

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Page of  
1 14

2. Amendment/Modification No. 0002	3. Effective Date Jul 1, 2004	4. Requisition/Purchase Req. No. NWWE0000-4-00051	5. Project No. (if applicable)
6. Issued By DOC/NOAA/NWS Acquisition Management Div. 1305 East West Highway Suite 7604 Silver Spring, MD 20910		7. Administered By (If other than Item 6) DOC/NOAA/NWS Acquisition Management Div. 1305 East West Highway Suite 7604 Silver Spring, MD 20910	

8. Name and Address of Contractor (No., Street, County, and Zip Code)	(X)	9A. Amendment of Solicitation No. DG133W-04-RP-0030
	X	9B. Date (See Item 11) Jun 2, 2004
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code	Facility Code
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended  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 8 and 15, and returning 2 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 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 MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth 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  is not,  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.)

1. The purpose of Amendment 0002 is to:

(A) Respond to vendor's questions as referenced to Attachment A.

(B) Change due date for receipt of proposals from 2 July 2004 to 16 July 2004 by 12:00 PM; and

2. This Amendment revises the Solicitation as follows:

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 Contracting Officer (Type or Print)	
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**Section B:**

Change CLIN 0001C, 1001C, 2001C, 3001C, and 4001C to read as "Integrated Lighting Data" instead of "Total Lightning Data".

**Section C:**

Change Section C.1.3, Government/Participating Agency Data Rights, “..... If the contractor does archive the transmitted lightning data as received by the Government/NWS, the Government/NWS **will not archive this data.**”

If there is any disparity between the questions and answers on the web site and this Amendment, this Amendment shall prevail. Any additional questions received will be responded to in a subsequent Amendment.

**SCHEDULE**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide real-time cloud to ground lightning data, with an option for integrated lightning (cloud-to-cloud, between cloud, in-cloud, and cloud to air). This is an Indefinite Delivery-Indefinite Quantity Contract with Firm Fixed Priced Delivery Orders in accordance with the attached Statement of Work. Lightning Data for Fiscal Year 05	0	EA		
0001A	BASE YEAR - October 1, 2004 through September 30, 2005 Base requirement - Cloud-to-Cloud Lightning data for Zone 1.	12	MO		
0001B	Option - Zones 2 through 26.	12	MO		
0001C	Option - Integrated Lightning Data	12	MO		
0001D	Option - Hardware	12	MO		
0001E	Option - Software	12	MO		
0001F	Option - Archived data and communications	12	MO		
0001G	Option - Cloud-to-cloud Lightning Data	12	MO		
1001	Lightning Data for Fiscal Year 06.  OPTION YEAR I - October 1, 2005 through September 30, 2006.	12	MO		
1001A	Option Year I Requirement - Cloud-to-Cloud Lightning data for Zone 1.	0	MO		
1001B	Option - Zones 2 through 26.	12	MO		
1001C	Option Year I Option - Integrated Lightning Data	12	MO		
1001D	Option Year I Option - Hardware	12	MO		
1001E	Option Year I Option - Software	12	MO		
1001F	Option Year I Option - Archived data and communications	12	MO		
1001G	Option Year I Option - Cloud-to-cloud Lightning Data	12	MO		
2001	Option Year I Lightning Data for Fiscal Year 07.  OPTION YEAR II - October 1, 2006 through September 30, 2007.	12	MO		
2001A	Option Year II Requirement - Cloud-to-Cloud Lightning data for Zone 1.	12	MO		
2001B	Option - Zones 2 through 26.	12	MO		
2001C	Option Year II Option - Integrated Lightning Data	12	MO		
2001D	Option Year II Option - Hardware	12	MO		
2001E	Option Year II Option - Software	12	MO		
	Option Year II				

