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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*
[UNDER SEAL]

Plaintiffs

v.

[UNDER SEAL]

Defendants

Civil Action No. 15-2105 (ABJ)

UNDER SEAL

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*
Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson,

LARRY HAWKINS
Herbststrasse 6
Deining, Germany,

WILLIAM RANDALL HAYES
1244 County Road 3319
Troy, Alabama 36079,

CLINTON SAWYER
1007 Odelle Circle
McDonough, Georgia 30253,

JAMES LOCKLEAR
2304 Lilly Drive
Killeen, Texas 76542

and

KENT NELSON
4030 E 100 N.
Rigby, Idaho 83442,

Plaintiffs

v.

MANTECH INTERNATIONAL CORP.
1100 New Jersey Avenue, S.E. , Suite 740
Washington, D.C. 20003,

and

MANTECH TELECOMMUNICATIONS AND INFORMATION SYS. CORP.
12015 Lee Jackson Highway
Fairfax, Virginia 22033

Defendants

Civil Action No. 15-2105 (ABJ)

SECOND AMENDED COMPLAINT

For Violations of
The False Claims Act
and
The Trafficking Victims Protection Reauthorization Act

UNDER SEAL

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JURY DEMAND

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INTRODUCTION

1. This Second Amended Complaint ("SAC) is filed by the United States of America on Relation of Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson, and by Plaintiffs Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson in their own right, pursuant to the Court's Order dated April 18, 2018.

2. The deaths of U.S. military personnel in the Iraq War prompted the development of the United States Army Mine Resistant Ambush Protected vehicles ("MRAPs") program. The "V"-shaped, armored MRAPs were developed and designed to protect the lives of U.S. military personnel by withstanding improvised explosive device (IED) attacks and ambushes.

3. In May 2007, then-defense secretary Robert Gates told top Pentagon officials that "the MRAP should be considered the highest priority Department of Defense acquisition program." Correspondingly, MRAP production rose from 82 vehicles per month in June 2007, to 1,300 vehicles per month by December 2007, with the average cost at about $1 million each.

4. According to the *New York Times*, 24,000 MRAPs have been deployed to Iraq or Afghanistan at a cost of more than $47 billion. According to an interview of former Defense Secretary Ashton Carter by *USA Today*, data collected from roadside explosions in Afghanistan and Iraq show troops in MRAPs are as much 14 times more likely to survive the blast than those riding in Humvees. In 2011, *TIME* magazine reported that MRAPs saved up to 40,000 lives — 10,000 in Iraq and 30,000 Afghanistan.

5. On May 31, 2012, the U.S. Army Contracting Command, Warren, Michigan awarded Contract No. W56HZV-12-C-0127 (attached hereto and incorporated by reference into this complaint) (hereinafter "the Contract") to ManTech Telecommunications and Information Systems Corporation (then a wholly owned subsidiary of ManTech International Corporation)

(ManTech Telecommunications and Information Systems Corporation and ManTech International Corporation are hereinafter referred to as "ManTech"). The Contract was for logistics sustainment and support for the "MRAP Family of Vehicles." Pursuant to contract modification P00002, the Army expanded the MRAP repair capabilities at the Kuwait Maintenance Sustainment Facility ("KMSF") adjacent to Highway 40 to the south of Kuwait City (sometimes referred to as "the 40 Site").

6. Relators Randall Hayes, Clinton Sawyer, Larry Hawkins, James Locklear, and Kent Nelson are former ManTech employees who worked as mechanics on MRAPs at the KMSF. On behalf of the United States, they relay original-source knowledge about how ManTech engaged in a pattern of false claims regarding (1) the labor hours expended on the Contract, (2) the accuracy of data entered into the Army's Standard Army Maintenance System-Enhanced data management system ("SAMS-E"), (3) the qualification of its personnel to perform mission-critical repair and maintenance services, and (4) the concealment from the U.S. of the fact that it was engaged in the illegal trafficking of personnel into Kuwait in contravention of international treaties as well as U.S. and Kuwaiti law.

7. Hayes, Sawyer, Hawkins, Locklear and Nelson also seek damages and restitution under the Trafficking Victims Protection Reauthorization Act ("TVPRA"). ManTech violated the TVPRA by bringing Plaintiffs into Kuwait illegally, confiscating their passports, refusing to apply for the legal authorizations necessary for Plaintiffs to work legally in Kuwait, forcing them to live in constant fear of arrest, subjecting them to horrific work conditions, and refusing to pay them the compensation that would have been due were Plaintiffs afforded the protection of law.

8. As set forth in more detail below, Relators have firsthand, original-source knowledge that ManTech's mode of operation under the Contract was to have workers perform

grossly inefficient work and service on U.S. MRAPs, which was carried out by hiring highly unqualified workers and technicians to service these vehicles. As a result, unqualified workers spent countless hours doing tasks that should and could have been done much more efficiently by qualified workers. This also resulted in qualified workers being pulled away from their work to guide unqualified workers through their work, further adding to the inefficiency of ManTech's operations under the Contract. As a result, the billing submitted to the government under the Contract was inflated, manipulated, and otherwise inaccurate, and thus constituted false claims.

9. Making matters worse, and as a direct corollary with this false reporting of labor hours attendant to the cover-up of its unqualified personnel and their inefficient work, ManTech logged false MRAP data into the Army's mission-critical SAMS-E, discussed in greater detail *infra*, jeopardizing the efforts and lives of U.S. military forces.

10. Furthermore, ManTech fostered a hostile and unsafe work environment for Relators and other workers, including by forcing workers to go on "visa runs"—thus encouraging and requiring workers to violate immigration and other laws—and to work under conditions where workers were exposed to and health-hazardous fumes and chemicals.

