

Aerospace FFRDC contract and/or employees of Advisory and Assistance Services contractors that support the Advanced EHF program.

H101 INFORMATION ASSURANCE (AUG 2001)

Information systems shall be managed and engineered using best process and practices that are known to reduce security risks, including the risks to timely accreditation. Information assurance requirements shall be included as part of program and systems design activities to ensure availability, integrity, authentication, confidentiality, and non-repudiation of critical program technology and information. This includes providing for the restoration of information systems by incorporating protection, detection, and reaction capabilities. Information assurance requirement shall be established and maintained throughout the acquisition lifecycle. All Automated Information Systems (AIS) shall meet security requirements in accordance with DODD 5200.28 and be accredited by the Designated Approving Authority prior to processing classified or sensitive unclassified data. Exceptions to the DoDD 5200.28 requirement to use trusted computer products listed on the Endorsed Products List shall be granted only by the Deputy Assistant Secretary of Defense (C3I Acquisition).

H102 ALTERNATE DISPUTES RESOLUTION (AUG 2001)

- (a) The Department of the Air Force (Air Force), and Lockheed Martin Corporation Space Systems Company-Missiles and Space Operations (LMMS) (collectively the Parties) have entered into contract F04701-02-C0002 for the Advanced Extremely High Frequency (EHF) Engineering and Manufacturing Development (EMD)/Production program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.
- (b) The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
- (c) Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.
- (d) If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.
- (e) It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

(f) In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.

H103 ENVIRONMENTAL RESPONSIBILITIES (AUG 2001)

(a) The Contractor and all subcontracts associated with the AEHF Program must comply with all Federal, State, and Local Environmental Laws and Regulations. The AEHF system shall operate within applicable laws and regulations without waivers and minimize the use and generation of hazardous materials at all sites to include launch sites and manufacturing sites.

(b) Hazardous Materials Management: The AEHF system shall not use materials designated as Class I ozone depleting substances (ODSs) in manufacturing, maintenance, launch processing or system disposal. The AEHF design shall identify, justify, and minimize or eliminate requirements for the usage of Class II ODSs and EPCRA Section 313 chemicals.

(c) Pollution Prevention Management: The AEHF system shall conceive and operate a pollution prevention program to help minimize environmental impacts and be able to accumulate environmental life cycle costs associated with environmental compliance. The AEHF design shall identify, minimize or eliminate pollution prevention in manufacturing, launch processing or system disposal.

H104 MENTOR PROTEGE AGREEMENT (AUG 2001)

(a) The Government may fund Mentor-Protege Agreement(s) between the successful offeror (hereafter referred to as the Mentor) in accordance with DFARS 219.7100, "Mentor-Protege Program." The purpose of the program is to provide incentive for DoD contractors to assist small disadvantaged business in enhancing their capabilities and to increase participation of such firms in Government and commercial contracts.

(b) Candidate agreements may involve any area of performance under this contract and the Mentor may propose more than one Protege. The number of agreements will be limited by funds availability. A Small Disadvantaged Business may only serve as a protege to one mentor at a time.

(c) The Contractor is requested propose any candidate Mentor-Protege Agreements which will identify as a minimum, the potential protege(s), type of assistance to be provided, schedule, and estimated subcontracts to be awarded. The Contractor is also requested to provide evidence of a DoD/OSDBU approved mentor request in accordance with DFARS 219.7103-1, or copies of any pending request including date of submission to DoD. If the Contractor intends to participate in the Mentor-Protégé Program, the Contractor shall submit a formal Mentor-Protege Agreement(s) to DoD/OSDBU within thirty (30) days after receipt of award. As an incentive from the DoD, costs incurred by such offeror resulting from its provision of development assistance may be reimbursed. To obtain reimbursement, the Contractor must propose a separately priced contract line item on the resultant contract. Any information related to this program may be submitted as an addendum to the subcontracting plan.

H105 PERFORMANCE-BASED PAYMENTS (APPLICABLE TO FIRM-FIXED PRICE CLINS 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012) PROOFREAD AND FILL IN NECESSARY INFORMATION!! (APR 2000)

(a) In order for the Government to determine whether the Contractor is demonstrating satisfactory technical progress on this program, certain milestone events during the performance of this contract are established. These events are identified in paragraph (g) below as demonstration milestones along with associated target completion dates and completion criteria. A payment will be made to the Contractor upon completion of each milestone event specified in paragraph (g) of this clause in the amount specified for the relevant milestone event.

(b) Upon completion of each milestone billing event, the Contractor shall notify the Contracting Officer in writing, accompanied by a voucher, that the milestone event has been completed. The Contractor's written