**SCHEDULE**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2001F	Option - Archived data and communications	12	MO		
	Option Year II				
2001G	Option - Cloud-to-cloud Lightning Data	12	MO		
	Option Year II				
3001	Lightning Data for Fiscal Year 08.	12	MO		
	OPTION YEAR III - October 1, 2007 through September 30, 2008.				
3001A	Option Year III Requirement - Cloud-to-Cloud Lightning data for Zone 1.	12	MO		
3001B	Option - Zones 2 through 26.	12	MO		
	Option Year III				
3001C	Option - Integrated Lightning Data	12	MO		
	Option Year III				
3001D	Option - Hardware	12	MO		
	Option Year III				
3001E	Option - Software	12	MO		
	Option Year III				
3001F	Option - Archived data and communications	12	MO		
	Option Year III				
3001G	Option - Cloud-to-cloud Lightning Data	12	MO		
	Option Year III				
4001	Lightning Data for Fiscal Year 09.	12	MO		
	OPTION YEAR IV - October 1, 2008 through September 30, 2009.				
4001A	Option Year IV Requirement - Cloud-to-Cloud Lightning data for Zone 1.	12	MO		
4001B	Option - Zones 2 through 26.	12	MO		
	Option Year IV				
4001C	Option - Integrated Lightning Data	12	MO		
	Option Year IV				
4001D	Option - Hardware	12	MO		
	Option Year IV				
4001E	Option - Software	12	MO		
	Option Year IV				
4001F	Option - Archived data and communications	12	MO		
	Option Year IV				
4001G	Option - Cloud-to-cloud Lightning Data	12	MO		
	Option Year IV				

**ATTACHMENT A**

**Q.1. Standard Form 1449.**

Are we correct in assuming that the following statements are correct with regard to the CLIN descriptions in Column 20 (Supplies/Services of the SF1449:

a. The term "Option Year I" is listed below CLIN 1001G and above the term "Lightning Data for Fiscal 07" (CLIN 2001) and similarly increasing numerically, for subsequent option years in more or less in the same position. Is this a typo? Attached is a copy of one page of the form with the item circled.

**A.1.a No this is not a typo. The procurement system is structured to separate each CLIN by a designated number, i.e. CLIN 1001 includes "Lightning Data for Fiscal Year 06....OPTION YEAR I – October 1, 2005 through September 30, 2006, etc.**

b. The terms "Integrated Lightning" and "Total Lightning Data" (in CLIN 0001C and subsequent CLINs) are very similar. Therefore, by definition are they both one in the same?

**A.1.b CLIN 0001C and subsequent CLINS have been changed to read "Integrated Lightning Data". Section B is revised to reflect this change.**

c. CLIN 0001G provides for optional cloud-to-cloud lightning data. Are we correct in assuming that one or both of the following is/are correct?

**A.1.c Yes. Both circumstances can be priced as stated. The general intention of the CLIN was to add cloud lightning to existing cloud to ground lightning data in the designated areas of coverage.**

(1) CL lightning may be offered as a separate data stream with its own price under CLIN 0001G and/or

(2) CL lightning data may be offered along with CG data as part of CLIN 0001C.

**A.1.c.2 This would include Cloud Lightning and Cloud-to-cloud.**

d. With regard to contract users, the narratives that describe the various agency uses of the data are very helpful. However, with no prior experience with this contract, the number of systems supported (such as AWOS/ASOS) as well as the number of users who may access the data under the contract, or at least are currently using it, is an unknown.

(1) Is there any way the Government can provide information as to the number of users and systems involved with the current contract or,

(2) Provide an estimate as to the number of users and systems that may possibly use data in some form under the new contract?

**A.1.d The number of sites receiving data under the current contract are as follows:**

**NWS - National Centers ..... 4  
NWS - WFOs ..... 116  
NWS - RFCs ..... 12**

NWS - NWSHQ, Regions, etc .....	7
NESDIS - SAB .....	1
Volpe - FAA ARTCCs .....	23
Volpe - FAA Regions .....	8
Volpe - FAA TRACONS .....	37
Volpe - FAA Towers .....	37
NASA - Marshall Space Flight Center ...	1
NASA - Johnson Space Flight Center ....	3
US Army .....	7
US Air Force .....	Unknown (Lot Pricing)
FAA - ALDARS .....	683
BLM - IAMS .....	Unknown (Lot Pricing)
Other DOI .....	Unknown (Lot Pricing)
BIA .....	22