11. ManTech's inadequate performance and its willful and knowing submission of false and fraudulent bills under the Contract constitute violations of the False Claims Act. Furthermore, by subjecting Relators and other workers to, *inter alia*, "visa runs," fear of violating immigration laws, fear of being fired for failing to comply with "visa runs," and by exposing workers to health-hazardous working conditions, ManTech violated the Trafficking Victims Protection Reauthorization Act.

PARTIES

12. Relator/Plaintiff **Larry Hawkins** ("Hawkins") is citizen of the United States domiciled in Deining, Germany and was employed by ManTech at the KMSF from September 18, 2012 to May 30, 2015 to perform services pursuant to the Contract.

13. Relator/Plaintiff **Randall Hayes** ("Hayes") is a citizen of Alabama and was employed by ManTech at the KMSF from October 2012 to May 2013 to perform services pursuant to the Contract.

14. Relator/Plaintiff **Clinton Sawyer** ("Sawyer") is a citizen of Georgia and was employed by ManTech at the KMSF from approximately November 25, 2012 until May 2013 to perform services pursuant to the Contract.

15. Relator/Plaintiff **James Locklear** ("Locklear") is a citizen of Texas and was employed by ManTech at the KMSF from November 2012 to May 2013 to perform services pursuant to the Contract.

16. Relator/Plaintiff **Kent Nelson** ("Nelson") is a citizen of Idaho and was employed by ManTech at the KMSF from October 27, 2012 to May 2013 to perform services pursuant to the Contract.

17. Defendant **ManTech International Corporation** ("MT International") is a Delaware corporation with offices in the District of Columbia at 1100 New Jersey Avenue, SE Suite 740, Washington, D.C. 20003 and 600 Maryland Avenue, SW, Washington, D.C. 20024. MT International is a publicly-traded company that provides defense-related services to the U.S. Government in the District of Columbia and throughout the world.

18. Defendant **ManTech Telecommunications and Information Systems Corporation** ("MT Telecom"), at all times relevant to this complaint was a wholly owned

subsidiary of MT International, incorporated in Delaware and based in Virginia, with a registered agent for service of process located in the District of Columbia. at 1015 15th Street, NW, Suite 1000, Washington, D.C. 20005. MT Telecom transacted considerable, ongoing business in the District of Columbia with various U.S. government agencies, in its own name and through MT International. At all relevant times, ManTech was the employer(s) of Relators/Plaintiffs within the meaning of 29 U.S.C. § 203(d) and the Kuwaiti Private Sector Labor Law. On information and belief, ManTech Telecommunications and Information Systems Corporation merged in 2013 with and into ManTech Advanced Systems International, Inc., a Virginia corporation and subsidiary of ManTech International Corporation. Accordingly, all allegations made against MT Telecom are made against ManTech Advanced Systems International, Inc. For ease of review, Defendants are referred to herein as "ManTech."

JURISDICTION AND VENUE

19. The subject matter jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331, 1332, 1367 and 3730(b), and 18 U.S.C. §§ 1595(a) and 1596(a).

20. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b)(3) and 3732(a), as ManTech conducts a continuous, robust course of business in the District of Columbia, maintaining offices in the District of Columbia and contracting with various U.S. government agencies based in the District of Columbia.

21. There is no procedural bar to recovery by the U.S. or Relators under the False Claims Act, 31 U.S.C. §3730(e). Relators have direct, independent, knowledge of the information on which the allegations herein are based, and as alleged above, are an "original source" of the allegations herein, as that term is defined in the pertinent statutory authority. The original complaint was filed under seal to provide the U.S. the opportunity to investigate the allegations

contained therein and consider whether to intervene. The U.S. elected not to intervene, and on September 12, 2017, the U.S. District Court unsealed the complaint.

COUNT I
Violations of the False Claims Act
False Claims with Respect to the Reporting of Labor Hours Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B) Against All Defendants

22. The allegations in Paragraphs 1-21 are incorporated in this count by reference as though fully stated herein.

23. The Contract had an original value of $823,446,067.28 for services consisting of maintenance and repair of MRAP vehicles, with a completion date of November 26, 2012.[1] According to a ManTech website, the exercise of successive contract options brought the total value of the Contract to $2.85 billion.

24. The Contract included a phase-in period that was to commence at contract award and end not later than 180 days after award. The phase-in period was to be compensated on a "firm fixed-price" basis. Contract, Page 85 of 388, B.1.2.

25. The Contract also included an "Early Operational Readiness" period that was not to exceed 180 days after contract award to commence immediately after the completion of the phase-in period. This contract performance period was to be compensated on a cost-plus fixed fee level-of-effort basis. In this period of performance, it was anticipated that the government would issue work directives that would include lists of labor categories to be used by ManTech in tracking

[1] Counsel for Relators have requested from counsel for Defendants a copy of the Contract. Counsel for Defendants refused to provide a copy of the Contract. Relators have purchased what they reasonably believe is a publicly-available copy of the Contract (albeit without exhibits); however, should there be a material difference between the Contract as purchased by Relators and the Contract actually in the possession of ManTech, Relators would request an opportunity to amend the complaint to incorporate the information in the executed contract along with any information in the exhibits to the contract.

labor expended on the Contract, and estimated hours for such labor categories. *Ibid*. B.1.3, Contract Page 85 of 388.

26. As described in 48 CFR 16.207-1, "A firm-fixed-price, level-of-effort term contract requires -- (a) The contractor to provide a specified level of effort, over a stated period of time, on work that can be stated only in general terms; and (b) The Government to pay the contractor a fixed dollar amount."

27. Under 16.207-2, "The product of the [firm-fixed-price, level-of-effort term] contract is usually a report showing the results achieved through application of the required level of effort. However, payment is based on the effort expended rather than on the results achieved."

28. The Contract included an "Operational Readiness" period also to begin at the end of the phase-in period (181 days after award) and run until January 13, 2013. This period of contract performance would also include government-issued work directives, a list of labor categories to be used by ManTech in tracking labor expended on the contract and the government's estimate of the hours that would be expended for the work directives.

