

**Ash Fall Project**  
**AFP-AP-11, Attachment C**  
**Example of Procurement Clauses**

Scope of Work: Provide DustTrak Nephelometer (model 8530) for use with the DRI PI-SWERL®.

- 1) The Contractor shall perform all work without subcontracting any services and deliver the items/services specified within any resulting contract in accordance with its Quality Management System Manual (Latest Revision). If the Contractor has revised its QA Program/Manual it shall submit the latest revision to Ash Fall Project Personnel (Requestor) for review and acceptance prior to work being performed. After award, all revisions to its previously approved QA Program/Manual shall be submitted to Ash Fall Project Personnel (Requestor). Contractor shall only implement such revisions for work performed under this contract with the prior written approval of the Ash Fall Project Personnel (Requestor) Contracts Representative.
- 2) The Contractor shall use an accredited calibration system that complies with NQA-1 2008/2009a or comparable standard. The calibration system of the Contractor shall be subject to audit by Ash Fall Project Personnel (Requestor) to the extent practicable at all times and places. The Contractor shall tender for acceptance only equipment that has been calibrated in accordance with its calibration system and has been found to conform to contract requirements.
- 3) The Contractor shall submit, prior to the award of the Purchase Order, a complete description of its calibrating system. The description may be extracted from the Contractor's documented quality program/system.
- 4) Contractor shall submit for DustTrak Nephelometer (model 8530), Calibration Report(s) and Report Addendum(s), if needed, containing the parameters calibrated, acceptance criteria, and the actual calibration results. Uncertainties shall be documented, if applicable. Contractor shall certify that the supplies tendered for acceptance have been calibrated using standards whose calibration is (1) traceable to the National Institute for Standards and Technology (or other nationally recognized standards acceptable to Ash Fall Project Personnel (Requestor)), (2) derived from accepted values of natural physical constants, or (3) derived by the ratio type of self-calibration techniques.

Contractor shall submit for DustTrak Nephelometer (model 8530), the most current specification document as part of the calibration report.

Calibration standards shall be equal to or have a greater accuracy than the equipment being calibrated, unless limited by the state of art. Calibration standards with the same accuracy may be used if they can be shown to be adequate for the requirements, and the basis for acceptance is documented and authorized. Identify the reference standard ratio when possible.

When possible, identify the software, including version that was accepted as part of the calibration, and identify in the report any software revisions that were necessitated as part of the calibration, including an explanation of the change.

When this contract is for recalibration of Ash Fall Project Personnel (Requestor's) equipment, the Contractor shall provide a Calibration Report of the instrument upon receipt, otherwise known as the "as-found" condition. Any "out-of-tolerance" parameters shall be recorded and Ash Fall Project Personnel (Requestor) shall be notified if instrument(s) are found out of calibration.

Additionally, the documentation must include identification of the laboratory equipment/standards used for calibration and reference to the calibration procedure number and revision or date implemented.

- 5) Unless otherwise specified, Contractor shall mail all documents required by this contract to Ash Fall Project Personnel (Requestor). A document is not delivered until it is received by the Ash Fall Project Personnel (Requestor). Ash Fall Project Personnel (Requestor) shall have the right to reject, as not in conformity with the

requirements of this contract, any supplies or services for which all required reports, procedures, or certifications are not delivered. Contractor's failure to deliver such documents, or delivery deficient documents, shall be deemed a failure to make delivery within the meaning of the Default clause of this contract.

- 6) Each report and/or certification shall be legible, reproducible, and contain, in addition to any other requirements as specified by this contract, the signature, title, and date of the person signing who is responsible as described in the contractor's QA program. When possible, include reference to the contract number/purchase order reference. By submission of a report, Contractor expressly represents that the contents are accurate and complete and that all inspections, tests, analyses, processes, calibrations, and other operations required by this contract have been performed. Submission of a certification constitutes Contractor's express warranty that the identified supplies conform to all of the requirements of this contract. The Contractor shall, prior to or concurrently with each shipment of supplies, mail to Ash Fall Project Personnel (Requestor) one (1) copy of all required reports and certifications.
- 7) The Contractor may request approval to tender for acceptance (1) nonconforming supplies or (2) services at variance with the requirements of this contract. Such request shall be submitted utilizing the Ash Fall Project Personnel (Requestor) form 11-1 entitled "Contractor Nonconformance Report" (CNCR). A CNCR may be submitted when: (1) a technical, QA/QC, regulatory, or material requirement is violated, (2) a requirement in a Contractor submittal, which has been approved by Ash Fall Project Personnel (Requestor), is violated, (3) a nonconformance cannot be corrected by continuation of the original manufacturing process or by rework, or (4) a nonconformance can be repaired such that form, fit, function, or safety is not impaired. Ash Fall Project Personnel (Requestor's) approval of Contractor's request shall be evidenced by signature of the Contracts Representative in Block 16, or signature of the Contracts Representative in Block 16 along with a modification to the contract signed by both parties if such approval results in a change to the contract requirements. A "Contractor Nonconformance Report" form is attached to the end of these QA clauses.
- 8) The Purchaser reserves the right of a Purchaser or designated representative to enter the premises of a Supplier for the purpose of inspection, surveillance, or quality assurance audit.

\*\*\*Include Attachment B and 'CNR Form 11-1' with Purchase Order.\*\*\*

<<This clause will not be transferred to the PO.>> <<The Ash Fall Project Personnel (Requestor's) Contract Specialist shall obtain verification and document the contract file from the potential Supplier that the Supplier's QA Program/Manual Revision is the same as listed in Clause 1 (above). If the QA Program/Manual has been revised, request a copy for review by the Ash Fall Project Quality Assurance Lead. Approval by the Ash Fall Project QA Lead per AFP-AP-11, *Procurement Document Control* is required prior to award of contract.>>