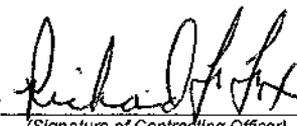


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE See Block #2	PAGE OF PAGES 1 of 6		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY ESC/NIK 45 ARNOLD STREET HANSCOM AFB MASS 01731-2102 JEFFREY W. WONG 781-377-2326 JEFFREY.WONG@HANSCOM.AF.MIL		3. EFFECTIVE DATE FA8725		7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. FA8725-04-R-0004	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
A. The purpose of this amendment is to make the following changes to the RFP as contained in the following pages.							
B. Please return the signed amendment by 06 July 2004, 4:00 PM Eastern Time.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print).				16A. NAME AND TITLE OF SIGNER (Type or print) RICHARD F. FOX			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		01 JULY 2004	

SCHEDULE OF CHANGES

The purpose of this amendment is to make the following changes to the model contract.

1. Section B, Supplies and Services

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (Sep 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is TBN (if options exercised).

Applicable to following Line Items: Option CLINs 0026, 0029, 0032, 0035, 0038, 0041, 0044, 0047, 0050, 0053, 0056, 0059, 0062, 0065, 0068, 0071, 0074, 0077, 0080, 0083.

This clause will be updated at downselect award.

B054 IMPLEMENTATION OF LIMITATION OF FUNDS (Feb 2003)

(a) The sum allotted to this contract and available for payment of costs under option CLINs 0003, 0004, 0026, 0029, 0032, 0035, 0038, 0041, 0044, 0047, 0050, 0053, 0056, 0059, 0062, 0065, 0068, 0071, 0074, 0077, 0080, 0083 through TBN in accordance with the clause in Section I entitled "Limitation of Funds" is TBN.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \$0.00 (insert dollar amount) is obligated for payment of fee for work completed under CLINs any Cost Reimbursement CLIN.

This clause will be updated at downselect award.

2. Section E, Inspection and Acceptance

E005 INSPECTION AND ACCEPTANCE (Mar 1998)

a. Line Item 0001, Option Line Items 0003, 0004, & 0025, 0026, 0028, 0029, 0031, 0032, 0034, 0035, 0037, 0038, 0040, 0041, 0043, 0044, 0046, 0047, 0049, 0050, 0052, 0053, 0055, 0056, 0058, 0059, 0061, 0062, 0064, 0065, 0067, 0068, 0070, 0071, 0073, 0074, 0076, 0077, 0079, 0080, 0082, 0083, 0085, 0086 - Inspection and acceptance shall be performed at the destination, Electronic Systems Center, ESC/NI3, Hanscom AFB, MA.

b. Line Item 0002 & Option Line Items 0005, 0024, 0027, 0030, 0033, 0036, 0039, 0042, 0045, 0048, 0051, 0054, 0057, 0060, 0063, 0066, 0069, 0072, 0075, 0078, 0081, 0084 - The data shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit A & B, and inspected and accepted at the address indicated in Exhibit A & B. The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibit A & B, which called for submission of data or software with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

c. Option Line Items 0006-0023 - If ordered, these items shall be delivered F.O.B. Destination on a DD Form 250, Material Inspection and Receiving Report. Inspection and acceptance shall be performed at the destination.

3. Section F, Deliveries or Performance

The following clauses are deleted:

FAR 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)
FAR 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

4. Section H, Special Provisions

The following Special Provision is changed as follows:

SCHEDULE OF CHANGES

ESC-H006 INDEFINITE DELIVERY/INDEFINITE QUANTITY OPTION CLINS 0006-0023 - APPLICABLE TO PHASE II ONLY (Apr 2004)

1. The government will have the right to order from one (1) to the maximum quantity of each CLIN listed below. The government may make multiple orders against each CLIN up to the maximum quantity of the CLIN during the ordering period for each CLIN. The minimum quantity the Government is required to order is TBD. This clause will be updated at downselect award.