**Q.2. Section C.1.3 Government/Participating Agency Data Rights**

This paragraph contains the following statement with regard to archiving Level I data: “If the contractor does archive Level I data in the as transmitted form the Government **will not archive the same data.** In Section C.6.1 the following statement regarding archiving as transmitted data is made: “If the contractor does archive the transmitted lightning data as received by the Government/NWS, the Government/NWS **does not intend to archive this data.**” Portions of the aforementioned statements (underlined and in bold type) appear to be in conflict in that one is very specific (will not) while the other implies that the Governments position may change at a later time.

Question: Please advise as to the Government’s position regarding this matter.

**A.2 If the contractor does archive Level 1 lightning data, the Government will not archive this data. The "does not intend to archive this data" should read, as stated above that “the Government will not archive this data under these circumstances”. Section C.1.3 is revised to reflect this change.**

**Q.3. C.1.4 Types of Lightning**

Paragraph 2 of this Section states that “CL is lightning not striking the ground. It includes in-cloud, cloud to cloud, and cloud to air Lightning. CL lightning in this SOW refers to the mapping of the lightning channel.” With regard to this definition the following questions are posed:

**a.** How many points along the lightning channel must be reported to consider the report as being qualified to be classified as CL lightning under the SOW.

**A.3.a The classification of lightning as CL lightning should not be based on the number of points detected on a lightning channel, but should be based on the type of lightning flash to which it belongs. If the channel is part of a cloud-to-ground flash, it must be identified as cloud-to-ground lightning. If the channel is not part of a cloud-to-ground flash, the requirement is that it be identified as CL lightning.**

**The number of points may affect delectability and reliability, as defined elsewhere in the RFP, but it is not necessarily related to lightning type. A single point can be identified as CL lightning or as cloud-to-ground lightning, depending on whether it is part of a lightning channel in a CL or cloud-to-ground flash.**

**b.** In consideration of the response to 4a above, would the Government give some consideration to reporting one or both of two types of CL lightning (within all of Zone 1) as defined below?

(1) Reporting one or more points associated with an individual cloud lightning event, and/or

(2) Reporting sufficient points within a cloud lightning flash to facilitate adequate mapping of the lightning channel associated with subject event.

**A.3.b** The types are not different types of CL lightning, but are differing types or degrees of detection. They should not be reported as different types of CL lightning. Further discussion of this point: The detection defined in 3.b.2 more fully delineates the structure and location of a lightning flash and so is desirable for some applications. As more and more points are detected, one would usually expect the structure and location of the lightning to be more fully determined, but no known technology is capable of fully delineating all channels of most lightning. Furthermore, the present state of scientific understanding does not allow us to extract useful meaning from the number of points detected per flash (which depends strongly on the type of detection technology and its specific implementation in a given region, at least as much as it depends on the character of a lightning flash). Thus, the Government sees no value at this time in using the number of points to define different categories of lightning.

**Q.4. Last paragraph of Section C.1.6.1.4 (Department of the Interior)**

The paragraph in question addresses dissemination of the data by the DOI to State and Local wild-land fire suppression agencies. Questions regarding this area are as follows:

a. Regarding wild lands, is the Government referring to DOI lands, State and/or Local lands, or both?

**A.4.a** All Federal Wildland Fire Agencies have mutual aid, cooperative aid, and assistance agreements with State, County, and Rural Fire Departments for wildland fire suppression. These local government agencies use the data for initial attack planning and response on the lands they have responsibility for. All of these non-federal users are forestry associated entities having agreements with the federal government. The BLM actual policy for non-federal users is as follows: - "For the purposes of this contract, a qualified state user is defined as any state wildland fire agency that has a written, cooperative agreement with a federal wildland fire agency. In addition, any local government organization (city, county, or rural fire district) that has a signed cooperative or mutual aid agreement with either the state wildland fire agency or a federal wildland fire agency is also a qualified user."

b. If State and/or Local agencies are to provide services to the DOI that require access to the lightning data, will this be done via a formal contract or some other form of written agreement.

