

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS 1325 10TH ST SE, BLDG 196, SUITE 301, WASHINGTON DC 20374	CODE N00039	7. ADMINISTERED BY (If other than Item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TBD			(X) 9A. AMENDMENT OF SOLICITATION NO. N00039-12-R-0009	9B. DATED (SEE ITEM 11) 05/09/2012
			<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	<input type="checkbox"/> 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 _____ 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 your 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 MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

The purpose of this amendment is to repost updated Attachments 17 (Workstation Minimum Requirements) and 29 (USMC ES RAsCI). Both of the old attachments have been deleted. Sections F (Deliveries or Performance), G (Contract Administration Data), H (Special Contract Clauses), I (Contract Clauses) and J (List of Attachments), Attachments 3 (Award Fee), 4 (USN Quality Assurance Surveillance Plan (QASP)), 31 (USMC Quality Assurance Surveillance Plan (QASP)) and 36 (USMC Quality Assurance Surveillance Plan (QASP)) have been updated and can be seen in attached summary of changes.

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) CDR JOHN WINDOM		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 06/11/2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Request for Proposal (RFP) N00039-12-R-0009 has been changed as follows:

Amendment Number	Industry Question Number	Document	Summary of Change
0002	N/A	Attachment J-3 Award Fee	<p>1.2.1</p> <p>09 May 2012: "Determination of Contractor's performance and Award Fee eligibility will be based on attainment of the objective and subjective performance measures outlined in this plan, and further explained in the Quality Assurance Surveillance Plan (QASP), attached to the contract. The Award Fee will be based on the Government's assessment of the quality of the contractor's performance for a given evaluation period, limited to Contractor's activities and functions in performance as defined in this contract."</p> <p>Amendment: "Determination of Contractor's performance and Award Fee eligibility will be based on attainment of the objective and subjective performance measures outlined in this plan, and further explained in the Quality Assurance Surveillance Plans (QASPs), attached to the contract (Attachments J-4 and J-31). The Award Fee will be based on the Government's assessment of the quality of the contractor's performance for a given evaluation period, limited to Contractor's activities and functions in performance as defined in this contract."</p>
0002	N/A	Attachment J-4 USN Quality Assurance Surveillance Plan (QASP)	<p>3. GOVERNMENT ROLES AND RESPONSIBILITIES</p> <p>09 May 2012: Contracting Officer: Commander John H. Windom</p> <p>Amendment: Contracting Officer: See Clause G-1</p>
0002	N/A	Attachment J-4 USN Quality Assurance Surveillance Plan (QASP)	<p>7a Documenting Performance</p> <p>09 May 2012: "The Government defines acceptable performance as meeting the performance threshold for any service level."</p> <p>Amendment: "The Government defines acceptable performance as meeting the performance threshold for any service level as defined in Attachment J-13 (NGEN SLR Metrics)."</p>

0002	54,56,57,58,59,60,61,63	Attachment J-17 Workstation Minimum Requirements Revision	09 May 2012: N/A Amendment: Updated to reflect modified configuration requirements.
0002	34	Attachment J-29 USMC ES RAsCI Revision 1	4.2p (Base Year) 09 May 2012: N/A Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p. Prepare and submit, for Government approval, the CWBS and CWBS dictionary in accordance with the below sub-paragraphs. (CDRL A005 – Contract Work Breakdown Structure)
0002	34	Attachment J-29 USMC ES RAsCI Revision 1	4.2.p.i (Base Year) 09 May 2012: N/A Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p.i MIL-STD-881C, Department of Defense Standard: Work Breakdown Structures (WBSs) For Defense Materiel Items, October 3, 2011.
0002	34	Attachment J-29 USMC ES RAsCI	4.2.p.ii (Base Year) 09 May 2012: N/A Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p.ii DoD 5000.04-M-1, Cost and Software Data Reporting (CSDR) Manual, November 4, 2011.
0002	34	Attachment J-29 USMC ES RAsCI	4.2.p.iii (Base Year) 09 May 2012: N/A Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p.iii NGEN Contract Cost and Software Data Report Plan, listed as Attachment 35 in Section J of the contract.
0002	34	Attachment J-29 USMC ES RAsCI	04.2.q (Base Year) 9 May 2012: N/A Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.q Maintain and update the CWBS and CWBS dictionary throughout the life of the contract. Obtain approval from the Government before making any changes to the CWBS and CWBS dictionary. (CDRL A005– Contract Work Breakdown

