

GENERAL DYNAMICS

Ordnance and Tactical Systems

Weapons Systems Supplier Quality Requirements Site 21-Quality – Williston VT / Saco ME

Quality Clause	Revision	Phase In Date
Q133	0	04/03/2019

Q133–Counterfeit Parts Prevention: Procurement

Requirements

This clause applies to all parts and material delivered under this purchase order that are the lowest level of separately identifiable items, including but not limited to fasteners and Electrical, Electric and Electromechanical (EEE) components. “Counterfeit” includes parts and material that is misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved parts and/or material that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

With specific regard to electronic components, Seller shall establish and maintain an acceptable counterfeit electronic part detection avoidance system as defined in DFARS 252.246-7007. Sources of supply for electronic parts shall comply with DFARS 252.246-7008.

All purchased material included in assemblies and subassemblies being delivered per this order must have been procured by the seller directly from either the manufacturer of the item(s) or an authorized distributor of the manufacturer of the item(s). A Certificate of Conformance (CoC) and a method of item traceability shall be retained for each component. These documents shall be retained per the records retention requirements directed elsewhere within this order and made available upon request.

Seller shall maintain the Manufacturer’s CoC for each component included in the assemblies and subassemblies being delivered per this order. At a minimum, the CoC shall include:

Manufacturer’s name and address
Manufacturer’s and/or buyer’s part number
Batch identification for the item such as date code, lot code, etc.

Seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all material included in assemblies and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller. The manufacturer shall also include the manufacturer’s batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

In the event any item required to be delivered under this order cannot be procured by the Seller in accordance with this requirement, the Seller shall submit written justification and request a deviation from this requirement prior to making delivery. If the request for deviation is accepted by the Buyer, the Buyer shall modify this order accordingly. Additional verification of the items may be required prior to allowing the deviation from this requirement. This additional verification shall include inspections and/or tests activities (including, but not limited to include visual inspection, X-Ray inspection, destructive physical analysis, thermal cycle testing, and electrical testing) necessary to assure the authenticity of the purchased product. The Buyer may request copies of such acceptance criteria and records of this activity prior to granting the deviation.

This PO and activities hereunder are within the jurisdiction of the United States Government. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal statutes. Seller employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order.

If counterfeit parts/ assemblies are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the Buyer and the seller may be liable for all costs relating to impoundment, removal, and replacement. The Buyer may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation.

The seller shall flow the substance of this clause, including this sentence, in all sub-tier subcontracts for work performed under this PO.