

**Institutional Quality & Performance Assurance Division** 

#### **EXHIBIT "H" PART 2**

SUBCONTRACTOR shall comply with the clauses in this Exhibit that have been indicated as being incorporated in this subcontract.

## QL-3-QC-01A, GENERAL QUALITY ASSURANCE PROGRAM REQUIREMENTS FOR SUBCONTRACTOR IMPLEMENTED PROGRAM

In accordance with CONTRACTOR's responsibilities under DOE Order 414.1D, Admin. Chg. 2, *Quality Assurance*, the requirements established for SUBCONTRACTOR'S QA Program in this exhibit are derived from the applicable Quality Assurance requirements of the DOE Order 414.1D, Admin. Chg. 2, *Quality Assurance*. SUBCONTRACTOR is required to be evaluated for the capability of providing items/services in accordance with subcontract technical and quality requirements and is approved by CONTRACTOR with the issuance of the subcontract. SUBCONTRACTOR must notify CONTRACTOR of any changes to SUBCONTRACTOR's ability to meet the requirements of this subcontract, whereupon CONTRACTOR will determine the need for re-evaluation/re-approval. SUBCONTRACTOR shall be subject to ongoing evaluation and monitoring by CONTRACTOR. Documents supplied by SUBCONTRACTOR that contain proprietary information or describe proprietary processes must be clearly marked to prevent disclosure. Definitions of terms used in this Exhibit are found in DOE O 414.1D, Chg. 2, 6. Definitions.

SUBCONTRACTOR must establish and implement programs or processes as necessary to ensure that products and/or services provided to CONTRACTOR meet specified requirements, to identify potential or actual issues with the quality of their products and/or services, and to act to resolve those issues.

SUBCONTRACTOR must establish organizational responsibilities to ensure that the quality of their products and/or services is achieved by the personnel performing the work and that achievement of quality is verified.

SUBCONTRACTOR must verify that items or services provided to CONTRACTOR for acceptance comply with the procurement requirements prior to offering them for acceptance.

SUBCONTRACTOR must identify, control, evaluate, and resolve nonconformances with items to be provided to CONTRACTOR. Nonconforming items must be controlled by SUBCONTRACTOR pending an approved disposition by CONTRACTOR. Nonconforming items must be identified by legible and non-detrimental marking or tagging either on the item or its container. When practical, items should be segregated, and when not practical other methods established, documented, and used to control the item(s). Re-worked items must be reexamined in accordance with the original acceptance criteria. Repaired items must be re-examined in accordance with acceptance criteria approved by CONTRACTOR for the repaired condition.

Should SUBCONTRACTOR identify potential negative impacts to the quality of items or services provided to CONTRACTOR they must: (1) consider any impacted items to be nonconforming and meet the requirements for nonconforming items for this subcontract, and/or (2) notify CONTRACTOR of impacted services within four (4) business days to include a description of the potential impacts and any risk associated.

SUBCONTRACTOR must ensure the following as applicable:

- appropriate requirements are flowed down to any sub-tier suppliers to ensure that the requirements of this subcontract are met.
- inspections and/or tests performed to verify conformance of items (including software)

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- provided under this subcontract are performed in accordance with subcontract requirements.
- tools, gauges, instruments and other measuring and test equipment (M&TE) used to verify or control the quality are appropriately controlled, calibrated and/or adjusted, and maintained to ensure accuracy and validity of the data gathered.
- items are not damaged or lost, and deterioration is minimized during handling, storage, cleaning, packaging, and shipping. Item(s) or assemblies provided to CONTRACTOR under this subcontract that are not installed by SUBCONTRACTOR must be identified either on the item(s) or on the item packaging such that each item is easily identified as a part of the subcontract. This may include permanent labeling or non-permanent labels or writing as appropriate and/or defined in this subcontract.
- products they provide to CONTRACTOR do not contain Suspect/Counterfeit Items (S/CI), and to identify and inform CONTRACTOR should any S/CI be identified while performing work under this subcontract. These processes must include as appropriate the identification, segregation, and preclusion from use of any S/CI identified pending instruction from CONTRACTOR. For additional requirements regarding S/CI as well as definitions and resources reference clause titled: Counterfeit/Suspect Materials, in the General Terms and Conditions for this contract.
- certificates and other documentation associated with items must meet any content requirements specified for this procurement and be traceable to the item(s) provided.

As applicable SUBCONTRACTOR must provide access to their facilities for the performance of inspection, test, witness, or other hold points as specified in subcontract documents.

When SUBCONTRACTOR is notified by CONTRACTOR of a corrective action request, SUBCONTRACTOR must respond within thirty (30) calendar days with proposed corrective actions and anticipated completion dates. These will be reviewed by CONTRACTOR for acceptability and tracked to completion.

Records associated with this subcontract must be legible, accurate, and complete, and stored by SUBCONTRACTOR for a minimum duration from subcontract completion of three (3) years and must be retrievable during that period.

