

2. Amendment/Modification No. 0001	3. Effective Date 2004OCT05	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) Q2004104
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6. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-OS-OB MICHELLE CROSS (256)876-2844 REDSTONE ARSENAL AL 35898-5280 EMAIL: MICHELLE.CROSS@REDSTONE.ARMY.MIL	Code	W58RGZ	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W58RGZ-04-R-0849			
		9B. Dated (See Item 11) 2004SEP20			
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.			
		10B. Dated (See Item 13)			
Code		Facility Code			

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 signed copies of the amendments; (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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	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.)

SEE SECOND PAGE FOR DESCRIPTION

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 _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 2
	PIIN/SIIN W58RGZ-04-R-0849	MOD/AMD 0001

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. This amendment is hereby issued to incorporate the following provision at Section H-4 of the solicitation:

H-4 ORGANIZATIONAL CONFLICTS OF INTEREST

a. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract is of such a nature that it creates potential organizational conflicts of interest such as are contemplated by subpart 9.5 of the Federal Acquisition Regulation. It is the intention of the parties that the contractor will not engage in any contractual activities which could cause a conflict of interest with its position under this contract which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this contract.

b. The contractor shall be ineligible to participate, in any capacity as a prime contractor, subcontractor at any tier, or consultant to a prime contractor, in Government contracts, subcontracts, or proposals therefore (solicited or unsolicited) which result directly from the contractor's performance of work under this contract.

c. Except as approved by the Contracting Officer, if the contractor prepares, directly contributes to, or participates in the preparation of any complete or partially complete statement of work, specification, or cost estimate to be used in an acquisition, the contractor shall be ineligible to perform or participate in any capacity as a prime contractor or subcontractor at any tier or as a consultant in any Government contractual effort which is based on such statement of work, specification, or cost estimate. The contractor and its subcontractors at any tier, and consultants are further prohibited, unless approved by the Contracting Officer, from analyzing, assessing, and/or making recommendations on any computer hardware, software, or components for which they are the manufacturer or for which they serve in any capacity as a prime contractor, a subcontractor at any tier, or a consultant. For any potential conflicts of interest that arise, the contractor shall notify the Contracting Officer in writing and shall identify the nature of the potential conflict (i.e., the computer hardware, software, or component for which it has a conflict).

d. The contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the contract, to protect all proprietary information from unauthorized disclosure or use as long as it remains proprietary, to furnish the contracting officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it was furnished. The contractor agrees that any data furnished by the Government to the contractor shall be used only for performance under this contract, and all copies of such data shall be returned to the Government upon completion of this effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Further, the contractor agrees not to reveal to third parties any data generated and/or reported to the Government in the performance of this effort. These restrictions are not limitations on its use or availability to the U.S. Government or contractor from other sources without restriction.

e. For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries divisions, and affiliates, any joint venture involving the contractor, or any entity which the contractor or any successor or assignee of the contractor uses as a prime contractor, subcontractor, or consultant to either the prime contractor or subcontractor under this contract.

f. Furthermore, the parties agree that the prime contractor shall ensure that this clause (Organizational Conflict Of Interest) is included in all subcontracts (changing identities of the parties as appropriate), at any level. Subcontractors shall certify that they have no conflict of interest for the work that they will perform prior to receiving a subcontract.

2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 001 ***