**A.4.b** Refer to 4.a.

c. Regardless of which form of agreement is used, are we correct in our assumption that any agreement will include sufficient verbiage that will prohibit release of the data (in any form) to the public or other State and/or Local agencies?

**A.4.c** Your assumption is correct. The Bureau of Land Management (BLM) website for lightning data is password protected. Once inside the following message is part of our main page: The lightning information provided on this network is proprietary information. It is purchased and presented to qualified federal users and cooperators under contract from "Vendor". The information available herein cannot be redistributed (in any fashion) to any non-qualified user and organization responsibilities of a co-located facility. If non-qualified users want the information, they must contact the vendor. Passwords for access to this data set must be changed every 90 days. This is to provide additional security for the data. Protect your

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password and do not allow other users access via your password. The end user is responsible to ensure that the conditions of the Lightning Data Contract are followed.

**Q.5. Section C.1.6.1.5 (Department of Agriculture)**

a. This Section notes that the USFS will use data in the same manner as the DOI wildland fire agencies. Is it the intent of the USFS to also make the data available to State and Local agencies in the same manner addressed in Question 4 above?

**A.5.a Yes, the USFS, as a member of the Federal Wildland Fire Community, also have agreements with the State and Private Forestry Community. They will also redistribute data as needed the same as DOI.**

b. If the answer to 5a above is yes, please advise if answers given to questions 4a through 5c above are the same.

**A.5.b Refer to answers for questions 4.a through 4.c.**

**Q.6. Section C.1.6.2.1 (State and Local Government Users)**

Can the Government provide a few examples of situations involving State/Local (and Cooperating) agencies where:

- a. Data is provided on a continuing basis
- b. Situations/Cases where data is only provided upon request.

**A.6.a and 6.b The BLM currently operates a satellite receive site as the primary data feed in Boise, ID. A secondary TCPIP feed is used as backup. The data received over this channel is “real-time flash data” and is automatically fed to BLM distribution Web-site. All qualified users have access to that web-site 7/24 and have multiple display functions once inside the system. These displays can be real-time over a specified time period, track format which provides replay of the period data every 5/10 seconds, archive data out to 30 days, and point file information to plot on off line GIS overlays. All data requests are user driven, there are no automatic feeds.**

- c. A contract between the Government and an agency utilizes appropriated funds.

**A.6.c. The Government is not aware of any such arrangement.**

- d. Examples of some Cooperating agencies and how they would use data.

**A.6.d The Director, National Association of State Foresters, is collocated with the BLM and other Wildland Fire Agencies at the National Interagency Fire Center in Boise, ID. The Federal Wildland Fire Community has agreement with all 50 states, U.S. Protectorates, etc. These agencies have agreements with subsequent county and rural fire district within each state. In an effort to limit the use of this data, as described in our Non-Federal use policy “any state wildland fire agency” providing “initial attack” firefighting response is a qualified user. Non-Fire use of this data is prohibited.**

**Q.7. Section C.1.6.3 (Unauthorized Users)**

Within this Section lists two types of users to define entities that are considered to be unauthorized users of data under the contract. In this regard, the following questions are posed.

a. Does the Government consider the general public to fall within the definition of organizations not having a working relationship with a Federal Government user without exception?



**A.7.a No.**

**b.** If the answer to 7a. above is other than yes, please provide details as to special circumstances or exceptions that would apply.

**A.7.b As stated in the SOW in Section 1.3 and Section 7.7 , Redistribution Rights.**

**c.** With respect to defining organizations that use the data for any commercial purpose, are we correct in assuming that not-for-profit and/or educational institutions are included within the term “organizations” as used in this Section?

**A.7.c Yes, they can be.**

**d.** When defining the use of data for any commercial purpose are we correct in assuming that this would include any activity involving collection of revenue in any form or providing data in exchange for services or other products?

