

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE See Block #2	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 07 APR 2004	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ SSG/AQ CODE DEPARTMENT OF THE AIR FORCE HQ SSG/AQ 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 FRANCINE N. NIX 334-416-1779 Francine.Nix@Gunter.AF.Mil	FA8771	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. FA8771-04-R-0006	
		X	9B. DATED (SEE ITEM 11) 01 APR 2004	
			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 checked="" type="checkbox"/> is extended, <input 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 8 and 15, and returning <u>0</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. Correct Typos				
B. Add Tecolote				
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) CYNTHIA C. CREWS		
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)		

14. DESCRIPTION OF AMENDMENT/MODIFICATION (cont'd)

THE *NETCENTS SOLICITATION* IS HEREBY *AMENDED* AS FOLLOWS:

A. The following attachment is modified in Section J:

Attachment 10 - INFORMATION FOR PROPOSAL PREPARATION (IFPP)

Paragraph L4.3 CROSS-REFERENCE MATRIX is hereby replaced in its entirety with the following.

Section C	Section L	Section M	Offeror's Proposal Reference (volume, page and paragraph)
3.1, 3.1.1, 3.1.1.g	L4.2.1.1(b&d)	M3.1 (b&c)	
3.1, 3.1.1, 3.1.1.f	L4.2.1.1(e&f)	M3.1 (e&f)	
3.1, 3.1.1,3.1.1.g	L4.2.1.1(h)	M3.1 (h)	
3.1, 3.1.1, 3.1.1.g	L4.2.1.1(i)	M3.1 (i)	
3.6.1, 3.6.2, 3.6.2.1 thru 3.6.2.4	L4.2.1.2(b)	M3.2 (b)	
3.6.2.3, 3.6.2.3.1, 3.6.2.3.2	L4.2.1.2(c)	M3.2 (c)	
3.4, 3.4.1, 3.4.2, 3.4.3, 3.4.4	L4.2.1.2(d)	M3.2 (d)	
3.3.8	L4.2.1.2(e)	M3.2 (e)	
3.5.1, 3.6.1	L4.2.1.3(b)	M3.3 (b)	
3.5.1.2	L4.2.1.3(c)	M3.3 (c)	
3.5.2	L4.2.1.3(d)	M3.3 (d)	
3.5.2	L4.2.1.3(e)	M3.3 (d)	
Small Business	L4.2.1.3(f)	M3.3 (e)	
3.3.9, 3.3.9.2, 3.3.9.2.1 thur 3.3.9.2.4	L4.2.1.4(b)	M3.4 (b)	
3.3.10	L4.2.1.4(c)	M3.4 (c)	
3.6.3	L4.2.1.4(d)	M3.4 (d)	
3.1.1, 3.1.1.a, 3.1.1.c	L4.2.1.5(b)	M3.5 (b)	
3.2.2	L4.2.1.5(c)	M3.5 (c)	
3.2.2.3	L4.2.1.5(d)	M3.5 (d)	
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5	L4.2.1.6(b)	M3.6 (b)	
3.3.6, 3.3.6.1, 3.3.6.2	L4.2.1.6(c)	M3.6 (c)	
3.3.7.2	L4.2.1.6(d)	M3.6 (d)	

B. The following clauses are changed in Section L:

AFMC 5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (Jul 1997)

(a) There is potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to the purchase of Titan Sencom by Lockheed Martin Corporation and the purchase of Matcom Corporation by SI International and contract supported services provided by ARINC employees and **Tecolote**.

Accordingly:

(1) Restrictions are needed to ensure that the employees currently supporting the NETCENTS acquisition will be placed in business units that are independent of any other business unit within Lockheed Martin Corporation and SI International, Inc that chooses to offer a proposal on the NETCENTS solicitation.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information of previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a special provision in the resulting contract which shall disqualify the offeror from further consideration for award of future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

<end of clause>

L002 PARTICIPATION BY THE MITRE CORPORATION IN THE EVALUATION OF PROPOSALS (May 1997)

The Air Force has contracted with The MITRE Corporation, Kepler Research, TITAN/SENCON, ARINC and **Tecolote**, for the services of a technical group which is under the program management of the Electronic Systems Center and the Standard Systems Group, and responsible to the Air Force for overall technical review of specified Air Force programs. The Air Force employment contracts with personnel from these companies prohibits the unauthorized dissemination of data to which they or their employees have access. It is the Government's intent to use the services of The MITRE Corporation, Kepler Research, TITAN/SENCON, ARINC and **Tecolote**, in a purely advisory role in the technical evaluation of offers. The exclusive responsibility for source selection remains with the Government. The Government also intends to provide The MITRE Corporation, Kepler Research, TITAN/SENCON, ARINC and **Tecolote**, personnel access to past performance information, including Contractor Performance Assessment Report (CPAR) data, during formal source selection briefings, but only as it is presented by the Performance Risk Assessment Group (PRAG) at the summary level; access to actual completed CPARs will not be provided. If you desire that The MITRE Corporation, Kepler Research, TITAN/SENCON, ARINC and **Tecolote**, be excluded from access to information contained in your offer or excluded from past performance information presented by the PRAG during briefings, kindly so indicate in a letter of transmittal accompanying your offer.

<end of clause>

SCHEDULE OF CHANGES