#### QL-3-QC-01B, GENERAL QUALITY ASSURANCE PROGRAM REQUIREMENTS FOR SUBCONTRACTOR IMPLEMENTING TRIAD PROGRAM

In accordance with CONTRACTOR's responsibilities under DOE Order 414.1D, Admin. Chg. 2. Quality Assurance, the requirements established for SUBCONTRACTOR to perform all work for this subcontract in accordance with the DOE approved CONTRACTOR QA Program that meets the applicable Quality Assurance requirements of the DOE Order 414.1D, Admin. Chg. 2, Quality Assurance. SUBCONTRACTOR must perform all work for this subcontract in accordance with CONTRACTOR organization requirements as defined in SD312, LANL Management Models, and clarified in procurement documents. SUBCONTRACTOR must perform all work for this subcontract in accordance with the CONTRACTOR QA Program and any applicable local Quality Assurance Plans as defined by SD330, LANL Quality Assurance Program. Any items or services procured as a part of this subcontract must be purchased using CONTRACTOR procurement processes and methods of acceptance.

### QL-3-QC-01C, GENERAL QUALITY ASSURANCE PROGRAM REQUIREMENTS FOR SUBCONTRACTOR IMPLEMENTING DEPARTMENT OF ENERGY APPROVED **PROGRAM**

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In accordance with CONTRACTOR's responsibilities under DOE Order 414.1D, Admin. Chg. 2, Quality Assurance, the requirements established for SUBCONTRACTOR to perform all work for this subcontract in accordance with SUBCONTRACTOR's DOE approved QA Program meets the applicable Quality Assurance requirements of the DOE Order 414.1D, Admin. Chg. 2, Quality Assurance. SUBCONTRACTOR must perform work under this subcontract in accordance with their DOE approved QA program per the requirements of DOE O 414.1D, Admin. Chg. 2, Quality Assurance, as implemented through their approved QA program.

When SUBCONTRACTOR is notified by CONTRACTOR of a corrective action request, SUBCONTRACTOR must respond within thirty (30) calendar days with proposed corrective actions and anticipated completion dates. These will be reviewed by CONTRACTOR for acceptability and tracked to completion.

SUBCONTRACTOR must verify that items or services provided to CONTRACTOR for acceptance comply with the procurement requirements prior to offering them for acceptance.

SUBCONTRACTOR must identify, control, evaluate, and resolve nonconformances with items to be provided to CONTRACTOR. Nonconforming items must be controlled by SUBCONTRACTOR pending an approved disposition by CONTRACTOR. Nonconforming items must be identified by legible and non-detrimental marking or tagging either on the item or its container. When practical, items should be segregated, and when not practical other methods established, documented, and used to control the item(s). Items that have been re-worked must be reexamined in accordance with the original acceptance criteria. Repaired items must be re-examined in accordance with acceptance criteria provided by CONTRACTOR for the repaired condition.

Should SUBCONTRACTOR identify potential negative impacts to the quality of items or services provided to CONTRACTOR they must: (1) consider any impacted items to be nonconforming and meet the requirements for nonconforming items for this subcontract, and/or (2) notify CONTRACTOR of impacted services within four (4) business days to include a description of the potential impacts and any risk associated.

## QL-3-QC-01D, SUPPLEMENTARY QUALITY ASSURANCE PROGRAM **REQUIREMENTS**

In addition to the requirements of the procurement documents, SUBCONTRACTOR must implement a Quality Assurance Program in accordance with the codes or standards specified below: (e.g., boiler code, pressure safety code, etc.)

#### QL-3-QC-02, DESIGN

SUBCONTRACTOR must establish a process to ensure that SUBCONTRACTOR:

- designs items and processes affecting the quality of products or services supplied to CONTRACTOR using sound engineering/scientific principles and appropriate standards.
- design activities are in accordance with any standards or requirements included or referenced in this subcontract.
- incorporates applicable requirements and design bases in design work and design changes for products delivered to CONTRACTOR.

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incorporates any requirements or design bases included or referenced in this subcontract.

SUBCONTRACTOR must establish a process to identify and control design interfaces for design activities affecting products delivered to CONTRACTOR. SUBCONTRACTOR must establish a process for the validation and/or verification of design products affecting the quality of products delivered to CONTRACTOR for adequacy against the requirements of this subcontract. The process must ensure that personnel who perform validation and/or verification activities of design products affecting the quality of products delivered to CONTRACTOR are not the same personnel who performed the design work. SUBCONTRACTOR must ensure that verification and/or validation of work has been performed and the work found to meet any applicable requirements prior to approval and implementation of the design.

#### QL-3-QC-03, SOFTWARE ERROR REPORTING

SUBCONTRACTOR must establish a process to ensure that any errors identified with software provided to CONTRACTOR are communicated to CONTRACTOR within seven (7) calendar days of identification. SUBCONTRACTOR must also establish a process for CONTRACTOR to communicate any potential errors to SUBCONTRACTOR for their evaluation.

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Procurement ID #:	Revision:
Local Tracking # (optional):	
Name and Z Number	Signature and Date (electronic preferred)
P-TSME:	

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