CLIN	Quantity	Ordering Period	Pricing
0006	42	Anytime during from four (4) months after downselect thru Government Fiscal Year 06	Attachment No. 3 of RFP
0007	42	Anytime during from four (4) months after downselect thru Government Fiscal Year 06	Attachment No. 3 of RFP
0008	4	Anytime during from four (4) months after downselect thru Government Fiscal Year 06	Attachment No. 3 of RFP
0009	17	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0010	17	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0011	2	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0012	2	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0013	2	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0014	2	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0015	2	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0016	42	Anytime during Government Fiscal Year 07	Attachment No. 3 of RFP
0017	170	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0018	170	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0019	10	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0020	10	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0021	12	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0022	12	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *
0023	20	Anytime during Government Fiscal Year 08 thru end of contract	Attachment No. 3 of RFP *

Pricing is in accordance with Attachment No. 3 of the RFP.

* These ordering CLINs will end in the fifth year of the contract depending upon when the contract is awarded.

ESC-H002 TASK REQUIREMENTS NOTICE - TIME AND MATERIALS (Apr 2004)

[Applicable to Option CLINs 0025-069]

(a) Task requirements will be defined by issuance of a Task Requirement Notice on a labor hour basis. For purposes of Option CLINs 0025-0069 labor, material, travel and subsistence are included in separate CLINs. The CO is the only individual authorized to issue Task Requirement Notices under this contract.

The following Special Provision is deleted:

H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)

The following Special Provision is added:

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

SCHEDULE OF CHANGES

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

5. Section I, Contract Clauses

The following clauses are deleted:

FAR 52.244-02 SUBCONTRACTS (Aug 1998)
FAR 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
AFMC 5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)
AFMC 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997) - ALTERNATE II (JUL 1997)
DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Mar 2000)
DFARS 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (May 1995)
DFARS 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (Sep 1999)
DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Dec 1991)

The following clause is added:

FAR 52.232-16 PROGRESS PAYMENTS (2003)

The following clause is changed:

DFARS 252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (Mar 1998)
Para (f), Subcontractors selected for application of EVMS: 'Applicable to Phase II Only

6. Section J, List of Attachments

Appendix A
Updated in accordance with the attached change pages

SCHEDULE OF CHANGES

Attachment No. 1
Updated in accordance with the attached change pages

Attachment No. 4
Updated in accordance with the attached change page

Attachment No. 11
Updated in accordance with the attached change pages

LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 4	TBD	28 JUN 2004	CONTRACTOR REQUEST FOR JSS SPONSORSHIP FOR EQUIPMENT/SOFTWARE PURCHASE OR GOVERNMENT INFORMATION

EXHIBIT A
JSS Contract Data Requirements List (CDRL) for Phase 1

- 1) All electronic copies of deliverables shall be submitted in a format readable using Microsoft (MS) Word 2000, MS Excel 2000, MS Project 2000 or an electronic output from a scheduling tool that is in PDF format or readable by a product in the MS 2000 suite, MS PowerPoint 2000, unless otherwise called out in the specific CDRL. If the contractor believes these formats are inappropriate, the contractor shall provide rationale and the application needed to read the electronic copy.
- 2) Unclassified and FOUO CDRLs will be mailed to ESC/NI, Richard Fox, Contracting Officer, ESC/NI, ESC/NI3N, Bldg. 1600, 45 Arnold Street, Hanscom Air Force Base, Massachusetts, 01731.
- 3) All CDRLs shall be unclassified.
- 4) All "days" referred to in the CDRLs shall be "Calendar days".
- 5) The CDRLs shall be submitted in accordance with the contractor's internal Quality Assurance standards.
- 6) A written notification of receipt is required for all CDRLs.