			Structure)
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.r (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.r Submit an Integrated Master Schedule (IMS) that is vertically traceable to the CWBS, and the requirements of this PWS. All schedules required throughout the contract must be contained in the IMS. (CDRL A006 – Integrated Master Schedule)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.s (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.s Prepare and submit CCDR information in accordance with the CSDR Plan, listed as Attachment 35 in Section J of the contract; and, DoD 5000.04-M-1, Cost and Software Data Reporting (CSDR) Manual, November 4, 2011. Pass along CCDR requirements, for inclusion in the CCDR information, to any lower tier Contractor that has a contract value over \$50 million or is designated by the Government as doing high risk, high value, or high technical interest work on the contract. (CDRL A007 – Cost Data Summary Report, CDRL A008 – Functional Cost Hour Report, and CDRL A009 – Contractor Business Data Report)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.t (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.t Propose recommendations to improve the reporting accuracy, consistency, or relevancy of the NGEN Contract Cost and Software Data Report (CSDR) Plan, listed as Attachment 35 in Section J of the contract. Include the recommendations in the Monthly Status Report and, depending upon the agenda, the PMR presentation. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.u (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.u Prepare and submit labor services cost data. The Functional Labor Services Report includes the hours charged per PWS paragraph and element mapped to each location within each CLIN. (CDRL A103 – Functional Labor Services Report)</p>

0002	34	Attachment J-29 USMC ES RAsCI	<p>4.3.1.1 (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.3.1.1 The ES Contractor shall establish and maintain a complete Quality Control Plan (QCP), within 30 calendar days after initial task order award. The QCP shall ensure the requirements of the contract are provided as specified in Sections 4.3 Performance Requirements, Section 4.4 Risk Management, and Section 4.6 IT Service Management. This will be a “living” document that covers the initial task order and allows changes including future task orders. (CDRL A104 – Quality Control Plan)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.5.19 xx (Base Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: RAsCI roles updated to account for changes in Service Desk requirements.</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.p (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p Prepare and submit, for Government approval, the CWBS and CWBS dictionary in accordance with the below sub-paragraphs. (CDRL A005 – Contract Work Breakdown Structure)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.p.i (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p.i MIL-STD-881C, Department of Defense Standard: Work Breakdown Structures (WBSs) For Defense Materiel Items, October 3, 2011.</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.p.ii (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i> 4.2.p.ii DoD 5000.04-M-1, Cost and Software Data Reporting (CSDR) Manual, November 4, 2011.</p>

0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.p.iii (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RASCI roles) -</i> 4.2.p.iii NGEN Contract Cost and Software Data Report Plan, listed as Attachment 35 in Section J of the contract.</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.q (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RASCI roles) -</i> 4.2.q Maintain and update the CWBS and CWBS dictionary throughout the life of the contract. Obtain approval from the Government before making any changes to the CWBS and CWBS dictionary. (CDRL A005– Contract Work Breakdown Structure)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.r (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RASCI roles) -</i> 4.2.r Submit an Integrated Master Schedule (IMS) that is vertically traceable to the CWBS, and the requirements of this PWS. All schedules required throughout the contract must be contained in the IMS. (CDRL A006 – Integrated Master Schedule)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.s (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RASCI roles) -</i> 4.2.s Prepare and submit CCDR information in accordance with the CSDR Plan, listed as Attachment 35 in Section J of the contract; and, DoD 5000.04-M-1, Cost and Software Data Reporting (CSDR) Manual, November 4, 2011. Pass along CCDR requirements, for inclusion in the CCDR information, to any lower tier Contractor that has a contract value over \$50 million or is designated by the Government as doing high risk, high value, or high technical interest work on the contract. (CDRL A007 – Cost Data Summary Report, CDRL A008 – Functional Cost Hour Report, and CDRL A009 – Contractor Business Data Report)</p>

