



DOC 354
DENVER SECURITY
PROVISIONS FOR CONTRACTORS, VENDORS, AND CONSULTANTS

(a) The provisions of this Contract clause shall apply to all CONTRACTORS having access to UNITED LAUNCH ALLIANCE (ULA) – Denver (ULA-D) owned, leased, or operated real and/or personal properties and shall be in addition to other clauses, as applicable.

(b) The CONTRACTOR and its employees shall comply with all ULA-D established security controls and procedures. The CONTRACTOR, further, shall be responsible for compliance with the same by all lower tier subcontractors of the CONTRACTOR. Under no circumstances, however, shall one contractor act on behalf of another in securing, handling and/or issuing ULA-D badges or in any other matters pertaining to security unless specifically authorized by ULA-D Security. Failure of the CONTRACTOR to comply with ULA-D security requirements may result in denial of access by CONTRACTOR's personnel to ULA-D owned, leased, or operated properties and subsequent termination of this contract for default by the CONTRACTOR.

(c) The CONTRACTOR shall appoint one of its employees to act as its Security Point of Contact (SPOC). The SPOC shall coordinate all appropriate security matters with the respective ULA-D site Security Representative and shall be the responsible authority for the CONTRACTOR in all matters pertaining to security as required by this Contract and as set forth herein. The assignment of a CONTRACTOR SPOC shall be made in writing to the ULA-D Procurement Representative. The Procurement Representative shall provide notification/information, pertaining to this procurement, to the respective ULA-D site Security Representative. The information shall at the minimum detail the purpose of the Contract, period of performance, work location(s), and Contractor SPOC.

(d) Both the CONTRACTOR and if applicable sub-tier contractor(s), shall upon request be provided access to ULA-D Security Practices and Procedures. The CONTRACTOR and/or sub-tier contractor employee(s) shall be responsible for strict compliance of these requirements, at all times while conducting business on any ULA-D owned, leased, or operated properties or while traversing or on other CONTRACTOR property (ies), e.g., Lockheed Martin Space Systems Company – Denver (SSC).

(e) The CONTRACTOR SPOC shall be provided a security indoctrination on ULA-D security procedures specific to the CONTRACTOR's assigned work location prior to the commencement of any work performed under this Contract. Mandatory attendance is required by the CONTRACTOR's SPOC.

(f) CONTRACTOR personnel may be issued a dated ULA Non-employee picture badge. This badge is issued to non-employees having a continuing need to access ULA-D owned, leased, or operated properties while in the performance of contractual work. A picture badge is limited to a specific contract period of performance (POP) and must be renewed on an annual basis, or no later than the expiration date indicated on the badge. Badge renewal, if authorized by contract, will be accomplished by ULA-D Security. Expired badges will be confiscated by ULA Security personnel when observed being worn by CONTRACTOR personnel. The same rule shall apply whenever CONTRACTOR personnel attempt entry onto SSC property with an expired badge. Badges that are lost or unaccounted for will require the CONTRACTOR SPOC to make a written and timely notification of the loss to the site ULA-D Security department. Badges must be worn on the upper left portion of the torso on the outer most garment and in plain view at all times while on SSC or ULA-D owned, leased or operated property. If the work being performed is such that the badge becomes a hindrance or safety hazard during the conduct of the work, it may be kept by the CONTRACTOR in a safe but readily accessible location. It shall, however, be easily obtainable if asked for by any ULA-D or if applicable SSC personnel.

(g) CONTRACTOR employees who have not been issued a ULA-D Non-employee picture badge must register through the respective ULA lobby (E. Mineral or Southpark West) or SSC Plant Protection and Emergency Services Visitor Center (Waterton). Visitors who have not been issued a valid Non-employee picture badge and require access to ULA operations on the SSC – Waterton campus must have their ULA-D sponsor process a ULA Notification of Business Visit – Waterton form as appropriate, identifying the CONTRACTOR personnel needing access. The form will be routed to SSC Government Security for pre-registration with the SSC Visitor Center. Prior coordination with the ULA contact/host will avoid lengthy delays in obtaining SSC facility access. Before being issued a ULA-D temporary SSC Waterton Visitor badge, the Visitor must show a valid Government issued photo identification belonging to the person requesting the access. CONTRACTORS requiring "unescorted" access to other ULA sites, e.g., East Mineral Circle and Southpark West complexes, shall validate their U.S.

Person status by producing acceptable documentation., i.e., certified copy of birth, U.S. Passport, military identification, Immigration and Naturalization Service (INS) I-151 (green) card.

(h) CONTRACTOR employees, having obtained a ULA-D picture Visitor badge or a SSC Waterton issued ULA blue temporary Visitor badge, must also maintain in their immediate possession, while on ULA-D or SSC facilities, a valid Government issued photo identification. In the event of a random badge check conducted by SSC Plant Protection, ULA-D contracted guard service, or SSC/ULA-D Security Representative, all CONTRACTOR personnel must be cooperative and provide both the badge and appropriate Government issued photo identification as requested.

(i) Access to ULA-D and SSC facilities is limited to U.S. citizens, lawful permanent residents, commonly referred to as green card holders, and intending citizens lawfully admitted into the United States. Due to strict adherence of the International Traffic and Arms Regulations (ITAR) requirements, concerning the lawful export of technical data, facility access by foreign persons including but not limited to those personnel working under a Visa or Employment Authorization document, is prohibited. It is the responsibility of the CONTRACTOR to comply with the Immigration Reform and Control Act of 1986 in addition to all other applicable federal, state, and local laws. CONTRACTORS shall also be responsible for completing Forms I-9 for its employees regarding employment eligibility issues before allowing of their personnel on either ULA-D or SSC owned, leased, or operated properties.

(j) CONTRACTORS are NOT authorized to process/submit ULA-D visit request forms. The CONTRACTOR must coordinate with ULA management for all CONTRACTOR visitor pre-registration and access to ULA-D or SSC facilities required in support of CONTRACTOR operations. Visits by non-U.S. Persons required by the subcontractor, should be limited to essential work that cannot be performed by U.S. Persons. If required, the ULA-D management sponsor shall complete the International Travel/Meeting Visitor Notification and ULA Notification of Visit by Non U.S. Citizen forms and submit them to ULA-D Global Trade Controls (GTC) for approval. GTC will review the request. If approved, the ITVM and Notification of Visit forms will be forwarded to the responsible ULA-D and SSC Security department, if applicable.

(k) CONTRACTOR employees are restricted to their immediate assigned work areas. Under no circumstances are CONTRACTOR employees permitted in any area and/or building except those necessary for the performance of work defined under this Contract. All CONTRACTOR employees shall use the most direct route(s) to and from the appropriate work area(s). However, the CONTRACTOR's employees will be permitted access to cafeteria and restroom facilities within their assigned work location.

(l) The CONTRACTOR agrees to insert in all sub-tier subcontracts where access to ULA-D owned, leased or operated property(ies) is necessary for contract performance, provisions which shall conform substantially to the provisions set forth herein.

(m) The CONTRACTOR shall, immediately upon completion of this Contract, return all ULA-D badges to the ULA-D Security department or provide a written statement to same as to the disposition of any non-returned badges. Final payment to the CONTRACTOR under this Contract may be withheld and offset against any indebtedness created or owed to ULA as a result of the CONTRACTOR's failure to comply with ULA-D security requirements or pending reconciliation of the aforementioned badge records.