Table 1. CDRL Delivery Addresses

Distribution – Hard Copy	Address for CDRLS
ESCNI	Attn: JSS PCO (Richard Fox) ESC/NI3N, Bldg 1600 45 Arnold Street, Hanscom Air Force Base, Massachusetts, 01731

**EXHIBIT A
JSS PHASE 1 CONTRACT DATA REQUIREMENTS LIST**

CDRL	DID Name	DID Number
A001	Phase 1 Final Report	DI-MISC-80508A/T
A002	Technical Report – Study/Services Draft System Security Authorization Agreement (SSAA)	DI-MISC-80508A/T
A003	Technical Report/Study Services Platform Integration Study	DI-MISC-80508A/T

CDRL Sequence No.	A001
DID No.	DI-MISC-80508A/T
DID Title	Phase 1 Final Report
Subtitle	
CLIN #	0002
SOW Reference(s)	4.1.2
Frequency	Once
As of Date	
Date of First Submission	Six months after contract award
Date of Subsequent Submission	
Is Government Approval Needed?	No
Distribution	See Table 1. The contractor shall submit 10 hard copies and 2 CDs.
Description	Contractor Format Acceptable The JSS Phase 1 Final Report shall provide the results of all activities, analyses, and studies completed as part of the Phase 1 effort as outlined in paragraph 4 of the SOW. The report shall be formatted for ease of use and readability.

CDRL Sequence No.	A002
DID No.	DI-MISC-80508A/T
DID Title	Technical Report – Study/Services
Subtitle	Draft System Security Authorization Agreement (SSAA)
CLIN #	0002
SOW Reference(s)	4.1.2
Frequency	Once
As of Date	
Date of First Submission	Six months after contract award
Date of Subsequent Submission	
Is Government Approval Needed?	No
Distribution	See Table 1. The contractor shall submit 5 hard copies and 2 CDs.
Description	<p>The IT SSAA is a management plan for JSS that addresses program protection and system security requirements throughout the system's life-cycle in order to ensure un-compromised operational effectiveness. Application of protection principles, and identification of trade-offs between countermeasure implementation, cost, and operational effectiveness.</p> <p>Contractor will follow the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP)- (DoDI 8500.1) and the DITSCAP Application Manual (DoD 8510.1-M). Format will be in accordance with DoD 8510.1M. In cases of conflicting guidance or lack of specific guidance, direction will be provided from the SPO.</p> <p>The Phase 1 SSAA is the initial draft SSAA for the JSS system (Phase 1 and Phase 2).</p> <p>The draft SSAA shall include the Security Requirements Traceability Matrix (RTM) and the draft Certification Test Procedures.</p>

CDRL Sequence No.	A003
DID No.	DI-MISC-80508A/T
DID Title	Technical Report/Study Services
Subtitle	Platform Integration Study
CLIN #	0002
SOW Reference(s)	4.4
Frequency	Once
As of Date	
Date of First Submission	Nine months after contract award
Date of Subsequent Submission	
Is Government Approval Needed?	No
Distribution	See Table 1. The contractor shall submit 2 CDs
Description	The contractor shall provide an integration study as specified in paragraph 4.4 of the SOW. The study shall include the needed details for an independent working group to incorporate the JSS. At a minimum, the details shall include: Radios, Interfaces, Ancillary Equipment, Power Distribution, Security Accreditation Concerns, Cooling air requirements, documentation requirements, Installation Procedures, Cabling, Security requirements, Logistics, Training, configuration control, performance parameters, environmental impacts, scheduling constraints.

1. The approach to multi TDL-network management
2. Standardization and Open System Implementation
3. Integrating RAPIDS and C2ERA in the software development approach
4. Top Level Software and Local and Remote JDR top level Database Design
5. Define the approach to implement MIL STD 6016C Appendix V network management capabilities (Redlining the MIL STD is acceptable)

The contractor shall document the results of the technical analyses in the Final Report. (A001)

The contractor shall provide a draft System Security Authorization Agreement (SSAA) for JSS. (A002)

1.1 Meetings (CLIN 0001)

The contractor shall host a kick-off meeting, at its facility, on a Government specified date, no later than 21 days after contract award. The purpose of the kick-off meeting is to establish the working relationships and address any concerns. The time allocated for the kick-off meeting shall not exceed one day (6 hrs).

