



An ESCO Technologies Company

ISO 9001
& AS 9100
Certified

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Approved by: Director, Advanced Quality Planning Manager, Purchasing Manager, Supplier Quality	

CUSTOMER CONTRACT REQUIREMENTS

For VACCO Suppliers and Sub-Tier Suppliers in accordance with:
BPMI Terms & Conditions document TAC-2017 Rev Original (Feb 2017)

1. PURPOSE

To provide a list of mandatory Prime Contractor Terms & Conditions (FAR and DFARS) flow downs for VACCO Suppliers and Sub-Tier Suppliers.

2. SCOPE

- a. The following Customer contract requirements apply to this order to the extent indicated below and in accordance with VACCO Purchasing Notations Manual (PNM101) Terms & Conditions, clause T0002, paragraph 103, Government Contract – FAR Clauses.
- b. These clauses, set forth in the Federal Acquisitions Regulations (FAR) or the DOD FAR Supplement (DFARS), in effect on the date of this purchase order, are incorporated herein by reference with the same force and effect as if they were given in full text.

3. RESPONSIBILITIES

- a. The supplier or their sub-tier suppliers may retrieve the full text of these clauses at:
 - o <https://www.acquisition.gov/browsefar>
 - o <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- b. If any questions arise regarding the content or applicability of any of these clauses, or if any apparent or real conflicts are suspected within these requirements, contact your VACCO Buyer for clarification.
- c. The VACCO Quality, Planning and Purchasing departments will invoke this document on all VACCO Purchase Orders placed for parts, materials or processes for all BPMI contracts requiring compliance to the TAC-2017.
- d. The VACCO SUPPLIER will review and comply with all applicable requirements of this document including any mandated flow-down of clauses to their sub-tier suppliers. **By certifying compliance to all applicable PO requirements, the supplier certifies full compliance to the applicable requirements of this document.**
- e. The VACCO SUPPLIER is responsible for obtaining written permission from the VACCO Buyer to deviate from any of the requirements in the Purchase Order, this document, or the applicable Engineering Drawing or associated government or industry specifications PRIOR TO delivery of the affected item(s).
- f. PO flowdowns for this document are identified on the PO as **CFD-001**.
- g. **VACCO Internal:** Any updates to this document are required to be posted on the VACCO website. Any changes to this document may require updates to the WDS and PLM systems. PO flowdowns for this document are identified in WDS as **CFD-001**. Extensive changes to this document will be communicated on VACCO's webpage in the "Supplier" section – "Supplier Instructions".

4. FLOWDOWNS APPLICABLE TO THE PURCHASE ORDER

For any conflicts between the FAR & DFARS requirements imposed by this document and any other Purchasing or Quality Document, this document takes precedence. Special PO notes take precedence over this document.

Review the **Legend** to determine which set(s) of additional clauses apply.

The following FAR & DFARS clauses in Table 1 below are applicable **regardless of the total dollar value of the Purchase Order** (unless obviously not relevant to the item(s) being procured):

Table 1 – Clauses Applicable to all PO's	
FAR/DFAR Clause	FAR/DFARS Clause Title
FAR 52.204-2	Security Requirements
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems
FAR 52.222	Notice to the Government of Labor Disputes
FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies
FAR 52.222-21	Prohibition of Segregated Facilities
FAR 52.222-26	Equal Opportunity
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.223-7	Notice of Radioactive Materials
FAR 52.225-13	Restrictions on Certain Foreign Purchases
FAR 52.227-9	Refund of Royalties
FAR 52.227-10	Filing of Patent Applications – Classified Subject Matter
FAR 52.227-11	Patent rights shall be retained under this order as set forth in FAR 52.227-11, Patent Rights -- Ownership by the Contractor (ONLY APPLICABLE TO experimental, developmental or research work placed with a <i>Small Business Firms</i> as defined by the Small Business Administration)
FAR 52.227-13	The Government shall retain the Patent Rights set forth in FAR 52.227-13, Patent Rights -- Ownership by the Government (ONLY APPLICABLE TO experimental, developmental or research work placed with a <i>Large Business</i> as defined by the Small Business Administration as "Other than a Small Business Firm)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors
FAR 52.234-1	Industrial Resources Developed Under Defense Production Act, Title III
FAR 52.244-6	Subcontracts for Commercial Items
FAR 52.246-3	Inspection of Supplies – Cost Reimbursement
FAR 52.246-5	Inspection of Services – Cost Reimbursement
FAR 52.246-6	Inspection – Time and Material and Labor Hour
FAR 52.247-63	Preference for U.S. Flag Air Carriers
FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
DFARS 252.203-7000	Requirements Relating to Compensation of Former DOD Officials
DFARS 252.203-7002	Requirements to Inform Employees of Whistleblower Rights
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