**A.7.d Yes.**

**e.** With the exception of Level V products as defined within the solicitation, do the statements set forth in Section C.1.6.3 apply to the redistribution of archive data? (C.7.7.2 applies)

**A.7.e Reference SOW Sections C.1.6.3. along with Sections 7.7, 7.7.1, and 7.7.2 state the Government’s intent in archiving.**

**Q.8. Table 3-1 – Lightning Data Technical Requirements Geographic Zone 1 Cloud-to-Ground Lightning (CG) - of Section C.3.2**

This Table lists a requirement for the data to include “Strokes per Flash.”

Question: If individual stroke data is reported within the data stream proposed by a vendor, would this requirement still apply?

**A.8 In Section C.3.2, Lighting Data Requirements, for the strokes per flash perimeter, the Government requirement is that the number of strokes per flash shall be reported for all flashes. This would mean that the individual flashes should be identified and counted. The Government’s requirement is that, if a system detects more than one point per cloud-to-ground flash, the RFP requires that the points be grouped by flash. Simply reporting strokes is not a complete substitute for reporting flashes. NWS may decide stroke detection instead of flash detection is acceptable, but it is not equivalent. Because most forecaster experience and most useful scientific results are based on flashes instead of flashes, identifying strokes without reference to flashes would diminish the value of the data.**

**Further, the counting strokes and flashes are not equivalent. If one only had stroke data, then the user would need to process the strokes into flashes by looking at the strokes that have similar locations and times. This stroke to flash processing should be done by the vendor rather than by the user.**

**Q.9. Section C.3.3 (Status Information)**

**a.** Based on statements made within Section C.7.1 (Keep Alive Message) and Appendix A (Terms of Reference) – Heartbeat, are we correct in stating that the term ‘No Lightning’ as used in the DG133W-04-RP-0030 AMD NO. 0002

Solicitation is intended to mean that no lightning is actually occurring, and not that lightning is occurring but not being detected?

**A.9.a Both situations for the "keep alive message" or "Heartbeat" would apply for Section C.7.1. As stated in this section, this message is necessary to inform the user that the sensor is properly operating. If there is no reporting of lightning or detection of lightning by a sensor in the network, when lightning activity is occurring, this message would be a check and verification that the sensor may be not operating.**

**b.** In the first paragraph of this Section the following is stated: "The contractor shall furnish system status information to distinguish areas of no lightning activity from areas of degraded performance or lost data. This information shall be transmitted in a notice to each receiver site identified in Addendum D. The notice shall identify areas where the specified performance requirements cannot be expected. Thus, these statements clearly lead one to believe that if the performance is degraded whenever the data supplied is not compliant with the performance requirements. However, the last paragraph of this Section requires that "systems degradation information shall include estimates of the resulting changes in detection capability and location accuracy. In view of these factors, the following questions as posed.

**(1)** Are two status reports required? One identifying that a particular area or the entire network is degraded and the second to provide estimates as to the extent of the degradation with regard to detection efficiency and location accuracy?

**(2)** With regard to providing estimates of the extent of the degradation, does a contractor have the option to decide how the detection and accuracy issues are addressed; or,

**(3)** Does the Government have a preferred method and/or format in reporting degradation, such as reporting an average value in increments of 10%/1-Mile or something that has more detailed increments?

**A.9.b Only one message is needed. Message reporting degradation should be based on the requirements in Tables 3-1 through 3-8. If due to system degradation, the contractor cannot meet one of more parameters the extent to which the parameter cannot be met should be reported; examples: "Detection efficiency only 40%" or Location accuracy only 10 km.**

**Q.10. Section 7.7.2.1 Redistribution of Archive Data (Level I Data).**

**a.** In this Section the following statement is made: "If level I data is archived at NCDC (see Section 6.1) it may be disseminated to the participating agencies and to any other organization that request the products through a participating agency. Section C.6.4 also contains a statement that notes that the Government may archive data in the permanent national archive at the NCDC.

Question: If the contractor archived Level I data under the conditions set forth in C.1.3, and Level I data was also archived at the NCDC, would it be proper to classify the NCDC as a participating agency under the contract?