The contractor and the Government, via the Procurement Contracting Officer (PCO), will hold teleconferences or VTCs in months three (3) and five (5) for status review.

The contractor may request, when needed, a meeting with the Government via the Procurement Contracting Officer (PCO) to address issues.

1.2 Phase 1 Contractor Demonstration/Presentation (CLIN 0001)

The Contractor shall demonstrate their current hardware/software capability and supporting presentation to assist the Government in assessing the feasibility and risk of the Offeror's proposed approach to meeting the Phase 2 Engineering Development Model (EDM) initial deliveries and all Phase 2 requirements. The Contractor's presentation shall describe their approach for evolving their current capability to meet the Phase 2 Engineering Development Model (EDM) initial deliveries and all Phase 2 requirements.

The Contractor shall have all materials for demonstration of their current hardware/software capability along with their presentation material on dock at SPAWARSYSCEN no later than six (6) months after contract award. The following address (s) shall be used:

UNCLASSIFIED MATERIAL:

**COMMANDING OFFICER, Attn: David Roth or Pal Segui, Code 24522
SPAWARSYSCEN San Diego, 52560 Hull Street, San Diego, CA 92152-5001**

CLASSIFIED MATERIAL:

Please use one of the below addresses when mailing classified material. The outside layer of packaging may only show the below addresses.

FedEx Only: COMMANDING OFFICER, SPAWARSYSCEN, 53605 Hull Street, San Diego, CA 92152-5410

USPS Registered / Express Mail: COMMANDING OFFICER, SPAWARSYSCEN, 53605 Hull Street, San Diego, CA 92152-5410

The inner layer of the classified package must show the following Name and Code of the Government recipient at the command:

Attn: David Roth or Pal Segui, Code 24522

The contractor shall present their proposed JSS solution at a time to be specified by the Government. The time allocated for the demonstration/presentation shall not exceed 5 days (8 hrs per day). If required, an additional two-day setup (8 hrs per day) and an additional two-day breakdown (8 hrs per day) shall be allocated.

The contractor may make repairs during the demonstration/presentation; however, time spent making repairs will be counted as part of the demonstration time. If downtime is attributed to the Government equipment or external factors (weather, facility closings), additional time will be provided.

The contractor shall be responsible for shipping all material back to the contractor's location at the end of the demonstration/presentation.

The contractor demonstration/presentation team shall not exceed six (6) individuals.

1.3 Phase 1 Platform Integration Study (3 month study) (CLIN 0001)

In the final three (3) months of the Phase 1 effort, the Contractor shall conduct an integration study focusing on three (3) government platforms. The government platforms shall be the Air Force Air Operation Center (AOC) using the MIDS LVT2 with Ethernet, a Navy C2P surface platform using the Class 2H Shipboard terminal with 1553 BUS, and the Navy (UYK-43 based) Model 5 Common Data Link Management System (CDLMS). The study shall define the JSS integration characteristics of the platform to include environment, EMI/EMC, cabling, interfaces, training, test tools, etc. (A003)

CONTRACTOR REQUEST FOR
JOINT INTERFACE CONTROL OFFICER (JICO) SUPPORT
SYSTEM (JSS) SPONSORSHIP FOR
EQUIPMENT/SOFTWARE PURCHASE OR GOVERNMENT
INFORMATION

ATTACHMENT 4

CONTRACT NUMBER: FA8725-04-R-0004/0002

DATE: JUNE 28, 2004

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-07 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)
52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Cost/Cost-Plus-Award-Fee/Firm Fixed Price/Time and Materials'
52.222-24 REAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-15 Progress Payments Not Included (APR 1984)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Richard Fox, PCO, ESC/NI, Bldg 1600
45 Arnold Street, Hanscom Air Force Base, Massachusetts, 01731

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.234-7000 Notice of Earned Value Management System (MAR 1998)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

f) Volumes shall include the following:

Volume No.	Title
I	Executive Summary
II	Mission Capability
III	Contract Documentation
IV	Cost/Price
V	Past Performance