29. Following the Operational Readiness period, the Contract would proceed to the Operational Readiness Option Period. There were to be four option periods (three 12-month options and one 10-month option). Each of these options were to be compensated on a Cost Plus Fixed Fee Level-of-Effort basis. Again, this period of contract performance would include work directives from the government regarding labor categories to be used and estimates of hours to be expended. The Contract, B.1.4, Page 85 of 388.

30. Pursuant to 48 CFR 1352.216-71 (a), "Level of effort (cost-plus-fixed-fee, term contract) . . . In performance of the effort directed in this contract, the contractor shall provide the total of Direct Productive Labor Hours (DPLH) . . . during the term specified in [the contract] . . .

DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences." Pursuant to subsection (b), "Only the Direct Productive Labor Hours categories indicated [in the contract] shall be charged directly to the contract."

31. The Contract gave the U.S. broad discretion to extend the Contract for up to four option periods at established direct labor hour increments. The Contract, B.1.5, Page 85 of 388.

32. Based on ManTech's representations that it had been in full compliance with the Contract, the U.S. did, in fact, exercise contract options estimated to represent an expenditure of $ $823,446,067.28 by the government. The Contract, Modification P00059, Page 3 of 388.

33. Pursuant to Contract Section B.2 (a):

> All subsequent awards will be priced in accordance with the following: a. The estimated cost and fixed fee for each applicable Early Operational Readiness, Operational Readiness Base Option, and Operational Readiness Option CLIN shall be calculated from the labor rates found in the tab "Cost Rate by Labor Category" tab, column P, "Composite Cost Per Hour $", multiplied by the number of hours the Government requires for that labor category. The total estimated cost for each CLIN will then be calculated by summing all hours by labor category and the associated estimated labor cost from the "Cost Rate by Labor Category" for each CLIN. The fixed fee shall be calculated from the "Summary of Fee Rate by Performance Period" tab, column B, Fee per Hour as shown in Attachment 12, multiplied by the number of hours required on that CLIN by the Government.

34. The Contract, H.11(a), established "The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours."

35. H.11(b) also made clear, "Expenditure of labor hours in excess of the quantity specified in the CLIN(s) ("contract line item") is not allowed except as authorized by the PCO through formal contract action."

36. "The Government will estimate the cost of the labor hours per CLIN using actual incurred costs that are averaged by labor category for the most recent month or by using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours

specified." *Ibid*.

37. Pursuant to Section H.11(b),

If Contractor performance is considered satisfactory by the Contracting Officer, the fixed fee is payable at the expiration of the period(s) of performance as set forth in the applicable CLIN upon Contractor certification that the quantity of labor hours specified in the contract has been expended in performing the contract work.

38. Section H.11 (f) makes clear:

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur in the next 60 days will exceed seventy-five (75%) percent of the level of effort established for each funded CLIN; or

(ii) The level of effort required to perform the period of performance will be greater than the level of effort established for that period.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform through the completion of the period of performance. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(2) Within thirty days after completion of the work under each CLIN, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in Attachment 12, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the CLIN; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the CLIN may be reduced to recover excess funds.

(3) In the event that the actual labor performed is expected to exceed the established labor hours on each CLIN, but the actual labor is not expected to exceed the estimated cost of the CLIN, the Contractor, subject to PCO approval, shall be entitled to cost reimbursement for actual hours expended, not to exceed the CLINs estimated cost. The Contractor shall not be paid fixed fee, however, on the expended labor hours in excess of the labor hours established by the CLIN. This understanding does not supersede or change the ability of the Contractor and Government to agree to change the established hours on the established hours on

> the CLIN with an equitable adjustment on both cost and fee. This adjustment would be via formal contract modification as directed by the PCO.
>
> (4) If, during the period of performance, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulation, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification. The COR may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

39. DoD 7000.14-R Financial Management Regulation Volume 4, Chapter 20, Section 200303, "Identifying Direct Productive Labor Hours" makes clear that "Direct Productive Labor Hours (DPLH) are the hours expended by employees that are directly attributable to production. Management identifies employees whose work constitutes productive labor hours within the production department. These hours are totaled and then estimated idle time and leave/holiday hours are deducted. The result is total departmental productive hours, used as a denominator in the determination of the actual shop rate[.]".

40. ManTech, as awardee of the Contract, was required to comply with all of the Contract's requirements. Moreover, by accepting the successive Contract Options, ManTech certified that it was in compliance with all material requirements of the Contract and in compliance with federal and state laws and regulations.

The Accurate Reporting to the Army of Direct-Labor Hours Was Material to the United States

41. "Labor hour" is referenced 174 times in the Contract.

42. ManTech had an affirmative duty to accurately report its labor hours.

43. The accurate reporting of labor hours was material to the United States.

ManTech Made Knowingly False Statements to The U.S. Regarding the Hours Worked by its Employees

44. On information and belief, ManTech reported labor hours during the "phase-in" period.

45. On information and belief, ManTech provided reports to the U.S. regarding the "Early Operational Readiness" and "Operational Readiness" phases of the contract by reporting hours worked servicing MRAPS.

46. With respect to all of its labor hour reporting requirements under the Contract, ManTech submitted claims of direct labor hours worked on the Contract to the government that were knowingly false.

47. Depending on ManTech's needs, ManTech either overreported direct labor hours or underreported direct labor hours by encouraging its employees to mischaracterize direct labor hours as indirect labor hours (and vice versa). On information and belief, ManTech managers altered timesheets that were completed by ManTech employees by either increasing or decreasing direct labor hours with knowledge that they would be reported to the U.S.

ManTech Intentionally Underreported Direct Labor Hours To Conceal the Inefficiency of its Unqualified Workforce

48. As detailed in paragraphs 122 - 146, in an effort to conceal the inefficiencies of an untrained workforce and to induce the U.S. to exercise the available Contract Options, notwithstanding ManTech's unqualified workforce, ManTech ordered its mechanics and

technicians to falsify their direct labor hours to create the false impression of efficiency in performing direct labor mission-critical tasks.