Table 1 – Clauses Applicable to all PO's	
FAR/DFAR Clause	FAR/DFARS Clause Title
DFARS 252.204-7010	Requirement for Contractor to Notify DOD if the Contractor's Activities are subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol
DFARS 252.223-7008	Prohibition of Hexavalent Chromium
DFARS 252.225-7001	Buy American and Balance of Payments Program
DFARS 252.225-7013	Duty Free Entry
DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
DFARS 252.225-7025	Restriction on Acquisition of Forgings
DFARS 252.227-7013	Rights in Technical Data - Noncommercial Items (ONLY IF noncommercial technical data is a purchase order deliverable and except as modified by Note (1) below).
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (ONLY IF noncommercial computer software or computer software documentation is a purchase order deliverable and except as modified by Note (2) below.
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.239-7018	Supply Chain Risk
DFARS 252.227-7019	Validation of Asserted Restrictions - Computer Software (ONLY IF noncommercial computer software or computer software documentation is a purchase order deliverable)
DFARS 252.244-7000	Subcontracts for Commercial Items
DFARS 252.246-7003	Notification of Potential Safety Issues

LEGEND for below requirements: Locate the appropriate dollar value, the applicable clauses include: those identified in the paragraph, the clauses above in Table 1 and any clauses above the dollar value paragraph.

- A. In addition to those in Table 1 above, the following clauses are applicable **if the total dollar value of the Purchase Order exceeds \$3,500:**

FAR/DFAR Clause	FAR/DFAR Clause Title
FAR 52.222-54	Employment Eligibility Verification
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

- B. In addition to those in Table 1 and paragraph A above, the following clauses are applicable **if the total dollar value of the Purchase Order exceeds \$10,000:**

FAR/DFAR Clause	FAR/DFAR Clause Title
FAR 52.222-40	Notification of Employee Rights under the National Labor Relations Act
FAR 52.222-36	Equal Opportunity for Workers with Disabilities

- C. In addition to those in Table 1 and paragraphs A & B above, the following clauses are applicable **if the total dollar value of the Purchase Order exceeds \$35,000:**

FAR/DFAR Clause	FAR/DFAR Clause Title
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FAR/DFAR Clause	FAR/DFAR Clause Title
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government that is a State Sponsor of Terrorism

- D. In addition to those in Table 1 and paragraphs A, B & C above, the following clauses are applicable **if the total dollar value of the Purchase Order exceeds \$150,000** (unless obviously not relevant to the item(s) being procured):

FAR/DFAR Clause	FAR/DFAR Clause Title
FAR 52.222-35	Equal Opportunity for Veterans
FAR 52.222-37	Employment Reports on Veterans
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government
FAR 52.203-7	Anti-Kickback Procedures
FAR 52.215-2	Audit and Records – Negotiations
FAR 52.215-14	Integrity of Unit Prices
FAR 52.227-1	Authorization and Consent
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
DFARS 252.247-7023	Transportation of Supplies by Sea
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea

- E. In addition to those in Table 1 and paragraphs A, B, C & D above, the following clauses are applicable **if the total dollar value of the Purchase Order exceeds \$700,000**:

FAR/DFAR Clause	FAR/DFAR Clause Title
FAR 15.403	Obtaining certified cost or pricing data. (ONLY APPLICABLE IF the procurement is a non-competitive bid, i.e. a "Sole Source" procurement)
FAR 52.219-9	Small Business Subcontracting Plan and Alternate II
DFARS 252.219-7003	Small Business Subcontracting Plan
DFARS 252.249-7002	Notification of Anticipated Contract Terminations or Reductions
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data
FAR 52.215-12	Subcontractor Cost or Pricing Data
FAR 52.215-15	Pensions Adjustments and Asset Reversions
FAR 52.215-18	Reversion or Adjustment of Plans for Post- Retirement Benefits (PRB) Other than Pensions
FAR 52.215-19	Notification of Ownership Changes
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications
DFARS 252.215-7000	Pricing Adjustments

- F. In addition to those in Table 1 and paragraphs A, B, C, D & E above, the following clauses and notes are applicable **if the total dollar value of the Purchase Order exceeds \$1,000,000**:

FAR/DFAR Clause	FAR/DFAR Clause Title
DFARS 252.222-7006	Restrictions on the use of Mandatory Arbitration Agreements
FAR 52.203-13	Contractor Code of Business Ethics and Conduct
DFARS 252.203-7004	Display of Hotline Poster(s)

NOTES

NOTE (1)	BPMI TAC-2017 ARTICLE 10a: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items is changed as follows: Except to the extent explicitly set forth in this order, the only authorized markings will be in accordance with VACCO provided direction. Contact the VACCO buyer for instruction or illustrations if not provided in the Purchase Order. CONTACT YOUR VACCO BUYER IF THIS CLAUSE APPLIES FOR ADDITIONAL TEXT FOR THE FOLLOWING MODIFICATIONS: *Paragraph (h) is deleted and replaced. *Paragraphs (l) and (m) have been added.
NOTE (2)	BPMI TAC-2017 ARTICLE 10b: DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation is changed as follows: *Paragraphs (f) (2) through (f) (5) are deleted and replaced as follows: Except to the extent explicitly set forth in this order, the only authorized markings will be in accordance with VACCO provided direction. Contact your VACCO buyer for details and illustrations if not provided in the Purchase Order. CONTACT YOUR VACCO BUYER IF THIS CLAUSE APPLIES FOR ADDITIONAL TEXT FOR THE FOLLOWING MODIFICATIONS: *Paragraph (h) is deleted and replaced. *Paragraphs (l) and (m) have been added

5. REFERENCES

- PNM101 – Purchasing Notations Manual