0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.t (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.t Propose recommendations to improve the reporting accuracy, consistency, or relevancy of the NGEN Contract Cost and Software Data Report (CSDR) Plan, listed as Attachment 35 in Section J of the contract. Include the recommendations in the Monthly Status Report and, depending upon the agenda, the PMR presentation. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.2.u (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.2.u Prepare and submit labor services cost data. The Functional Labor Services Report includes the hours charged per PWS paragraph and element mapped to each location within each CLIN. (CDRL A103 – Functional Labor Services Report)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.3.1.1 (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.3.1.1 The ES Contractor shall establish and maintain a complete Quality Control Plan (QCP), within 30 calendar days after initial task order award. The QCP shall ensure the requirements of the contract are provided as specified in Sections 4.3 Performance Requirements, Section 4.4 Risk Management, and Section 4.6 IT Service Management. This will be a “living” document that covers the initial task order and allows changes including future task orders. (CDRL A104 – Quality Control Plan)</p>
0002	34	Attachment J-29 USMC ES RAsCI	<p>4.5.19 (Option Year)</p> <p>09 May 2012: N/A</p> <p>Amendment: <i>(Added the following PWS Section and applicable RAsCI roles) -</i></p> <p>4.5.19 xx. Perform Service Desk assistance for deployed users.</p>

0002	34	Attachment J-29 USMC ES RAsCI	4.5.19 (Option Year) 09 May 2012: N/A Amendment: RASCI roles updated to account for changes in Service Desk requirements.
0002	N/A	Attachment J-31 USMC Quality Assurance Surveillance Plan (QASP)	3. GOVERNMENT ROLES AND RESPONSIBILITIES 09 May 2012: Contracting Officer: Commander John H. Windom Amendment: Contracting Officer: See Clause G-1
0002	N/A	Attachment J-36 Key Personnel Qualifications	09 May 2012: 8. PROBLEM MANAGEMENT MANAGER (ES ONLY) Amendment: 8. PROBLEM MANAGEMENT MANAGER (ES AND COMBINED ONLY)
0002	N/A	Section F	F-2 (a) 09 May 2012: The period of performance (POP) for the Base Period CLIN(S) is as follows: Amendment: The ordering period of the base CLIN is as follows. Any order placed must be completed within 12 months from the date of issuance.
0002	N/A	Section F	F-2 (b) 09 May 2012: The period of performance (POP) for the Option Year CLIN(S) is as follows: Amendment: The ordering period of the option year CLIN(S) is as follows. Any order placed must be completed within 12 months from the date of issuance.
0002	N/A	Section F	F-2 09 May 2012: "Note: In the event the ES or TXS contract award is delayed, the delay will apply to both contracts in order to facilitate simultaneous start dates." Amendment: "Note: In the event the ES or TXS contract award is delayed, the Government may delay performance of the first order in order to facilitate simultaneous start dates."

0002	136	Section F	<p>F-2 (b)</p> <p>09 May 2012: "The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the options as stated in Section H."</p> <p>Amendment: "The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the options as stated in Section I. "</p>
0002	N/A	Section G	<p>G-1</p> <p>09 May 012: (b) (1) "Administrative Contracting Officer (ACO). For the purposes of contract administration, ACOs are identified as the Lead ACO as well as Local ACOs, including MARCORSYSCOM. ACOs will perform duties as delegated by the PCO."</p> <p>Amendment: Made (b) (1) a new (c) " Administrative Contracting Officer (ACO). For the purposes of contract administration, ACOs are identified as the Lead ACO as well as Local ACOs, including MARCORSYSCOM. ACOs will perform duties as delegated by the PCO."</p> <p>This change is provided in the form of a change page (attached) for Section G-1.</p>
0002	N/A	Section G	<p>G-1 (a)</p> <p>09 May 2012: "The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or designated representative, or is pursuant to specific authority otherwise included as a part of this contract (Government Directed Actions (GDAs) as set forth in Section 3.3.2.2.1 of Attachment J-1 (Performance Work Statement) may be issued by Commander Naval Network Warfare Command (NNWC) or his designee). "</p> <p>Amendment: "The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or designated representative, or is pursuant to specific authority otherwise included as a part of this contract. Specific authority includes Government Directed Actions (GDAs) as set forth in Section 3.3.2.2.1 of Attachment J-1 (Performance Work Statement) issued by Commander Naval Network Warfare Command (NNWC) or his designee. "</p> <p>This change is provided in the form of a change page (attached) for Section G-1.</p>
0002	N/A	Section G	<p>G-3</p> <p>09 May 2012: "A delivery order or task order is considered "issued" when the Government deposits the order in the mail."</p> <p>Amendment: Sentence deleted</p>