49. ManTech regularly recruited and employed unqualified personnel with no experience and/or knowledge of vehicle maintenance and repair let along MRAP maintenance and repair as was a material provision of the Solicitation and the Contract.

50. Prior to 2012, the contract for maintenance and repair of MRAPs in Kuwait was held by Science Applications International Corp ("SAIC"). As the prime contractor at the KMSF, SAIC subcontracted the actual repair and maintenance services to a variety of subcontractors including Ranger Land Systems, Inc. ("Ranger") and VSE Corporation ("VSE").

51. Because of Hawkins's significant prior experience as a mechanic on the MRAPs, first for VSE and then for Ranger, ManTech frequently asked Hawkins to attend meetings with Army contracting officers as a "substitute supervisor." Hawkins began attending these meetings in February 2013.

52. The presence of unqualified ManTech employees dramatically slowed efficiency in the repair of MRAP vehicles and distracted the attention of those mechanics and technicians who were qualified to service MRAP vehicles from their tasks. Unqualified ManTech employees frequently stopped work on an MRAP because they did not know how to proceed. The typical remedy for an unqualified employee suspending work was for a qualified technician or mechanic to be found within the KMSF to resolve the impasse experienced by the unskilled employee. That qualified technician or mechanic was required to suspend his own work in order to travel to the workspace of the unqualified technician or mechanic to provide assistance and counsel on how to proceed. Thus, the sufficiently trained and experienced mechanics were forced to mentor the large number of unqualified ManTech employees in order for work on the MRAPs to proceed. This

reduced the efficiency of the work on the Contract and caused the unnecessary accumulation of labor hours.

53. At the meetings with Army contracting officers that he attended, Hawkins witnessed ManTech managers deliberately lie to the U.S. government contracting officers about ManTech's efficiency in servicing the MRAP vehicles. Hawkins knew that the information ManTech provided to the Army regarding its efficiency was false because he had prior work experience servicing MRAPs when SAIC was the prime contractor and Hawkins worked for its subcontractor Ranger Land Systems. Hawkins witnessed ManTech claim, falsely, to the Army contracting officers, that ManTech was working far more efficiently than Ranger. As a former Ranger employee, Hawkins knew first-hand that ManTech was operating far less efficiently than Ranger.

54. A significant reason for ManTech working less efficiently than Ranger was that ManTech hired unqualified personnel to work as mechanics or technicians.

55. Hawkins, Sawyer, and Hayes have personal knowledge that ManTech managers were engaged in a systemic scheme to misrepresent labor hours to the U.S. The misrepresentation of time took two forms. First, ManTech managers regularly ordered ManTech employees to use inaccurate labor codes to classify time spent on MRAPS. Hawkins and Hayes witnessed employees follow these orders and, in fact, deliberately mischaracterize their hours as instructed. Second, where ManTech employees did not mischaracterize their time or where ManTech's need for time manipulation exceeded the mis-categorization of hours, ManTech managers collected the timesheets from ManTech personnel and, on information and belief, reduced or added to the hours reported to the U.S.

56. According to Hawkins, who, at the invitation of ManTech management, attended

management meetings beginning in February 2013 because his experience, when employees turned in their time sheets to their ManTech managers, the ManTech managers would alter the record of their labor hours. ManTech managers had predetermined the "appropriate" amount of direct-hour time that should be spent on a vehicle. If the time actually spent servicing a vehicle was above the target time, the ManTech managers would either eliminate hours or reclassify the hours from direct-labor to indirect labor. If the time actually spent servicing a vehicle was below the target time, the ManTech managers would either reclassify indirect labor hours as direct labor hours or increase the hours recorded on the timesheet, that were later entered into SAMS-E.

57. At one management meeting that Hawkins attended, a Major from the Army attended. At that meeting, ManTech reported labor hours to the Army Major that it knew were false in order to demonstrate contract compliance.

58. As a result of the manipulation of the time reported by ManTech to the Army and through oral reports made by ManTech managers in the presence of Hawkins to Army contracting officers at the meetings attended by Hawkins, Hawkins has direct knowledge that ManTech made material false statements to the United States in order to ensure payment under the Contract where some or all of the payments might have been withheld had the government known ManTech's inefficiency in performing the Contract, an inefficiency that was created, in large part, by the lack of qualifications and skills of its new recruits.

59. Hayes was the head of his particular "line" of ManTech employees at the KMSF.

60. Hayes's supervisor, Bud Delano, ordered Hayes to misreport his own time and for Hayes to instruct the men in his line to misreport their labor hours to reduce the number of direct-labor hours reported to the government. Hayes refused to do so.

61. In the face of Hayes's refusal to order his men to manipulate their reported time,

Delano visited the line and instructed the Hayes line to falsify the record of the time spent servicing the MRAPs by using non-direct hour data codes to characterize the direct-hour time spent servicing the MRAPs.

62. After Delano gave this instruction to the men of his line and departed, Hayes addressed the men under his supervision. Hayes told his men that it was illegal to mis-record the labor hours reported to the government.

63. Bud Delano learned that Hayes had openly contradicted him and had attempted to contravene his instruction to the line.

64. Soon thereafter, Delano replaced Hayes as the head of his line with a man named Marvin Holt who instructed the line consistent with Bud Delano's instruction to miscode labor hours.

65. Hayes was demoted and transferred to another line.

66. On May 30, 2013, Hayes, Sawyer, Nelson, and Locklear were told to report to the office of ManTech supervisor John Gaurnieri ("Gaurnieri"). Hayes and the others who were brought into Gaurnieri's office were fired for cause by ManTech.