- g) The Government may consider any offeror's exception to the terms and conditions in this RFP to be a deficiency, which may render the offer unacceptable.
- h) The offeror shall assume that the Government has no prior knowledge of its facilities and experience, and will base its evaluation on the information presented in the offeror's proposal and, if a site visit is made, on the information collected during the site visit.
- i) Elaborate brochures or documentation, binding, detailed art-work, or other embellishments are unnecessary and are not desired.
- j) The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.
- k) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy the extra copies of unsuccessful proposals, unless the offeror specifically requests at the time the proposal is submitted that they be returned.

2.1 General Information

2.1.1. Point of Contact

Mr. Richard Fox, the Program Contracting Officer (PCO), is the "Primary point of contact" and Jeffrey Wong is the "Alternate point of contact" for this acquisition, except to request documents from the reference library. Address any questions or concerns you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located in Section A, DD Form 1707, Block 4, "Issuing Office" of the model contract/ solicitation.

2.1.2. Debriefings

The PCO will promptly notify offerors of any decision to exclude them from the competitive range, if discussions are held, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The PCO will notify unsuccessful offerors in the competitive range, if applicable, of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must

accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.5 Electronic Offers

For electronic copies, indicate on each CD ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, supplements, and attachments, if any. The offeror shall submit volumes I through V in electronic format, using IBM-compatible, virus-free CD ROMs. Volumes I and II may be combined together on one CD, all other volumes (III, IV, and V) must each be stored on a separate CD. If files are compressed, the necessary decompression program must be included. For each submission, all CDs shall be placed in plastic sleeves in one separate binder or into a box. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Word 97, an electronic output from a Scheduling tool that is in PDF format or readable by a product in the MS 97 suite, and MS-Power Point 97. In the event hardcopy and softcopy content conflict, hard copies will take precedence over electronic copies.

2.6 Distribution

All proposal material (hard copies and soft copies) must be delivered according to the schedule presented in Section A (DD Form 1707). Past performance volumes should be presented 15 days prior to the schedule specified in Section A. The total hard copy (including the original) and soft copy quantities of all volumes listed in Table 2.6 shall be addressed/delivered to the PCO, Attn: Mr. Richard Fox, ESC/NI, Bldg 1600, 45 Arnold St, Hanscom Air Force Base, Massachusetts, 01731-2102

Table 2.6

Volume No.	Title	Copies	Soft Copy
I	Executive Summary	15	2
II	Mission Capability	15	2
III	Contract Documentation	3	2
IV	Cost/Price	3	2
V	Past Performance	5	2
N/A	CDROMS	Binder or Box containing all CDROM copies for each submission	

Complete Exhibit B paragraph 11. Describe the features of the web-site. Describe the program information that will be available in addition to the CDRL data items through the program web-site, for example risk management plan, draft and final briefing materials and meeting agenda, action item database, documents listed in the Data Accession List (DAL), etc.

5.4.4.3 Attachment 1 – SOW for JSS

The Offeror shall replace the SOW with a CSOW that will be incorporated into the contract after PCO approval.

The SOW may be used as the CSOW; however, the offeror shall define all work performance and data requirements consistent with the technical proposal, and expand the SOW to the extent necessary to conduct this acquisition and ensure consistency with the proposal. The offeror shall provide CDRL references at the end of the applicable paragraphs listing the CDRL number and DID using the format “(CDRL A001).” The SOW may refer to the IMP, but it shall not contain references to Sections L or M.

A copy of the proposed CSOW shall be provided for the Mission Capability volume. See Section L 4.2.2.1.

5.4.4.4 Attachment 2 and 2A -- JSS TRD and Appendix B

Complete the TRD Appendix B Requirements Traceability Matrix (RTM) by completing the Columns entitled *KTR Phase 2 EDM* and *KTR phase 2*. For Phase 2 initial EDM deliveries all Phase 2 initial EDM requirements must be satisfied. For Phase 2, all threshold and KPP requirements must be satisfied. The contractor may propose depending on their approach additional capabilities. If additional capabilities that are not listed in the TRD are proposed, define them in the TRD Appendix B RTM.

