of employment. Acts of malpractice or fraud & falsification will result in purchase order contractual action and will also be subject to federal criminal prosecution for violation of law under Title 18 of the U.S. Code, Chapter 47, Section 1001.
- 2.5 Suppliers must ensure that employees and sub-tier suppliers are provided documentation and information necessary to perform assigned and contractual work correctly. Employees and sub-tier suppliers must follow established work procedures and contract documents to perform best possible effort in the program.
- 2.6 Any party aware of, or having reason to suspect, malpractice or fraud & falsification is obligated to report this violation anonymously or in person to:
- a.) Local Supervision or Management
  - b.) Purchaser Supervision or Management
  - c.) Purchaser Quality Representative
  - d.) Purchaser Buyer, or
  - e.) Department of Defense Hotline
    - Telephone (800) 424-9098
    - Website <http://www.dodig.osd.mil/hotline/hotline7.htm>
    - Email [hotline@dodig.osd.mil](mailto:hotline@dodig.osd.mil)
    - 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.
- 2.7 False allegations of malpractice and fraud & falsification are likewise serious matter and subject to federal investigation and prosecution. It is imperative that person making allegations be knowledgeable and truthful with the facts and not be with vindictive or spiteful intent.

**Appendix B****3.0 CONTRACT COMPLIANCE**

- 3.1 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 (Contract Compliance and Awareness of Malpractice Prevention) Appendix during new hire indoctrination.
  - b.) Annually provide refresher training to this (Contract Compliance and Awareness of Malpractice Prevention) Appendix for all employees.
  - c.) Appendix D 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 an awareness in audit requirements that auditors be alert for malpractice and F&F during internal and external quality audits.
  - f.) Perform periodic and independent overchecks of final inspections and testing.
  - g.) Alert all sub-tier suppliers of malpractice and F&F by passdown of this specification in supplier purchase orders.
  - h.) While performing on-site quality audits at sub-tier supplier's facilities, confirm and verify sub-tier awareness of malpractice prevention.

**4.0 EXAMPLES OF MALPRACTICE AND FRAUD & FALSIFICATION (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 assure the action was taken.
- Verifying performance of action based on hearsay, not personal observation.

**Appendix B**

- 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.

**Appendix C****GLOSSARY**

**Contract Compliance** – is meant to be “Verbatim compliance”, i.e., word for word compliance whether the requirement is in the written word or drawing form. Interpretations, assumptions, intentions, taking for granted, editorial or artistic license, exaggeration, partial or suppressed explanation or truth, the way it was done before, etc. do not satisfy verbatim contract compliance. Should corrections or modifications to the contract, drawings, specifications, ordering data, etc. be necessary, appropriate change documentation as described in the contract (purchase order) must be submitted and approvals obtained.

**Customer Representative** – Purchaser, Customer and/or Prime Contractor.

**Error** – when pertaining to compliance, I an unintentional mistake or deviation from accuracy pertaining to compliance. The key being that an error is not intentional.

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

**Generic Alloy Identification** - A broad identification of materials by simple, direct, or rapid analysis methods or a combination of methods (e.g., Color, Magnetic Properties Test, Acid Spot Tests, and Metal Comparator Tests). These tests are designed for simple screening and identification of materials by alloy family (as opposed to classification of specific alloys within a family).

**Government Representative** - In cases where MIL-I-45208 or MIL-Q-9858 specifies the “Government Representative” the supplier shall interpret that to include the issuer of the purchase order (i.e. the purchaser).

**Heat Number** - The numeric or alpha/numeric designator assigned to material, produced in a common batch or under a continuous pour process, by the activity that produces the material.

**Homogeneous Lot** - A group of like items that are produced in a common heat or batch, or are produced under a continuous cast or pour process with the same vendor traceability numbers, are of the same nominal size, and are received in a single shipment. For batch or continuous cast/pour processes, samples for chemical and mechanical properties shall be taken no less than once in every eight hours of operation. If additional production processes are utilized that alter the mechanical properties of the material (e.g., heat treat, cold or hot forge, extrusion), then all items of the same "heat number" and additionally processed under the same conditions at the same time shall be considered as a homogeneous lot.

**Identification** - The ability to show the required characteristics of a material.

## Appendix C

**Lot Number / Trace Code** - The numeric or alpha/numeric designator assigned to material when a process (i.e., heat treatment, hot forged, extrusion, etc.) alters the original mill source mechanical properties of the material.