0002	N/A	Section G	<p>G-3</p> <p>09 May 2012: "Orders may be issued orally, by facsimile, or by electronic commerce methods."</p> <p>Amendment: "Orders may be issued orally, by facsimile, or by electronic commerce methods in accordance with clauses I-14 and I-15."</p>
0002	N/A	Section H	<p>H-5</p> <p>09 May 2012: . " If the Contractor proposes to use OSS while performing under the contract, the Contractor shall follow the same rules as prescribe in the Contract as for commercial computer software. "</p> <p>Amendment: "If the Contractor proposes to use OSS...prescribed in..."</p>
0002	N/A	Section H	<p>H-5 (b) (1)</p> <p>09 May 2012 :Except as provided in this paragraph, the Contractor (including its Subcontractors or suppliers at any tier) shall not supplement or revise the pre-award listings or notices required by L-15 (e) (4) (iv) after contract award.</p> <p>Amendment: "Except as provided in this paragraph, the Contractor (including its Subcontractors or suppliers at any tier) shall not, after contract award, supplement or revise the pre-award listings or notices incorporated into this contract as attachments J-47, J-48 and J-49, as applicable."</p>
0002	N/A	Section H	<p>H-10 (h)</p> <p>09 May 2012: "Disapproval of or failure to approve. Any proposed PRP shall not be considered a dispute subject to remedies under the Disputes clause."</p> <p>Amendment: "Disapproval of or failure to approve any proposed PRP shall not be considered a dispute subject to remedies under the Disputes clause."</p>
0002	N/A	Section H	<p>H-10 (i)</p> <p>09 May 2012: "Cost savings paid to the Contractor. In accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b)."</p> <p>Amendment: 09 May 2012: "Cost savings paid to the Contractor, in accordance with the provisions of this clause, do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b)."</p>

0002	N/A	Section H	<p>H-11</p> <p>09 May 2012: " In the event the Department of Navy is operating under a Continuing Resolution Act at the beginning of a fiscal year, the annual minimum requirement is reduced to a prorated amount equivalent to the length of the Continuing Resolution."</p> <p>Amendment: "In the event the Department of Navy is operating under a Continuing Resolution Act, the annual minimum requirement is..."</p>
0002	N/A	Section H	<p>H-12</p> <p>09 May 2012: N/A</p> <p>Amendment: Added (c) The COTS Catalog, which is hosted on Homeport, is considered part of and shall be negotiated along with the Rate Card. All COTS Catalog terms, conditions, and pricing shall be negotiated and approved by the government prior to posting and accepting orders. This change is provided in the form of a change page (attached) for Section H-12.</p>
0002	N/A	Section H	<p>H-12</p> <p>09 May 2012: N/A</p> <p>Amendment: Added to end of (a): All negotiated Rate Card changes shall be incorporated into Section J, at a minimum, semi-annually. " This change will be in the form of a change page (attached) for Section H-12.</p>
0002	N/A	Section H	<p>H-12 (b) (2)</p> <p>09 May 2012: "If the quotation includes labor categories or material not contained on the Rate Card, then the Contractor will need to provide pricing support for the new categories."</p> <p>Amendment: "If the quotation includes labor categories not contained on the Rate Card, then the Contractor will need to provide pricing support for the new categories. " This change is provided in the form of a change page (attached) for Section H-12.</p>