5.4.4.5 Attachment 3 - B Tables

For Phase 1, include the blank B Tables.

5.4.4.6 Attachment 4 – CONTRACTOR REQUEST FOR JSS Sponsorship for Equipment/Software purchase or Government Information

The Government plans to provide sponsorship for purchase of Equipment/Software requiring Government approval. The Government plans to provide sponsorship to the offeror in obtaining Government Information. The Government cannot guarantee or be responsible for the availability of any sponsored items. The offeror shall supply this information in the format shown in Table 5.4.4.6 using milestones instead of dates; e.g. 10 days prior to SRR until PDR. The earliest date the Government will accept is **30 days after contract award**.

7.0 Volume V - Relevant Past Performance

7.1 General

Each offeror shall submit an **unclassified** past performance volume with its proposal, containing an introduction providing the general team data and the past performance information in accordance with the format contained in Section L Attachment L-4. This information is required on the offeror and all key[1] or major[2] subcontractors, teaming partners, and joint venture partners. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance. The offeror shall submit, along with the information required in this paragraph, a consent letter, executed by each subcontractor, teaming partner, or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance. If necessary, subcontractors can submit their information directly to the Government.

7.2 Early Proposal Information

Each offeror is requested to submit the information shown in Attachment L-4 for each relevant Government contract 15 days prior to the date set for receipt of proposals. Failure to submit early proposal information will not result in offeror disqualification. A copy of the questionnaire in Attachment L-5 shall be sent to the relevant program (first priority), contracting (second priority) or administrative contracting (third priority) office for all (Offeror's and Subcontractor's) efforts identified in Attachment L-4 with requests for the completed forms to be faxed to: (781) 377-0498, alternate fax (781) 377-3812 or DSN fax 478-9959, alternate DSN fax 478-3812 ATTN: Mr. Richard Fox, PCO, not later than the proposal due date.

7.3 Relevant Contracts

In accordance with Attachment L-4 Past Performance Information, the offeror shall submit present and recent past performance information on five (5) recent contracts that the offeror considers most relevant in demonstrating the offeror's ability to perform the proposed JSS effort. Also include information on two (2) recent contracts performed by each key or major subcontractor, teaming partner, or joint venture partner, that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance.

The offeror shall identify all subcontractors, teaming partners, and joint venture partners that the offeror considers to be either key or that will perform at least 20 percent of the effort based on price. The offeror shall identify the scope of their work proposed for JSS. The offeror shall provide relevant past performance information on all key or major subcontractors, or teaming partners, or joint venture partners.

1 Key subcontractors, teaming partners, and joint venture partners are those whose failure of performance would cause failure of the total project

2 Major subcontractors, teaming partners, and joint venture partners are those whose proposed effort to perform exceeds 20 per cent of the total effort based on the total proposed price.

(18) Did the contractor integrate RAPIDS and/or C2ERA in the software development approach?

E V S N M U

(19) What is your overall rating of the contractor's performance?

E V S N M U

(20) Identify the contractor's overall strengths and weaknesses.

(21) Given the choice, would you award to this contractor again?

(22) Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract? Please identify contract/program and point of contact.

(23) Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

(If more comment space needed, write on back, or attach pages.)

5. Please provide the name, title, address, and phone number of the person completing this questionnaire.

Phone _____ FAX _____

6. Thank you for your assistance in this source selection. If you have any questions, please call Richard Fox at 781-377-6395.

**ATTACHMENT L-6 INFORMATION TO OFFERORS AND INSTRUCTIONS FOR
 PHASE 2 CALL FOR IMPROVEMENT**

The original IFPP instructions (L III) apply except where noted. These instructions may change at the time for Call for Improvements.

