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## Purchasing Department/MRO Services 707-863-4970

### **STANDARD PURCHASE ORDER REQUIREMENTS, CLAUSES, AND SPECIFIC INSTRUCTIONS**

ALL VENDORS AND SUPPLIERS, herein referred to as 'Supplier' in connection with the performance of work and/or the delivery of parts and supplies under a North Bay Aviation (NBA) repair order (RO) or purchase order (PO), the Supplier agrees to comply with all RO/PO requirements, clauses, and instructions. Specific instructions outside of this requirements and clauses defined in this document will be included in the Item Notes for each line item on the RO/PO.

### **GENERAL ORDER REQUIREMENTS (Included on all orders):**

1. \*\*\* PRICED INVOICE COPY REQUIRED WITH ALL SHIPMENTS \*\*\*
2. Certificate of Conformance (C of C) Required – Supplier shall provide – *at a minimum* – A certificate of Conformance signed by an authorized company official.
3. All articles furnished must conform to applicable specifications, drawings, processes, and RO/PO instructions. Unless otherwise specific, the revision of specifications, drawings, processes, etc. invoked will be those in effect on the RO/PO date of issue.
4. Supplier shall flow down all applicable requirements to their suppliers and subcontractors, especially those pertaining to special process certifications and /or approvals.
5. Shelf life limitations – Chemicals, paints, adhesives, lubricants, seals, o-rings, gaskets and packings must be individually packaged in original equipment manufacturers packaging showing lot number, cure date and/or expiration date and manufacturer, and must have a minimum of 75% of shelf life remaining. All shipments must have MSDS included.
6. Please acknowledge receipt of this order and acceptance of conditions by signing and returning this form by fax to: 707-863-4968 or email to: [sales@northbayaviation.com](mailto:sales@northbayaviation.com). Failure to do so equals acceptance of terms herein. Please provide delivery date confirmation and shipping tracking number.
7. \*\*\*ALL ITEMS SUBJECT TO INSPECTION AND ACCEPTANCE \*\*\*
8. To the extent applicable, This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

9. To the extent applicable, the requirements of Notifications of Employee Rights Under Federal Labor Laws; Final Rule, 29 CFR Part 471, Appendix A to Subpart A, are incorporated by reference.
10. Ensure any supporting supply chain tiers are aware of and confirm to the applicable requirements including any Purchaser requirements (flow down requirements).
11. Ensure persons are aware of product safety, their contribution to conformity of the goods and importance of ethical behavior.

### **ORDER SPECIFIC PURCHASE ORDER AND REPAIR ORDER (PO/RO) CLAUSES**

- Q01 – **TRACEABILITY** – Traceability to FAA approved source required on all orders. All Aircraft Parts purchased by North Bay Aviation are intended for use on Type Certificated Aircraft.
- Q02 – **DEFENSE PRIORITY RATING** – Should the face of this order designate it as a rated order certified for National Defense, you are required to follow the provisions of the DPAS regulation (15 CFR 350).
- Q03 – **NOTIFICATIONS BY SUPPLIER** – 1) Supplier shall promptly notify NBA of any nonconforming material supplied to NBA. Supplier shall promptly notify NBA of any changes in product and/or process definition prior to shipment of product to NBA, and obtain NBA approval of changes where required. 2) Supplier shall notify NBA with 96 hours of when Supplier discovers and serious defect in, or other recurring unairworthy condition of, any article removed from or intended to be used on an aircraft, powerplant or propeller. The report shall be in a format acceptable to NBA and shall contain information required by 14 CFR 145.221(b) as applicable.
- Q04 – **14 CFR COMPLIANCE** – All maintenance and inspections by the shall be performed in compliance with the requirements of 14CFR 43. Teardown report, list of parts used and FAA form 8130-3, or equivalent, required with all articles.
- Q05 – **QUALITY PROGRAM /INSPECTION SYSTEM** – Supplier shall, in performance of this order, provide and maintain a Quality Program/Inspection System meeting the requirements of either MIL\_Q\_9858/AQAP-1, ISO 9001, AS9100, AS9110, AS9120 or 14 CFR 21, 121, 135, or 145. Certain suppliers may be accepted by meeting the requirements of FAA AC 00-56 or other 14 CFR parts at the sole discretion of NBA.
- Q06 – **CORRECTIVE ACTION** – Supplier agrees to respond to all inquiries or notices of non-conformance. Notices reflecting Quality Concerns and responses must properly address the 'Root Cause' and 'Corrective Action' instituted by the Supplier. All such responses must be signed by the cognizant Supplier Management Representative and are subject to review and verification by NBA.
- Q07 – **RECORD RETENTION** - Supplier shall maintain their documented information in support of any NBA RO/PO fulfilled requirement for a minimum of 7 years accessible upon on request.

- Q08 – **COUNTERFEIT PARTS** - Supplier must prevent the use of unapproved and/or counterfeit parts. Supplier shall have an approved program in place, that, at a minimum, meets the intent of Aerospace Standard AS5553, to mitigate the risks associated with purchasing, receiving, and subsequently selling counterfeit Electrical, Electronic, and Electro-mechanical (EEE) parts; including traceability documentation, visual examination and other test and inspection activities necessary to ensure the parts thus procured are authentic/conforming.
- Q09 – **SUBCONTRACTING** – No subcontracting of work is permitted without the prior knowledge and written consent of NBA.
- Q10 – **NO SUBSTITUTIONS** – Substitution of any item, including PMA parts is prohibited without the express written approval of NBA.
- Q11 – **CALIBRATION** – Calibration Suppliers must maintain a calibration system in accordance with MIL-STD-45662, ANSI/NCSL Z5401-1994, ISO/IEC-1705 and/or ISO-10012-1,2. Calibration Suppliers shall provide with each unit a Certificate of Calibration or test report that includes all relevant data (part number, description, serial number, manufacturer, date of calibration, date next calibration due) stating that the equipment has been calibrated in compliance with said standard(s) and traceable to NIST.
- Q12 – **NATURAL DISASTER** – Supplier shall promptly notify NBA of any occurrence of natural disaster that impacts or diminishes Supplier's ability to deliver conforming goods or services.
- Q13 – **RIGHT OF SURVEILLANCE GOVERNMENT/CUSTOMER** – The government, regulatory authorities, NBA, or NBA's customer has the right to inspect any or all the work, and all applicable areas and all applicable records at the Supplier's facility or at any facility at any level of the Supplier's supply chain involved in this order.
- Q14 – **PERFORMANCE EVALUATION** – NBA expects 100% on time delivery of a Quality product. All Vendor/Supplier performance is tracked in regard to both On-Time-Delivery and product Quality with a requirement to perform at a minimum overall acceptable delivery performance rate of at least 75%. Suppliers whose Quality and/or On Time Delivery falls below the minimum, or whose performance has been flagged for repeat Quality Issues shall be subject to a Supplier Corrective Action Request (SCAR) and could be removed from the Approved Supplier List if the SCAR is not properly addressed.