



LOCKHEED MARTIN SPACE SYSTEMS COMPANY

SECTION I: SPECIAL PROVISIONS

1. SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (High Risk Contracts) (DOCFS 1352.237-71, March 2000)

- a. Security Processing Requirement
All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site under this contract must undergo security processing by the Department's Office of Security (OSY) before he or she is eligible to work on the premises of any buildings used for Department operations.
- b. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)
Non-U.S. citizens to be employed under this contract must:
 - (1) Have legal visa status with the Immigration and Naturalization Service (INS);
 - (2) Have advance approval, through LOCKHEED MARTIN, from the servicing Security Officer in consultation with the Office of Security.
- c. Submittal Requirements
The Contractor must complete and submit the following forms to the LOCKHEED MARTIN Procurement Representative, who will forward them through the Contracting Officer's Technical Representative (COTR) to the cognizant Security Officer.
 - (1) Standard Form 85P (SF-85P)--Questionnaire for Public Trust Positions
 - (2) Form FD-258 (Fingerprint Chart with OPM ORI number)

Upon completion of the security processing, OSY, through the Security Office and the LOCKHEED MARTIN Procurement Representative, will notify the Contractor in writing of the individual's eligibility to be given access to DOC buildings. Security Processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. It is the option of OSY to repeat the security processing on any contract employee at its discretion.

- d. Notification of Disqualifying Information
If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such, must immediately remove the employee from duties which require access to DOC facilities.
Individuals may be barred from working on the premises of a facility for any of the following:
 - (1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.
 - (2) Falsification of information entered on security screening forms or on other documents submitted to the Department.
 - (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
 - (4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract, or removal of some contracted employees from DOC facilities. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

2. ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (DOCFS 1352.209-71, MARCH 2000)

- a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information and instituted a plan that mitigates the OCI.
- b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer, through LOCKHEED MARTIN. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. Remedies - LOCKHEED MARTIN may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer or to LOCKHEED MARTIN, LOCKHEED MARTIN may terminate the contract for default, the Government may debar the Contractor from Government contracting, or either may pursue such other remedies as may be permitted by law or this contract.
- d. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

3. GOVERNMENT DIRECTION & INSIGHT

- a. During performance of this contract, Government personnel (and its support contractors) may frequently be present at the Contractor's plant and have other contacts with contractor personnel. Additionally, the Contractor will be required to interact and cooperate with persons supporting various Government working groups. These Government personnel (and its support contractors) will advise the Contractor, review designs, and provide insight or clarifications from time to time; however, these personnel will not approve or disapprove designs and the Contractor shall not construe any insight or clarifications provided by these persons as direction.
- b. The presence and participation of Government officials at a review or other forum does not indicate Government acceptance or concurrence on any matter discussed at that setting, and does not in any way relieve the Contractor of responsibility for performance under this contract.
- c. The LOCKHEED MARTIN Procurement Representative shall be the only individual authorized to direct or redirect the effort or in any way modify any terms of this contract. The Contractor shall not rely on any direction or instruction from any other Government team member that is contrary to the contract or that increases or

decreases the scope or price of the contract. Insight, clarification, and information provided to the Contractor by members of the Government team is provided for the Contractor's benefit and use as it sees fit to accomplish its responsibilities under this contract.

4. ENABLING CLAUSE FOR GOVERNMENT SUPPORT CONTRACTORS

- a. The Government has entered into contracts with The Aerospace Corp., BAE Systems Information Technology, Mitre Corp., Integrity Applications Inc. (IAI), General Dynamics Advanced Information Systems, MIT Lincoln Laboratory, Tecolote Research Corporation, Mitretek Systems, Swales Aerospace, Chesapeake Aerospace, QSS Group Inc., Hammers Co., Honeywell Technology Solutions Inc, SGT Inc, and Muniz Engineering Inc. (MEI) (*collectively, Government support contractors*) for acquisition support services and general systems engineering and integration.
- b. General systems engineering and integration deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the Contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the Government System Program Director as an independent technical assessment for consideration for modifying the program or redirecting the Contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- c. In the performance of this contract, the Contractor agrees to cooperate with the Government support contractors by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced from and excluding financial data; by delivering data as specified in the Contract Data Requirements List (CDRL); by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate personnel. Government support contractor personnel supporting this acquisition are authorized access to any technical information pertaining to this contract.
- d. The Contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Contractor or its subcontractors and the Government or its support contractors.
- e. Government support contractor personnel are not authorized to direct the Contractor in any manner.
- f. **Nothing in this provision precludes execution of a proprietary information nondisclosure agreement between the Contractor and any or all Government support contractors before the exchange or disclosure of the Contractor's proprietary information.**

5. HANDLING OF DATA

- a. In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use data in the

following categories (which may be technical data, computer software, administrative data, management information, or financial data (incl. cost or pricing data)):

1. Data of third parties which the Government has agreed to handle under protective arrangements; and
 2. Government data, the use or dissemination of which the Government intends to control.
- a. In order to protect the interests of the Government and the owners, licensors, and licensees of such data, the Contractor agrees, with respect to any such third party or Government data whether or not marked with a restrictive legend, specifically identified in this contract, or otherwise identified by the Government Contracting Officer, through LOCKHEED MARTIN, as being subject to this clause, to
 1. use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
 2. allow access to such data only to those of its employees that require access for their performance under this contract; and
 3. return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
 - a. The Contractor shall ensure its subcontracts include a data protection clause before releasing information to its subcontractors pursuant to (b)(1) above.
 - b. In the event that data includes a legend that the Contractor deems ambiguous, inappropriate, or incorrect, the Contractor shall treat such data as indicated above unless otherwise directed after obtaining, through LOCKHEED MARTIN, clarification from the Contracting Officer.
 - c. Notwithstanding the above, the Contractor shall not be restricted in the use, disclosure, and reproduction of any data that
 1. is, or becomes, generally available or public knowledge without breach of this clause;
 2. is known to, in the possession of, or developed by the Contractor independently of data made available under this contract;
 3. is rightfully received by the Contractor from a third party without restriction; or
 4. is required to be produced by the Contractor pursuant to a court order or other Government action.
 - a. If the Contractor believes that any of the events or conditions in (d) above remove restriction on the use, disclosure, or reproduction of data, the Contractor shall promptly notify the Contracting Officer, through LOCKHEED MARTIN, of such belief before acting on such belief.

6. RIGHTS IN PROPOSAL DATA

- a. Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government or LOCKHEED MARTIN
 1. May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.
 2. Shall use information contained in the bid or proposal only for evaluation purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, the Government Contracting Officer, or the LOCKHEED MARTIN Procurement Representative to receive such information.
- a. Government rights subsequent to contract award. The Contractor agrees that both the Government and LOCKHEED MARTIN shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the GOES-R Program. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.
- b. Information available without restrictions. The Government's and LOCKHEED MARTIN's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or

proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

- c. Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

6. NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39, Dec 2004)

- a. *DEFINITION. AS USED IN THIS CLAUSE—*

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- b. Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- c. The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- d. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary or LOCKHEED MARTIN may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in

accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- e. The requirement to post the employee notice in paragraph (b) does not apply to—
1. Contractors and subcontractors that employ fewer than 15 persons;
 2. Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 3. Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 4. Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 5. Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- f. The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
1. Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 2. Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 3. Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- f. The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)