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Supplier Standards Guide
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## 1. Purpose

To communicate Banks Technologies' commercial and regulatory requirements.

## 2. Application

These requirements apply to production part and service part suppliers including distributors of commercially available off-the-shelf (COTS) items.

## 3. References

Federal Acquisition Regulations (FAR) 2.101

Defense Priorities and Allocations System (DPAS) 15CFR700

Automotive Industry Action Group (AIAG) B-10 Trading Partner Labels Implementation Guideline

Supplier Quality Manual (Doc #50301)

Terms and Conditions (Doc #50309)

## 4. Definitions

Commercially available off-the-shelf (COTS) item - Items sold in the commercial marketplace that are not modified, combined, evolved, or "of-a-type" commercial items. For further definition, refer to FAR 2.101.

Production Part - parts, components, and material purchased by Banks Technologies that are intended to be used for powertrain assembly.

## 5. Responsibility

It is the responsibility of Banks Tech to communicate the requirements and expectations in this document via a purchase order or other binding contact and to maintain the availability of the current version on the website [www.bankstech.com](http://www.bankstech.com).

It is the responsibility of the supplier to fulfill all requirements identified in this document. Use of the words "shall" and "must" indicate that the statement is a requirement. In addition, suppliers are expected to fulfill Banks Tech expectations identified in this document. Use of the word "should" indicates that the statement is an expectation. It is the responsibility of the supplier to use the latest version available on the Banks Tech website.


## 6. General Requirements

### 6.1. Terms and Conditions

All the terms, conditions and special clauses as outlined in Section 10 of this document are applicable.

### 6.2. Quality Requirements

All requirements outlined in Banks Technologies' Supplier Quality Manual (Doc #50301) are applicable.

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### 6.3. File Transfer Protocol (FTP) Site

The FTP Site is used to securely transfer Controlled Unclassified Information (CUI) documents such as prints, photos, Production Part Approval Process (PPAP) and other Intellectual Property between Banks Technologies and its subcontractors. This method of exchange is necessary to maintain security and compliance with U.S. Government contract requirements. If access is needed, follow the instructions in Banks Tech FTP Account Request Instructions (Doc #50458) and return it to Banks Tech as instructed in the form.

## 7. Request for Quotation

Compliance to the requirements below is required whenever quotations are submitted in response to a written Request for Quotation. Any quotes not meeting the stated requirements may be deemed unresponsive.

### 7.1. General Requirements

All requirements listed in Section 6 General Requirements are applicable and shall be considered during the time of the quote.

### 7.2. Pricing

Pricing shall be provided as fixed-firm price unless otherwise agreed upon. Price point breaks should be provided when applicable.

### 7.3. Tooling Costs

Tooling costs must be segregated from the part cost on the quotation and total tooling dollars must be broken down into individual tool costs on the quotation. In the tool costs, include the cost to furnish Banks Technologies a tool drawing or CAD model. Photo verification of tooling and proper tooling identification is required prior to payment of invoices submitted for tooling.

### 7.4. No Quote

If no quotation is made, a brief statement is desired explaining "no quote", and all drawings and specifications must be destroyed by the subcontractor unless instructed to be returned.


## 8. Purchase Order Notes

Refer to the notes on each purchase order for specific requirements applicable to that contract including the Defense Priorities and Allocations System (DPAS) order priority rating.

## 9. Product Support Requirements

### 9.1. Data

This section in its entirety is only applicable to parts and subsystems procured as vendor-developed items. For any parts and subsystems procured under a fabrication drawing (detail drawing, assembly

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drawing, altered item drawing, etc.) the supplier is not expected to provide this information, but Banks Tech may submit a request for part or subsystem information to support our analyses.

Certain data may be required for Banks Technologies to fulfill our engine support obligations as they pertain to vehicle safety, operation, and maintenance.

Some key examples are:

- 1) Maintenance requirements and plans
- 2) Product training information, services, and equipment
- 3) Support equipment (including test equipment) and related information
- 4) Service task and part information
- 5) Manpower and skills requirements for operation and support
- 6) Packaging, Handling, Storage and Transportation (PHS&T) instructions
- 7) Shelf life

This above list is not comprehensive. Specific support data requirements will be communicated at the time of contract award or purchase order issue and will be needed immediately (within 14 days).