67. Gaurnieri told Hayes that he was being fired because Army contracting officers had told ManTech manager Ret. Colonel John Danks, ManTech's liaison with the Army, that Hayes was not meeting minimal expectations for direct hours worked. Hayes immediately protested to ManTech manager Gaurnieri that any such representation of low direct labor hours was false because his direct labor hours were consistently high.

68. Given that he had consistently reported high direct labor hours yet was being fired because of the Army's claim that he lacked sufficient labor hours, Hayes believes and thus alleges that ManTech managers altered the hours that he had reported. Specifically, in response to his

refusal to miscode his own labor hours, ManTech managers, on information and belief, reduced his hours without his knowledge.

69. Nelson was also told that he was being fired at the request of the U.S. Army because the Army had determined that his recorded direct labor hours were too low. However, Nelson served as part of the KMSF fire suppression team. He did not bill time to specific MRAP vehicles. If the data that the Army was basing its analysis on was accurate, the Army would have known that he was recording no direct labor hours not "low" direct labor hours.

70. ManTech's representation that Nelson was being fired because his direct labor hours were "low" leads Nelson to believe and thus allege that ManTech managers submitted false time sheets in Nelson's name to the U.S.

71. Locklear was also told that he was being fired at the request of the U.S. Army because of his low direct labor hours. However, at all times relevant to this allegation, Locklear worked in the KMSF tool room distributing equipment to men working directly on MRAPs. Locklear was not reporting any direct labor hours. Thus, the allegation that Locklear's direct labor hours were "low" was false because, in truth, Locklear's direct labor hours were non-existent. These facts lead Locklear to believe and thus allege that ManTech submitted false time sheets in his name.

72. In March 2013, Sawyer attended a leadership meeting led by ManTech manager Scott Campbell ("Campbell"). Campbell instructed the assembled group to falsify their labor hours by mischaracterizing the hours they were working. Sawyer refused to do so.

73. Sawyer was also fired for cause on May 30, 2013. He was also told that he was being fired because of low direct labor hours. However, like Hayes, Locklear and Nelson, Sawyer knew that any assertion that he was not billing sufficient direct labor hours was a lie as he was

consistently turning in timesheets reflecting his dedicated, non-stop direct hour labor on the MRAPs. Thus, Sawyer also alleges that ManTech reported falsified time sheets reflecting manipulated man hours to the U.S.

74. Given the aforementioned facts, Hayes, Locklear, Nelson, and Sawyer believe and thus allege that ManTech deliberately and effectively prevented the relevant U.S. Army personnel responsible for the Contract from knowing that ManTech's time reporting with respect to the Contract was materially false and inaccurate and, as a result, U.S. Army personnel took important actions with respect to the Contract that were based on materially false facts.

75. The recordation of labor hours is directly related to SAMS-E data reporting. As is discussed in detail below, each day, ManTech mechanics and technicians were required to fill-out time sheets to record their time using codes to describe the various tasks undertaken. These time sheets were collected by ManTech managers at the end of each day. The coded hours were then entered as data into the SAMS-E system. Thus, if time is misrecorded on a time sheet or it time is mischaracterized on a time sheet, that time would also be misrecorded or mischaracterized in the SAMS-E system.

76. Upon his summary termination and forced return to the United States, Sawyer began investigating the grounds for his dismissal. He knew that the representation that he had low direct labor hours was a lie, and he set out to prove it.

77. Sawyer knew that the time reflected from his timesheets would be entered as data into the Army's SAMS-E data system.

78. From the United States, Sawyer was able to obtain an Excel data file of his hours as reported to the U.S. by ManTech at the KMSF.

79. A sampling of the Excel spreadsheet that Sawyer received confirmed that his hours

were being falsely reported by ManTech. It reveals that time recorded for certain days was unreasonably low representing a material difference with respect to the hours he actually worked on those days. On the other hand, it also revealed that on other days, Sawyer's SAMS-E recorded hours were falsely and grossly overreported. By way of illustration, but without limitation, ManTech recorded into SAMS-E that Sawyer worked 34 hours on December 22, 2011; that on July 30, 2011, Sawyer worked 25 hours; that on August 24, 2011, Sawyer worked 22.5 hours; that on September 29, 2011, ManTech reported that Sawyer worked 24.5 hours.

80. These time records were fabricated and grossly inflated. Sawyer did not work 34 hours on December 22, 2011; 25 hours on July 30, 2011, 22 hours on August 24, 2011; or 24.5 hours on September 29, 2011. On those days Sawyer worked materially fewer hours.

81. Sawyer believes and therefore alleges that ManTech manipulated his labor hours both by overreporting labor hours and underreporting labor hours to the government. This misreporting was material in that ManTech submitted claims for payment to the government that were not accurate which resulted in the U.S. paying ManTech based upon that false information.

82. ManTech made certifications to the U.S. by requesting and receiving payments that were premised on labor hours it was regularly reporting to U.S. By knowingly reporting false and inaccurate labor hours, ManTech knew it was not in compliance with material and legal requirements of the Contract; thus, such requests for payment constituted false claims for payment.

83. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

84. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

85. Defendants are jointly and severally liable for all damages under this Count.

COUNT II
Violations of the False Claims Act
False Claims with Respect to the Input of Data into SAMS-E
Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)
Against All Defendants

86. The allegations in Paragraphs 1-85 are incorporated in this count by reference as though fully stated herein.

87. ManTech violated the False Claims Act by intentionally and/or recklessly submitting inaccurate data in the SAMS-E. Those false statements were material to ManTech being paid by the United States.