2.0 General Instructions

b) The proposal shall be unclassified. The offeror's Phase 2 proposal shall consist of the call for improvement response, CDRLs A001 and A002 and is subject to evaluation as described in Section H ESC-H005. For purposes of proposal evaluation, the government will use \$1,253,500.00 for Travel and Other Direct Cost (ODC). Offerors are directed to propose these costs and not substitute other amounts.

f) Volumes will be due as follows:

Volume	Volume Title/Section	Dates of Submission
II	Selected Sections of Mission Capability as defined in table 2.2 and CDRLs A001 and A002 IAW SOW para 4.0	Six months after contract award
III	Contract Documentation	Six months after contract award
IV	Cost/Price	Six months after contract award
V	Past Performance	Six months after contract award
	Demonstration/Presentation Materials	IAW the SOW

2.2 Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 2.2 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 2.2. The volumes identified in the table should be separately bound in three-ring, loose-leaf binders. The contents of each proposal volume are described in the IFPP paragraph as noted in the table below. A Table of Contents, Glossary, and Cross Reference matrix are required for each volume but are not listed in Table 2.2. The Cross Reference Matrix contained in Volume I (Executive Summary)

Table 2.2 - Proposal Organization

Volume	IFPP Paragraph Number	Volume Section	Volume Title	Hard Copy Qty *	Soft Copy Qty	Page Limit	Updated for Call for Improvements
I	3.0		Executive Summary	15	2	5	No
II	4.0		Mission Capability	15	2	15	<i>As Specified</i>
	4.2.1	Section A	Architecture and Design	A001 10 & A002 5	2	<i>Completed CDRLs</i>	<i>Section A is replaced by Phase I CDRL A001 and A002</i>
		Attachment A-1	Completed copy of JSS TRD Appendix B RTM			Completed Appendix	<i>Yes if changed</i>
	4.2.2	Section B	Integrated Processes			15	<i>Yes if changed</i>
	Table 4.2.2		Risk Mitigation			Completed Risk Matrix	<i>Yes if changed</i>
	4.2.2.1	Attachment B-1	Proposed Contractor SOW			As Required	<i>Yes if changed</i>
	4.2.2.2	Attachment B-2	Para 11 of Exhibit B			As Required	<i>Yes if changed</i>
	4.2.2.3	Attachment B-3	Integrated Management Plan			As Required	<i>Yes if changed</i>
	4.2.2.4	Attachment B-4	Integrated Master Schedule			Summary Schedule -- See 4.2.2.3 c.	<i>Yes if changed</i>
	4.2.2.5	Attachment B-5 Attachment B-5	Software Information: Software Estimate			As Required	<i>Yes if changed</i>
							<i>Yes</i>
III	5.0		Contract	3	2	Unlimited	<i>Yes</i>
IV	6.0		Cost Proposal	3	2	Unlimited	<i>Yes</i>
V	7.0		Past Performance	5	2		
			Introduction			Maximum of 3 pages	<i>Only for new subcontractor</i>

Volume	IFPP Paragraph Number	Volume Section	Volume Title	Hard Copy Qty *	Soft Copy Qty	Page Limit	Updated for Call for Improvements
			Relevant Past Performance			Maximum of 5 pages per contract submitted	<i>Only for new subcontractor</i>
			Relevant Past Performance / List with company and division names, location, and scope of work of Subcontractors/Teaming Partners/ and Joint Venture Partners, and Authorization Letters			Completed List and All letters	<i>Only for new subcontractor</i>
			Relevant Past Performance / Organization Structure Change History			Maximum of 4 pages for Offeror and each subcontractor submitting Past Performance Data	<i>Only for new subcontractor</i>

* The hard copy count includes 1 original.