## 9.2. Technical Publications

In order to provide product support for our customers, complete documentation on each repairable component is required. This should include, but is not limited to, the following:

### 9.2.1. Repair Parts Lists

This should consist of parts available for purchase at a service/replacement level. Include parts for the complete assembly and all subassemblies. Parts must be identified by part number, description, and quantity per unit. Part numbers must be for service application. Include all kits available for service and their contents. Identify all items that are not sold separately. Indicate at what level it can be replaced such as service kit, next higher assembly or sub-assembly. Parts recommended to stock should be noted.

### 9.2.2. Illustrations


Illustrations are to be in exploded view, isometric, or orthographic formats. Illustrations must be clear and legible. Parts must be identified by description and correspond with the parts list. If electronic data is available, please contact Banks Technologies for acceptable file formats and media types.

### 9.2.3. Operations, Maintenance, and Troubleshooting Guides

Any support information that may aid in safe and reliable operation.

## 10. Terms and Conditions

Reference Terms and Conditions (Doc #50309) for complete contract terms and conditions.

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## 11. Product Labeling, Packaging, and Shipping Requirements

This section details the minimum acceptable packaging requirements for purchased components shipped to Banks Technologies facilities. Suppliers not conforming to any guideline in this document are at risk of being assigned a corrective action. Deviation from these requirements must be approved by Banks Technologies.

### 11.1. Supplier Shipping Responsibilities

See Terms and Conditions (Doc# 50309) Section 7 Packaging.


### 11.2. Supplier Labeling Requirements

See Terms and Conditions (Doc# 50309) Section 7 Packaging.

### 11.3. Returnable Packaging Requirements

The following are requirements for when returnable packaging is utilized by the supplier:

- 1) Returnable packaging owned by Banks Tech or our customers shall NOT be used for the shipment or storage of non-Banks owned parts. Disposition of returnable packaging materials is prohibited and shall be authorized by Banks Tech.
- 2) Supplier shall only ship in a returnable when authorized to do so by Banks Technologies. The returnable containers shall only ship to Banks Tech locations unless authorized by Banks Tech Supply Chain representative.
- 3) Backup expendable packaging shall be maintained to meet shipments and shall simulate the returnable container, maintaining the same dimensions, function and pack quantity while complying with all expendable packaging requirements.
- 4) Whenever back-up packaging is used, Banks Technologies shall be notified prior to shipping with an explanation.
- 5) Suppliers must notify Banks Tech if containers are returned to the supplier with damages, parts inside, without the full packaging component, or at a lower return than fill rate.
- 6) Suppliers shall not mark directly on any returnable containers owned by Banks Tech or our customers.
- 7) All supplier owned returnable containers must be clearly labeled with the supplier's name, return address and the supplier's container identification number. The supplier is responsible for their own returnable containers and security deposits are subject to agreement and are valid only with the approval of Banks Technologies.
- 8) Tags and labels should be affixed, and "placards" utilized so that they can be removed with minimal effort. Only the label for the most recent shipment shall remain on the packaging.
- 9) Supplier is responsible for proper handling and storage of returnable packaging such that condition and cleanliness are maintained.
- 10) Suppliers who have any obsolete dunnage or containers at their facility should contact Banks Technologies for disposition.

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## 12. Transportation

Suppliers shall follow the transportation method noted on the purchase order or other contract. The supplier is responsible for all expedited freight costs and fees when required to meet purchase order delivery date. If Banks Tech is charged for expedited freight, all associated costs will be automatically debited to supplier.

## 13. ITAR and EAR Export Compliance Requirements

Reference U.S. Registration Requirements (22 CFR § 1212.1) and ITAR and EAR Export Compliance Requirements sections of the FAR / DFARS Representations and Certifications for U.S. & Non-U.S. Suppliers (Doc #50462).

## 14. Gift and Gratuity Policy


As a Federal Government contractor, Banks Technologies is subject to FAR 3.502 and the Anti Kickback Act of 1986 (41 U.S.C. 51-58 (1999)). In general, this legislation exists to deter subcontractors from making payments to influence the award of subcontracts.

To avoid the appearance or the fact of an illegal or improper inducement, we ask you to instruct your employees not to make to any Banks Tech employee or to the Company any payment, or promise to pay, (whether a fee, commission, compensation, rebate, loan, gift or gratuity) to influence the award of subcontracts or as an acknowledgment of the award of the subcontract.