Accurate SAMS-E Data EntryWas Material to the United States

88. The Contract emphasized, pursuant to regulation, the importance the Army placed on accurate data. Section 9, Page 8 of 388 incorporated by reference KSCR1-18:

> KSCR1-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)
> In accordance with AFARS 5137.9601, the requirement to report contractor manpower shall be included in all contracts, task/delivery orders and modifications, with place of performance in Kuwait.
> CONTRACTOR MANPOWER REPORTING (OCT 2011)
> Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address https://cmra.army.mil/login.aspx
> The required information includes:
> (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
> (2) Contract Number;
> (3) Beginning and ending dates covered by reporting period;
> (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
> (5) Estimated direct labor hours (including sub-contractors);
> (6) Estimated direct labor dollars (including sub-contractors);
> (7) Total payments (including sub-contractors);
> (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
> (9) Estimated data collections cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
(11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
(12) Presence of deployment or contingency contract language; and
(13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

89. At approximately the time that the U.S. entered into the Contract with ManTech, the Army was rolling out a new comprehensive system for tracking the life cycle of critical hardware: SAMS-E.

90. The SAMSE-E system is designed for use by Army mechanics. It is not designed for use by private contractors. However, tracking the life cycle of mission-critical MRAPs was so important, so material, to the U.S. that the Army established a SAMS-E data terminal for use at the KMSF.

91. A U.S. Army publication describes how materially important SAMS-E is to the Department of Defense ("DoD") and the government. SAMS-E is material because it is the key maintenance component of the Army's Logistics Information Technology systems:

> [SAMS-E] provides Warfighters around the world with automated management of equipment maintenance on everything from M-16 rifles to aircraft. Soldiers use SAMS-E to track asset and equipment life, order parts, interface with related logistics systems and much more. SAMS-E users can compile equipment readiness reports to provide operational command and control support to Army and Joint leadership. The system also enables effective Force and Fleet sustainment operations at the national level through consolidated equipment maintenance data. (Gay, William, "SEC's Standard Army Maintenance System-Enhanced ensures operational readiness worldwide, July 21, 2011).

92. The wide variety of information collected by SAMS-E provides additional evidence of SAMS-E's materiality to the government. SAMS-E Master File, RN 750-1s/ACRS 700A/0-6 states, "The SAMS-E system . . . generate[s] hard copy reports . . . of record numbers: Maintenance

Requests, Preventive maintenance schedules, Equipment inspection and maintenance worksheets, Historical records or logbooks, Equipment maintenance records, Shop property accounts, Oil Analysis Records, and Equipment operation permits that are kept at the unit level CFA." SAMS-E generates reports of record numbers including maintenance requests, preventive maintenance schedules, equipment inspection and maintenance worksheets, historical records or logbooks, equipment maintenance records, shop property accounts, oil analysis records, and equipment operation permits, among other things.

93. The accurate collection of SAMS-E data is material to the U.S. military because the U.S. military is a data-driven decision-making processes. SAMS-E provides DoD with automated management of equipment maintenance on a wide range of military equipment. SAMS-E provides DoD with the ability to track asset and equipment life, order parts, and interface with related military logistics systems. SAMS-E is materially important to the government because it allows DoD to compile equipment readiness reports to provide operational command and control support to military decision-making. SAMS-E is materially important to the government because it enables DoD to maintain force and fleet sustainment operations through consolidated equipment maintenance data. It has been described as "the most important automated system to field maintenance managers." Army Pamphlet 750-3 UNCLASSIFIED, Maintenance of Supplies and Equipment Soldiers' Guide for Field Maintenance Operations (Sept. 18, 2013), § 3-2 (b), "The Army Maintenance Management System." *See* Department of the Army, Pamphlet 750–1, Maintenance of Supplies and Equipment, Commanders' Maintenance Handbook Headquarters Department of the Army Washington, DC (Dec. 4, 2013), pp. 4, 11, 17, 18, 24, 26-29, 34, 37-41, and 43.

94. SAMS-E is materially important to the government as a maintenance management

tool that assists front line managers with work scheduling and dispatching of government equipment. Source input is manually input by users and data is transferred from other Logistics Information System (LIS) via Secure File Transfer Protocol ("SFTP"). *Ibid.*

95. SAMS-E is a materially important for the timeliness, accuracy and reporting of maintenance data to DoD decision-makers.

96. SAMS-E is a materially important maintenance management tool that assists front line managers with work scheduling and dispatching of government equipment.

97. Accurate SAMS-E reporting is a critical instrument for Army and DoD commanders to assess overall readiness of U.S. military forces. Maintaining accurate SAMS-E reporting is mission-critical for U.S. military forces engaged in combat, as failure to maintain accurate reporting can jeopardize the efforts and lives of U.S. troops on the front lines.

98. The materiality of this SAMS-E data to the Contract is demonstrated by the rote fact that, contrary to most other contract jobs, the Army provided, at its own expense, SAMS-E terminals for use by ManTech so that ManTech could directly input data into SAMS-E on a real-time basis. If the SAMS-E data had not been of independent importance to the Army, ManTech would have only been required to provide timesheets for the purpose of compensation. On information and belief, the reason why the Army took this unusual step because the Army needed accurate, field-input data in order make assessments on a real-time basis regarding the readiness, reliability, and availability of MRAPs. Such information was needed to make battlefield decisions in a manner to enhance effectiveness and minimize casualties from IEDs.

99. The time sheets used to report labor hours for contract performance were also used to collect the data that was inputted into SAMS-E. Specifically, the time sheets included codes for characterizing increments of time. The coded time data was collected from these time sheets and

entered into SAMS-E.