**A.10.a If Level 1 data is not archived by the offeror/contractor, the Government will make a decision on archiving of the Level 1 lightning data. NCDC is a Government participatory agency as part of the DOC, and has defined legal responsibilities to the Government/DOC and public, of which this contract does not or would not negate or affect.**

**b.** This Section also contains the following: "Participating agencies may disseminate archived Level I data to the agencies included in the contract and to cooperating organizations.

**(1)** Are participating agencies and agencies included in the contract one in the same?

**A.10.b.1 Yes**

(2) If the answer to b (1) is no, please advise as to what makes them different.

**A.10.b.2 N/A**

**Q.11. Section 7.7.2.2 Redistribution of Archive Data (Level II Data)**

This Section includes the following statement: "Participating agencies may disseminate archived Level II data to the agencies included in the contract and to cooperating organizations. However, Section 6.1 states, "The Government will not archive Level II data.

Question: Will any Government agency archive Level II data?

**A.11 Please refer to Section 7.7.2, paragraph 2, NOAA/NCDC will not archive or disseminate Level II data. Since Level II data lightning data is contractor generated products containing lightning data, the participating agency that has procured Level II data under this contract would be guided by Section 7.7.2, paragraph 2.**

**Q.12. Section C.7.2.1 (NOAA Port)**

Question: Are we correct to assume that delivery of data to the NWS Telecommunication Gateway from the contractor's facility will be via Government furnished and funded communications links as set forth in Section C.7.4.1.2?

**A.12 Presently, the NWS Telecommunication Gateway uses a T1 line to receive the lightning data, but this is not a hard requirement, and other options provided by the contractor can be analyzed. The bidding contractor can propose other options. The contractor should not assume Government furnished and funded communication links. The contractor can provide options and the associated costs.**

**Q.13. Section C.7.2.3 (Internet Access)**

Although the term "Internet User Sites" is defined in the RFP, the verbiage in this Section states: "The contractor shall provide an alternate delivery system for Level I Data using the Internet. This delivery system may be used as a redundant delivery method that could be used if the primary delivery system fails."

a. Are we correct in assuming that this statement prohibits delivery of Level 1 Data via Internet as a primary means of delivery?

**A.13.a No, the internet can be proposed in the response to the RFP as a primary means, but each participating agency would individually make the decision of their primary means of receiving lightning data. Not all agencies may be able or desire to receive data via the Internet.**

b. Or does it only apply to NOAA and to not other Government agencies?

Question: With regard to use of the Internet to deliver data to contract users, their any known regulations or policies that could limit, restrict or prohibit use of the Internet as a means of data delivery?

**A.13.b Refer to answer A.13.a.**

**Q.14. Section C.7.4.1 & 7.4.1.2. (GFE & Government Communications Links)**

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As noted in the above-referenced paragraphs, the Government reserves the right to develop and interface GFE with the contractor's lightning data stream and use Government supplied communications links to transmit data from the contractor's facility to the receiver sites, respectively. With regard to this issue, the following questions are germane.

a. If a communication link is established at the contractor's facility, are we correct in assuming that GFE will be supplied to affect such link and support its long term operation?

**A.14.a No, the Government does not intend to provide communication link GFE at the contractor's facility, or provide any GFE under this contract.**

b. Will maintenance responsibility for such GFE rest with the Government?

**A.14.b No. There will be no Government GFE under this contract.**

c. If a Government user intends to utilize a communication link that involves either a dedicated or non-dedicated phone line, are we correct in assuming the Government, at its own expense will provide the necessary hardware interfaces as well as pay all charges related to the activation and on-going operation of the phone lines?

**A.14.c No, the Government under this contract expects a direct contractor data link or communication line to its receiving facility providing the required lightning data to the Government agency from the contractor.**

d. If GFE will be provided can the Government provide an estimate as to the amount of horizontal and vertical space (sq. inches) that would be needed to accommodate its equipment?