## 15. Information Security

Controlled Unclassified Information (CUI) has been described as the categorical designation for all information historically referred to or known as Sensitive but Unclassified (SBU). Federal agencies routinely generate, use, store and share information that, while not meeting the standards for classified national security information, requires safeguarding measures (to ensure CUI is protected) and dissemination controls (to properly share the information). These safeguards and dissemination controls are required by law, regulation, or Government-wide policy. Please consult the National Archives CUI site at <https://www.archives.gov/cui> and the CUI Registry at <http://www.archives.gov/cui/registry/category-list.html> for additional guidance and information regarding the definition and identification of CUI.

Some technology, technical data, or parts to which Banks Technologies' suppliers will have access while working with Banks Technologies constitutes Controlled Unclassified Information (CUI) subject to protection under the Information Assurance (IA) provisions in certain DoD contracts, DoD regulations and federal laws. DoD requires Banks Tech to obtain the agreement of its suppliers to comply with the same IA requirements that Banks Tech must observe for protecting CUI. Accordingly, Banks Technologies will share CUI with its supplier subject to the following conditions detailed in the Supplier CUI Self-certification Letter (Doc #50306) and Safeguarding Covered Defense Information and Cyber Incident Reporting (Doc #50307) referencing the DFARS flow down clause 252.204-7012.

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## 16. Cyber Security

The following provisions are applicable whenever the Supplier will store or process any information from Banks Technologies (“Buyer”) and are in addition to any other information security requirements and safeguards applicable to Supplier.

A Cyber Incident is defined as - An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.


Supplier will use reasonable commercial efforts in accordance with industry standards that comply with the Cybersecurity Maturity Model Certification (CMMC). This certification program is designed to:

- 1) Provide confidentiality, integrity, and security of the information, supplier network, systems, and operations that the Buyer may interact with or store in their environment.
- 2) Detect, prevent, and notify of any issues that may compromise the trust or information that was in trusted with Supplier.
- 3) Satisfy contractual requirements for certification under all applicable regulations or standards.

Supplier further agrees to:

- 1) Only collect, access, use, transfer or share Buyer information to authorized third parties, in performance of its obligations under the agreement and/or order, in conformance with this agreement, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g. for the purpose of data mining) of Buyer information except as (a) expressly authorized in writing by Buyer in connection with Buyer’s purchase of goods and/or services hereunder, or (b) as required by law.
- 2) When asked, be able to provide a summary of its policies sufficient to evidence of reasonable satisfaction that each requirement is addressed in a manner consistent with the requirements in the CMMC or applicable contract. Supplier shall provide Buyer with an updated index or summary upon request if changes are made within the supplier policy.
- 3) Allow Buyer or its designee to conduct a security audit at Supplier’s facilities with reasonable notice and allow a network audit at Buyer expense.
- 4) Ensure that all Buyer information and applicable software is appropriately backed up and recoverable in the event of a disaster or emergency, or information breach.
- 5) Provide Buyer with a termination plan that addresses how information will be returned to Buyer at the end of this agreement and/or order, including backup and archival information, and how the information will be permanently removed from Supplier’s equipment and facilities. This plan shall include supplying the data to Buyer in an industry recognized, not proprietary database or format, and if not, a license to use the proprietary database software to access the data.
- 6) Supplier will not provide Buyer information to any other entity without the prior written approval of a Buyer representative.



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7) Provide to Buyer written notice within 24 hours for breaches, or suspicion of breach of data that is proprietary, highly classified, restricted, or breach of a system connected to Buyer systems. Such a notice will summarize in reasonable detail, the impact on Buyer or any individuals affected by such Cyber Incident and the corrective action and remediation efforts taken or proposed to be taken by the Supplier. Immediately following any Cyber Incident or any other failure to meeting information security standards, whether identified by Supplier or Buyer, the Supplier will take steps to mitigate risks posed. Failure to remedy the risk of a Cyber Incident or failure within the time frame and manner specified by Buyer is deemed a material breach of this agreement.

**17. Records / Forms**

- Banks Tech FTP Account Request Instructions (Doc #50458)
- FAR / DFARS Representations and Certifications for U.S. & Non-U.S. Suppliers (Doc #50462)

**18. Attachments / Addendums**

- Supplier CUI Self-certification Letter (Doc #50306)
- Safeguarding Covered Defense Information and Cyber Incident Reporting (Doc #50307)