2.6 Distribution

All proposal material must be delivered according to the schedule presented in paragraph 2.0 not later than 2:00 p.m. EDT time on the required submission date. The total hard copy (including the original) and soft copy quantities of all volumes listed in Table 2.6 shall be addressed/delivered to the PCO, Attn: Mr. Richard Fox, ESC/NI, Bldg 1600, 45 Arnold St, Hanscom Air Force Base, Massachusetts, 01731-2102

4.2.1 SECTION A - Architecture and Design

The offeror shall propose an architecture, design, and functionality that achieve the program objectives as described in the JSS TRD, SOW and is consistent with the offeror's CSOW. The contractor shall provide CDRLs A001 and A002. The Offeror shall provide a completed copy of the RTM Appendix B of the JSS TRD identifying the capabilities that will be provided in each Phase (e.g., *KTR Phase 2 initial EDM* and *KTR Phase 2*). If additional capabilities are proposed for JSS, the Offeror shall add those capabilities to the RTM, Appendix B of the TRD. The completed copies of the JSS TRD RTM are not included in the page count.

4.2.2 SECTION B Integrated Processes

The offeror shall, if changes have occurred, update the integrated processes and Risk Matrix provided in Phase 1 that will be used to successfully execute, within the funding constraints and proposed schedule, the objectives and requirements as described in the JSS TRD, and SOW, and is consistent with the offeror's CSOW, TM86-01, Provisioning Data, and Exhibit B Contract Data Requirements List (CDRL).

4.2.2.1 Attachment B-1 SOW

If changed, include the proposed CSOW developed by the offeror that replaces the SOW (Attachment 1 of the RFP). Reference Section L, paragraph 5.4.4.3 for instructions.

4.2.2.2 Attachment B-2 Exhibit B Section

If changed, provide a duplicate copy of paragraph 11 of Exhibit B describing the website features and the program data that will be posted. Reference Section L, paragraph 5.4.4.2 for instructions.

4.2.2.3 Attachment B-3 Integrated Master Plan (IMP) for Phase 2:

If changed, update the IMP including the CWBS provided in the Phase 1 proposal with the call for improvements. The contractor shall tailor the IMP to reflect the particulars of the contractor's entire plan to manage all aspects of the Phase 2 contractual effort. Contractor format is acceptable.

4.2.2.4 Attachment B-4 Integrated Master Schedule for Phase 2

If changed, the offeror shall update the IMS that was provided in the Phase 1 proposal for JSS Phase 2.

4.2.2.5 Attachment B-5 Software Information

Update the Phase 1 proposal information if there have been any changes to the Summary of Ratings, Appraisal Reports, or Software effort estimate.

4.2.3 Demonstration/Presentation

The offeror shall demonstrate their current hardware/software capability, present their proposed solution for the JSS program and their risk assessment and mitigation approach.

The offeror may request to perform a 6 hour site survey at the Government designated demonstration/presentation facility no later than 60 days after Phase 1 contract award. The offeror shall provide a site survey questionnaire no later than 30 days after Phase 1 contract award. The government will respond 14 days after receipt of the questionnaire.

4.2.3.1 Demonstration/Presentation Procedure

The offeror will contact Richard Fox (Richard.fox@hanscom.af.mil) to arrange for demonstration/presentation facility access.

Information regarding the demonstration/presentation location, time, clearances and approvals to bring material into the facility will be provided prior to Site Survey. The demonstration/presentation date for each contractor will be determined by random lottery.

- The tentative date of the first demonstration/presentation is six months after contract award. The Contractor shall have all materials for demonstration of their current hardware/software capability along with their presentation material on dock 180 DAC, location to be specified by the Government. The time allocated for the demonstration/presentation shall not exceed 5 days (8 hrs per day). If required, an additional two-day setup (8 hrs per day) and an additional two-day breakdown (8 hrs per day) shall be allocated.
- The demonstration/presentation will be run in a SECRET environment. The Contractor shall take appropriated protection and/or declassification steps as all connected systems will be considered classified at the end of the demonstration/presentation.
- The contractor may make repairs during the demonstration/presentation – time spent making repairs will be counted as part of the demonstration/presentation time. If downtime is attributed to the Government equipment or external factors (weather, facility closings), additional time will be provided.
- The contractor shall ship all demonstration/presentation materials back to the contractor's location at the end of the demonstration/presentation.