**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.

**Material Lots** - Material lots are comprised of a number of associated items grouped collectively and sharing a common reference. For material requiring traceability, lots are referenced to one of the following:

**Production Lot** - Items that are grouped together by production process.

**Shipping Lot** - Items that are grouped together for transporting.

**Inspection Lot** - Items that are grouped together for inspection.

**Mechanical Properties** - The properties of a material that influence its elastic or inelastic behavior when force is applied, thereby indicating its suitability for mechanical applications (e.g., tensile strength, yield strength, elongation, hardness, etc.).

**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.

**Purchaser** - General Dynamics Electric Boat or Huntington Ingalls Industries - Newport News Shipbuilding

**Procurement Document (Purchase Order)** - A written agreement for the procurement of supplies or services that describes what is to be supplied and what requirements are to be met. This document takes precedence over all other documents; written, implied, or specified.

**Quantitative Chemical Analysis** - The determination of the exact concentration of the constituent elements present, in accordance with material specification requirements.

**Segregated Material** - Material collected together and separated from other material.

**Small Items** - Items that have a marking surface area less than 3/8 of an inch square.

**Sub-Tier Supplier** - Any organization that furnishes material or services in accordance with an issued purchase order to the Supplier.

**Supplier** - Any organization that furnishes material or service in accordance with an issued purchase order.

**Traceability** - A positive means of identifying material to its OQE.

**Appendix D**

# **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:

- a.) Company Supervision or Management
- b.) Purchaser Supervision or Management
- c.) Purchaser Quality Representative
- d.) Purchaser Buyer
- e.) Department of Defense Hotline
  - Telephone (800) 424-9098
  - Website  
<http://www.dodig.osd.mil/hotline/hotline7.htm>
  - Email [hotline@dodig.osd.mil](mailto:hotline@dodig.osd.mil)
  - 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**



**Appendix E****Supplemental Requirements for Forging Operations****1.0 GENERAL**

- 1.1 The Purchaser will make available the current approved list of forging suppliers.
- 1.2 When providing forgings or forgings in an assembly, suppliers shall utilize only the forging suppliers listed on the Purchaser's Approved Forging Supplier List.
- 1.3 A supplier utilizing a forging supplier other than one currently approved must submit a VIR to the purchaser requesting approval of the selected forging supplier. An evaluation will be performed, the VIR answered, and, if satisfactory, the forging supplier will be added to the Approved Forging Supplier List.

**2.0 FORGING SUPPLIER REQUIREMENTS**

- 2.1 In addition to, or in conjunction with, testing required elsewhere in the purchase order, suppliers shall invoke the following requirements on orders for forgings from an approved forging supplier:
  - a) Subsequent to forging (and heat treat if performed), material must be physically re-identified with a unique traceability identification to distinguish the revised properties from the original heat number traceability.
  - b) Obtain and test mechanical test samples as required in the purchase order, applicable material specification, modification for the material specification, and/or approved forging drawing. Test samples to be physically identified with the forging traceability number.
  - c) The forging supplier shall maintain the mechanical test specimens, and their respective test results, as objective quality evidence, subject to audit and further analysis by the purchaser.
  - d) Retention of records and specimens shall be in accordance with paragraph 2.4 of EB2678.
  - e) The material test report for the original heat number must be annotated to reflect the assigned heat/lot number or unique traceability identity number (IAW paragraph 2.2 of EB2678).
  - f) Chemical and mechanical test report submittal to the purchaser shall be in accordance with the requirements contained elsewhere in the Purchase Order.

**Appendix F****Letter of Advisement (LOA) Guidelines**

The LOA shall be on company letterhead and contain, at a minimum, the following:

- Problem Statement - A description of the deficient condition(s)
- Part number(s) impacted
- All Purchaser POs, line items affected (please note if POs and line items affected is a preliminary list and include an estimated completion date to bound POs and line items)

The LOA should also contain the following information if readily available and obtaining such information shall not delay the initial submittal of the LOA:

- Root cause (please note if root cause is preliminary)
- Corrective and/or or preventative action (include any actions with ECDs required to bound issue)
- The logic or manner by which the problem was bounded, or actions being taken to bound the problem.
- Recommendation (please note if recommendation is based on preliminary data and provide ECD for final recommendation)

Foreign Suppliers shall transmit LOAs via the General Dynamics e-Supply Network (GD-ESN)

Contact NNS Buyer for how to transmit to NNS from foreign suppliers.

