

KAYE, SCHOLER, FIERMAN, HAYS & HANDLER, LLP

A NEW YORK LIMITED LIABILITY PARTNERSHIP

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NEW YORK
LOS ANGELES
WEST PALM BEACH
HONG KONG
SHANGHAI

October 19, 2000

VIA CERTIFIED MAIL

Ms. Freda M. Desmarais
FOIA Manager
United States Air Force
66 ABW/SCSF
63 Grenier Street
Hanscom AFB, MA 01731-2301

Re: Freedom of Information Act Request

Dear Ms. Desmarais:

Pursuant to the Freedom of Information Act, 5 U.S.C. § 552, and 32 C.F.R. § 806, Kaye, Scholer, Fierman, Hays and Handler ("Kaye Scholer") requests the following documents relating to contract number F19628-92-D-0011 ("the Contract"):

1. All documents, internal and external memoranda, electronic mail, and letters relating to any modifications, alterations, changes, fixes/repairs, or proposed modifications performed by any party other than System Planning Corporation ("SPC") on the software or proprietary hardware referenced in the Contract, as amended;
2. All documents, internal and external memoranda, electronic mail, and letters relating to any modifications, alterations, changes, fixes/repairs, or proposed modifications of the software or proprietary hardware referenced in the Contract, as amended, allowing discrete control area ("DCA") 0 to be a choice on the DCA Pick List or making inactive any graphic buttons on the Livemap software;

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3. All documents, internal and external memoranda, electronic mail, and letters relating to any direction given by any Air Force official, including Colonel Douglas Ebner, to modify, alter, change, or fix/repair the Advanced Entry Control System ("AECS") software at Minot Air Force Base, as referenced in the Contract, as amended, to give a security system operator the capability to change a cardholder's DCA location to the value 0;
4. All documents, internal and external memoranda, electronic mail, and letters relating to any performance evaluations or test results of the AECS software referenced in the Contract, as amended, as modified, altered, changed, or fixed/repared by any party other than SPC;
5. Any contract, agreement, purchase order, or similar document with any party that includes terms or conditions for the modification, alteration, change, fix/repair, or proposed modification of the software or proprietary hardware referenced in the Contract, as amended;
6. All documents, internal and external memoranda, electronic mail, and letters relating to any evaluation or assessment of the performance of any contractor or subcontractor under the Contract;
7. All documents, internal and external memoranda, electronic mail, and letters relating to actual or expected funding or funding levels for the Contract;
8. All documents, internal and external memoranda, electronic mail, and letters relating to the decision in calendar year 2000 to continue or discontinue funding work under the Contract;
9. All documents, internal and external memoranda, electronic mail, and letters relating to whether the Contract would or could be terminated for any reason; and
10. All documents, internal and external memoranda, electronic mail, and letters relating to any contract directly with Mosler Incorporated for any work related to an Advanced Entry Control System, as that term is used in the Contract.

Please provide a partial response as soon as it becomes available even if a full response will take additional time. Kaye Scholer is willing to pay any fees associated with processing the

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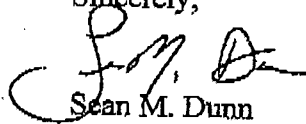
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request, up to a maximum of \$1,000. If the costs exceed this amount, please notify the undersigned before proceeding.

Sincerely,

A handwritten signature in black ink, appearing to read 'S.M. Dunn', written over the printed name.

Sean M. Dunn