0002	N/A	Section H	<p>H-13</p> <p>09 May 2012: "In circumstances where the Contractor procures/provides software licenses and/or maintenance agreements, they are authorized to order from existing Department of Defense Enterprise Software Initiative (DoD ESI) Enterprise Software Agreements (ESAs) or Department of the Navy (DON) Enterprise Software Licensing (ESL) Agreements. A list of existing DON ESL agreements will be provided by the Government post award. Prior to procuring software in the performance of this contract, the Contractor shall evaluate the pricing offered amongst existing DoD ESI, DON ESL, and commercial sources/agreements, following the procedures set forth in DFARS 208.74, and demonstrate that the lowest price alternative was selected."</p> <p>Amendment: "In circumstances where the Contractor procures/provides software licenses and/or maintenance agreements, they are authorized to order from existing DoD ESI Enterprise Software Agreements (ESAs) or Department of the Navy (DON) Enterprise Software Licensing (ESL) Agreements. A list of existing DON ESL agreements will be provided by the Government post award. Prior to procuring software in the performance of this contract, the Contractor shall evaluate offerings amongst existing DoD ESI, DON ESL, and commercial sources/agreements, following the procedures set forth in DFARS 208.74, and demonstrate that the best price on essentially equivalent terms and conditions was selected. For all software licenses and maintenance procured/provided by the Contractor in the performance of this contract, the Contractor shall ensure that either the Government is named as the licensee or the license is transferrable to the Government at no additional cost." This change is provided in the form of a change page (attached) for Section H-13.</p>
0002	N/A	Section I	<p>I-5</p> <p>09 May 2012: 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011) APPLIES TO CLINS 5000AB AND 5000AE</p> <p>Amendment: 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011) APPLIES TO CLINS 5000AB, 5000AE, AND 5000AF</p>
0002	N/A	Section I	<p>I-23</p> <p>09 May 2012 RFP: I-23 252.246-7005 Notice of Warranty Tracking of Serialized Items (JUN 11) Amendment: I-23 RESERVED</p> <p>Clause has been moved and will be in Section L in a future amendment.</p>

0002	N/A	Section I	I-24 09 May 2012 RFP: "I-24- 52.216-24 Limitation of Government Liability (APR 1984)" Amendment: "I-24- 52.216-24 Limitation of Government Liability (APR 1984) Note: The following clause applies to orders under CLIN X090 until the not-to-exceed price has been definitized."
0002	N/A	Section I	I-25 09 May 2012: N/A Amendment: Contract Definitization Clause is added to Section I (I-25) This change is provided in in the form of a change page (attached) for Section I-25.
0002	N/A	Section J	J-11 09 May 2012: NGEN Process Definition Model (NPDM) Amendment: Attachment has been deleted and J-11 is now RESERVED
0002	N/A	Section J	J-18 09 May 2012: CoSC Master Software List Amendment: CoSC Master Software List (Note: Provided for purposes of defining required software functionality)
0002	N/A	Section J	J-37 09 May 2012: CoSC COTS Catalog* Amendment: CoSC COTS Catalog (Note J-37 will become NGEN COTS Catalog as populated on Homeport to meet identified functionalities.)
0002	N/A	Section J	J-43 09 May 2012: Physical Characteristics of the USMC TXS Management Domain* Amendment: Physical Characteristics of the USMC TXS Management Domain
0002	N/A	Section J	J-47 09 May 2012: N/A Amendment: Added Attachment 47 DFARS 252.227-7017 (K-3)-As Proposed

0002	N/A	Section J	J-48 09 May 2012: N/A Amendment: Added Attachment 48 DFARS 252.227-7028 (K-4)-As Proposed
0002	N/A	Section J	J-49 09 May 2012: N/A Amendment: Added Attachment 49 Identification of Commercial Technical Data/Computer Software (including OSS) Use and Modifications-As Proposed