For domestic Suppliers, the LOA shall be sent by letter, email, or VTDX (FOUO and NOFORN), at a minimum, to the Purchaser's Agent (Buyer) and the following:

**For materials procured by EB:**

Director of General Procurement  
Department 330  
75 Eastern Point Rd.  
Groton, CT 06340

**or, if applicable** →

Director of Subcontracts  
Department 330  
75 Eastern Point Rd.  
Groton, CT 06340

**and**

Director of Supplier Quality Engineering  
Department 323  
75 Eastern Point Rd.  
Groton, CT 06340

**Appendix F**

**For materials procured by NNS:**

Manager of Supplier Quality Procurement  
 Department 005  
 Building 872-2  
 4101 Washington Avenue  
 Newport News, VA 23607

**and**

Director of Supply Chain  
 Department 051  
 4101 Washington Avenue  
 Newport News, VA 23607

Please attempt to send a digital copy via VTDX, or email (if not FOUO or NOFORN) before using the US Postal Service. It is advisable to send a digital copy of the LOA to the Purchaser’s Supplier Quality cognizant engineer, also to ensure receipt.

**Letter of Advisement (LOA) Template Format on Company Letter Head**

To: \*See Note 1  
 Electric Boat Corporation (or Huntington Ingalls -Newport News Shipbuilding)

To: Director of Supplier Quality  
 Electric Boat Corporation (or Huntington Ingalls -Newport News Shipbuilding)

Subject: Letter of Advisement for Non-conformance – Note 2

To whom it may concern,

**ISSUE(S)**

We have identified that the following issue(s) impact material previously delivered to Electric Boat:

- Describe issue #1
- Describe issue #2 (if applicable)
- Etc.

The following PO Line Item(s) are impacted by the noted deficiency(ies) and have been delivered to the Purchaser:

<b>Table 1: Material Delivered to Purchaser</b>				
PO	Line Item	Part Number	Serial Number or MIC Number	Description

\*See Note 3

**Appendix F**

This (These) issue(s) also impact(s) material not delivered to the Purchaser and Vendor Information Request(s) has (have) has been submitted for disposition:

<b>Table 2: Material Not Delivered to Purchaser</b>					
VIR Number	PO	Line Item	Part Number	Serial Number or MIC Number	Description

\*See Note 4

This issue also impacts (or does not impact) material delivered to EB/HII-NNS, or the Navy submarine procurement activities. These customers have been notified. \*See Note 5

**TECHNICAL EVALUATION**

Provide the technical evaluation.

**ROOT CAUSE(S)**

The (preliminary) root cause(s) is (are) (describe root cause). \*See Note 6

**CORRECTIVE AND PREVENTATIVE ACTIONS**

We identified the following corrective/preventative actions with estimated completion dates (ECD):\*See Note 6

- Corrective/Preventative Action #1 “described” ECD mm/dd/yyyy or completed.
- Corrective/Preventative Action #2 “described” ECD mm/dd/yyyy or completed.
- Etc.

**RECOMMENDATION AND JUSTIFICATION**

We recommend that the Purchaser (provide recommendation with justification). \*See Note 7

Sincerely,

\_\_\_\_\_  
 Signature with date  
 Printed Name, Title

## Appendix F

### Notes:

- 1 Address to Director of Subcontracts or Director of General Procurement based on direction from the cognizant Purchaser's Buyer.
- 2 General Description of issue or issue(s). Examples are "incorrect material property test", "not manufactured in accordance with requirement", and etc.
- 3 If full list is not known at time of submittal, please provide an ECD when it will be available. Table information can be submitted as an attachment to LOA.
- 4 VIR Statement may be removed if not applicable. If information is not known at time of submittal, provide an ECD when it will be available.

For example: "This (These) issue(s) also impact(s) material not delivered to Purchaser and Vendor Information Request(s) will be submitted to the Purchaser by mm/dd/yyyy"

- 5 Statement should be made if positive or negative. If not known at time of submittal then state as such and provide an ECD when it will be available. Examples of Navy submarine procurement activities are NAVICP, DLA, and BPMI.
- 6 If root causes and corrective actions are not known at time of submittal, please provide an ECD when it will be available. Also, note if recommendation is based on preliminary data and provide ECD for final recommendation. This information should be submitted later as a supplement to the LOA so as not to delay the initial issuance of the LOA.
- 7 Examples of recommendation:
  - "Recommend accept as is"
  - "Recommend replace material within X years due to service life concerns."
  - "Recommend immediate replacement of material."
  - "Evaluation is incomplete, recommendation will be submitted to the Purchaser by mm/dd/yyyy"
  - Etc.