**A.14.d The Government will not be providing GFE under this contract.**

**Q.15. Section C.7.7.1 Redistribution of Real-time Data (1. Level I, II, III, and IV Data)**

a. Within this Section the following statement is made: "Government may redistribute Level I, II, III, and IV Data to any participating agencies and to any organization with which a participating agency has a cooperative or working arrangement. Organizations that may receive data include other Government agencies (federal, state, and local), contractors, and other cooperating organizations." It appears that this statement somewhat defines the term "cooperating organizations" as being state and local Government agencies as well as (their) contractors.

(1) Is the above statement correct?

**A.15.a.1 "Cooperating agencies" is not limited to State and local Government agencies, and can include both private and Government agencies, along with Universities.**

(2) Can the Government provide a few examples of entities that would be defined as "other cooperating organizations?"

**A.15.a.2 As has been stated: Federal, State, Local Governments; Foreign Governments, Universities, Private Companies and Entities, public organizations, and others.**

b. Also within this Section it is stated that: "Data may be distributed to organizations in foreign countries with which cooperative arrangements have been established." With regard to this statement:

(1) Are we correct in assuming that data may be provided to a foreign Government in accordance with Treaties between them and the United States?

**A.15.b.1 Yes, if a foreign Government is a participating agency under this contract or has a formal agreement with the agency for the data. Refer to Section 7.7 in SOW.**

(2) That Level III & IV (but not Level I & II data) may be provided to aircrews of international flights in accordance with Treaties with other countries and/or other agreements with organizations such as the WMO?

**A.15.b.2 Yes, in accordance with Section 7.7, 7.7.1, and 7.7.2 of the SOW.**

**Q.16. Section C.7.7.2. Redistribution of Archived Data**

Various statements within this Section make reference to disseminating data to the participating agencies and to any other organization that request the products through a participating agency.

a. Please provide examples of entities and situations that would involve access by “any other organization” that request the products through a participating agency.

**A.16.a Refer to answers to Question 4.**

b. Are we correct in assuming that if the Contractor archives Level I data transmitted to the Government, that requests for this data would be requested directly by participating agencies and “other organizations?”

**A.16.b Requests for archived Level 1 data would be requested directly from the contractor and would be separate from this lightning data contract. Access to Level 1 archive data is to be priced in the contract.**

**Q.17. Section L.5 (b)(5) (Proposal Instructions)**

a. Tab (C) description requires that a map be provided showing those sensors that the Contractor does not own or operate. Some sensors in our network are located at facilities that are under contract with us to provide communications, power and related services in exchange for other considerations and services. These agreements also provide for ready access to the facility by our representatives to inspect, modify, replace and/or repair subject equipment.

Question: While we own the sensors and related hardware at these sites, are we correct in assuming that under the aforementioned arrangement we are also considered to be the operator of the sensor at these sites?

**A.17.a If you own the equipment, maintain the equipment, have ready (24/7) access to the equipment/system, and the equipment/sensor has a direct/uninterrupted data link to your operations/data processing center; then you would operate the equipment, and would not have to show/list the site on the map. If there are third parties involved in the operation of the equipment on the site, and/or the data goes through an intermediary stage or party, then you do not have exclusive operation of the equipment or the data link. Then you would have to show the site on the map required in Tab C.**

b. Tab (D) directs that vendors describe problems and solutions which are relevant to using data from different systems or subsystems for example meshing data at boundaries and degradation of data quality as function of distance from sensor clusters and geographical boundaries.

Question: Assuming a multiple award was to be made, there is no doubt that this issue would become of significant importance. That having been said, it would be anticipated that it may become necessary for some level of Government to incur costs (internal or via other contracts) to implement the DG133W-04-RP-0030 AMD NO. 0002

necessary functions to permit the meshing process and limit potential for degradation of data quality. In this case, will any additional costs or factors be applied to a bidders pricing to cover such expense(s)?

**A.17.b The costing of the proposal in response to the RFP is the responsibility of the offeror, and identification and definition of costs are to be described in the proposal. The Government assumes no responsibility for costing of the operation and functioning of the offerors lightning data system.**