100. A menu of SAMS-E manhour codes was included in the timesheets used by ManTech's employees. A non-exclusive list of such codes included:

SAMS ID CODES
01 DIRECT LABOR
03 SUPERVISION
04 MAINTENANCE ADMINISTRATION
05 MAINTENANCE ON INSTALLATION TECHNICAL TRAINING
06 QUALITY INSPECTION
08 MAINTENANCE MEETINGS
09 PLANT/ EQUIPMENT OPERATION
10 CLEANING AND POLICING
11 VEHICLE OPERATIONS
12 STOCK CHASING
17 EQUIPMENT
20 LAG- AWAITING ASSISTANCE
21 LAG- AWAITING EQUIPMENT, TOOLS OR FACILITY SPACE
22 LAG- AWAITING TRANSPORTATION
23 LAG-WEATHER
24 LAG- AWAITING PARTS
25 LAG-BREAK
35 TDY- OTHER
36 PERSONNEL PROCESSING
40 COMPENSATORY TIME OFF FOR OVERTIME
42 LEAVE- OFFICIAL
43 SICK LEAVE- CIVILIAN
44 MEDICAL ABSENCE
45 PERSONAL AFFAIRS
47 LWOP
48 JOB RELATED INJURY
0 LABOR- CLOSED WORK ORDER

ManTech Made Knowingly False Entries into SAMS-E

101. As described above, ManTech manipulated and falsified the time it reported to the U.S. for servicing MRAPs under the Contract.

102. When, at the instruction of ManTech managers, employees used inaccurate codes

to describe time serving MRAP vehicles, those inaccurate time codes were then entered into the SAMS-E data system.

103. The false coding of time resulted in false data being entered into SAMS-E. For example, if the amount of time spent on a particular MRAP was in danger of exceeding that anticipated direct man hour time, ManTech management instructed its employees to use non-direct labor codes (such as "12 Stock Chasing" or "17-Equipment") instead of the Direct Labor Hour code of 01. Conversely, if the amount of direct labor hours for a particular task order was lagging, ManTech managers would instruct their employees to enter inflated direct labor hours on their timesheets.

104. When ManTech managers collected time sheets and then, depending on the need, increased or decreased the time as reported to the U.S., the misrecorded time was then entered into SAMS-E. This misreported time constituted corrupt, inaccurate data in SAMS-E.

105. By polluting SAMS-E with corrupted data, ManTech denied the government all of the benefits that the government sought from ManTech when it provided ManTech the multimillion dollar SAMS-E reporting system in the first instance. Thus, not only were the costs incurred by the U.S. in configuring a SAMS-E system wasted, the entry of corrupted data into SAMS-E made the Army worse off than if the Army had chosen not to provide ManTech with the SAMS-E terminal in the first instance. Specifically, had the Army not provided a SAMS-E terminal to ManTech, the subsequent SAMS-E data analytics would have been known to have lacked key maintenance and repair datapoints. However, not knowing that the data entered into the KMSF SAMS-E terminal was corrupt, the Army could not know that its underlying data were unreliable.

106. Based on the aforementioned facts, including their personal observations, Hawkins,

Sawyer, Hayes, Nelson, and Locklear allege that ManTech intentionally entered falsified the time data into the Army's SAMS-E system.

107. The damage to the U.S. extends far beyond the direct financial injury inflicted by the fraud and the servicing of U.S. equipment by a contractor that employed unqualified mechanics and technicians.

108. The U.S. military depends on accurate data to determine readiness for military action. Readiness includes the availability of weaponry and equipment in the field. Readiness is gauged by recorded maintenance turn-around times, the reliability of the equipment that has been deployed, and whether equipment currently being used by our forces is sufficiently reliable to merit additional purchase (or whether the U.S. would be better served purchasing different, more reliable equipment).

109. False data in this data-driven system pollutes readiness calculations, reliability assessments, and procurement decisions, and does further damage to the U.S. military.

110. ManTech made implicit certifications to the U.S. by requesting and receiving payments that were premised on compliance with material requirements of the Contract and applicable Kuwaiti, U.S., and state laws and regulations. By knowingly entering false data, ManTech knew it was not in compliance with such material and legal requirement; thus, such requests for payment constituted false claims for payment.

111. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

112. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

113. Each false data entry into SAMS-E constitutes a separate false claim to the U.S.

114. Defendants are jointly and severally liable for all damages under this Count.

COUNT III
Violations of the False Claims Act
False Claims with Respect to the
Qualifications of ManTech's Personnel
Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)
Against All Defendants

115. The allegations in Paragraphs 1-114 are incorporated in this count by reference as though fully stated herein.

116. ManTech violated the False Claims Act by intentionally and/or recklessly submitting inaccurate information and certifications to the U.S. regarding the qualifications of the personnel that it had assigned to work on the critically-important MRAP vehicles.

The Qualifications of the ManTech Mechanics
Working on the MRAPs were Material to the United States

117. The MRAPs were a top priority for the Department of Defense and the Army as this high-cost vehicle had the design and construction necessary to withstand IED blasts and, thus, save the lives of thousands of U.S. service men and women.

118. The Contract required ManTech to staff the KMSF with mechanics and technicians who were adequately trained to efficiently and effectively provide MRAP repair and maintenance services. Solicitation W56HZV-11-R-0181, page 107 of 125.

119. ManTech was required to certify that its mechanics were qualified to work on the MRAP vehicles by either submitting (1) a certification of training from MRAP-U, or (2) a waiver to MRAP-U training (the MRAP-U certification-training credentials requirement may be waived for those personnel that have had previous experience with MRAP Vehicle Systems). Solicitation W56HZV-11-R-0181, page 107 of 125.

120. Given the cost of each MRAP, the mechanical stresses that an MRAP are designed

to withstand (the explosion of an IED), and the lives at stake through the availability of MRAPs to U.S. service personnel, the qualification of the mechanics working on these vehicles was material to the U.S. and the Contract.

ManTech Made Knowingly False Statements to The U.S. Regarding the Qualifications of its Mechanics

121. Relators Hawkins, Hayes, Sawyer, and Locklear have original-source knowledge that ManTech made false claims to the U.S. about the qualifications of its mechanics – qualifications that were material to the Contract for the servicing of these $1 million vehicles – and that ManTech made these false statements knowingly even though ManTech knew its false statements would result in the input of unreliable and corrupted data into SAMS-E.

122. ManTech initially absorbed the existing mechanics and technicians who had been employed by its predecessor SAIC and its subcontractors. Thereinafter, ManTech embarked on a recruiting program that was designed to get "boots on the ground" at a low-cost – irrespective of its material contract obligations to the U.S. to have only qualified mechanics service the MRAPs.

123. In order to save money, ManTech passed over qualified mechanics as new hires in favor of bring a low-skill, low-cost workforce to the KMSF that was unqualified to service the MRAPs in accordance with the requirements of the Contract.

124. The experience of Sawyer exemplified the intentional willingness to ignore lack of qualification in order to fill job quotas. After ManTech took control of the KMSF, ManTech asked Sawyer to relocate to Afghanistan to serve as a certified welding inspector. Sawyer repeatedly informed ManTech that he did not know how to weld and was not qualified to inspect others' welding.

125. Given the combat stresses to which MRAPs are subjected (*e.g.*, IED blasts, exposure to chemical agents, etc.), the quality of welding is materially important to the servicing

and maintenance of these vehicles.

126. ManTech ignored Sawyer and demanded that he serve as a welding inspector in Afghanistan. ManTech threatened to fire him if he did not take the job as welding inspector. Still, he refused.

127. After ManTech took over from SAIC and had absorbed the first wave of employees from SAIC's subcontractors, ManTech brought unqualified employees to Kuwait to work on the MRAP contract. Sawyer has personal knowledge of ManTech hires who had been recruited from the Military Youth Corps, one of whom, Michael Green, was previously a beautician and another who had been hired from a job at a fast-food restaurant.

128. ManTech seemed not to care that these men – and so many of the others who came to Kuwait after the existing KMSF mechanics had been hired by ManTech – had no pertinent skills.

129. In September 2012, Hawkins learned that ManTech would be taking over the MRAP contract at the KMSF. He was invited to reapply for his job as a ManTech employee.

130. As part of the process of applying for a job as a mechanic with ManTech, Hawkins was required to take an online test to prove his competence as a mechanic. There existed no ID-verification or other security to ensure that the person taking the mechanic's test was the same person who was applying for the job.

131. On information and belief, ManTech hired persons who had engaged third-parties to take and pass the mechanic competency test. In conversations Hawkins, Hayes, Sawyer, and Locklear had with new hires, new hires at times admitted that someone else had provided the answers on their mechanic competency test. This practice was so widespread and the safeguards against third parties providing answers to this test were so non-existent, that ManTech knew or

acted with reckless disregard as to the qualifications of new hires.

132. As a consequence of the lack of experience of the personnel hired by ManTech, the MRAP vehicles were frequently returned to the maintenance facility due to their negligent servicing. The additional time and resources taken by the return of these vehicles to the KMSF caused economic loss to the United States.

133. It was Hawkins's job to work with and train the new hires. In so doing, he learned that many of those hired by ManTech had no prior work experience as mechanics. The most recent job for many of them was working at fast-food restaurants.

134. One of the new hires that Hawkins met was hired as a line-supervisor. However, this new hire did not have any experience as a mechanic. His lack of experience caused productivity on the line to come almost to a complete halt.

135. Locklear has knowledge that ManTech was deliberately hiring new employees who lacked fundamental knowledge about the job they were hired to do. Locklear had a broad view on this problem working in the tool room dispensing equipment to ManTech employees at the KMSF. As an example, a new hire was sent to see Locklear to obtain a half-inch impact wrench. An impact wrench is a socket wrench, high torque power tool that is routinely used in, *inter alia*, automotive repair, heavy equipment maintenance, and product assembly. Any worker qualified to service MRAPs would and should have an understanding of how an impact wrench operates and is maintained. In providing the wrench to him, Locklear instructed the man to put a few drops of oil into it before using it. In response, the "mechanic" asked him where he was to apply the oil. This lack of fundamental knowledge of such a basic piece of equipment indicated to Locklear that this man lacked sufficient experience as a mechanic.

136. There is pervasive other evidence of the lack of qualification of ManTech's labor

force.

137. By virtue of the acts and omissions described above, Defendants, by and through their officers, agents, supervisors, and employees, agreed to make use of, and did make use of, or caused to be made use of knowingly false statements to get claims paid or approved by the U.S. Government in violation of 31 U.S.C. § 3729(a)(1)(B).

138. Because ManTech's mechanics and technicians at KMSF lacked the requisite qualifications, ManTech was not qualified to be a contractor for MRAP service and repair and could not perform with the requisite efficiency that was a necessary and essential predicate for award of successive Contract Options.

139. Because ManTech's mechanics and technicians at KMSF lacked the requisite training, the staff routinely violated the required procedures for MRAP maintenance and repair in order to conceal their deficiencies, conduct that resulted in significant overbilling and excess and unnecessary costs being submitted to, and paid by, the U.S. Government.

140. The U.S. unambiguously stressed the importance of qualified personnel in the Solicitation for the Contract. ManTech went to great lengths to disguise the extent of its unqualified workforce. Had the U.S. known that ManTech had hired, *e.g.*, untrained, unqualified fast-food workers, beauticians, and youth offenders to come to Kuwait to work on the Army's life-saving armored vehicles, the U.S. would have cancelled the Contract and denied ManTech further payment.

141. Not only was the U.S. damaged by unqualified mechanics and technicians working on mission-critical, expensive, and sophisticated MRAP equipment, but the presence of a cadre of unqualified technicians and mechanics dramatically slowed efficiency in the repair of MRAP vehicles and distracted the attention of those mechanics and technicians who were qualified to

service MRAP vehicles from their tasks. Unqualified technicians and mechanics frequently stopped work on an MRAP because they did not know how to proceed. The typical remedy for an unqualified technician or mechanic suspending work was for a qualified technician or mechanic to be found within the KMSF. He was then required to suspend his own work in order to move to the workspace of the unqualified technician or mechanic to provide assistance and counsel on how to proceed. In other words, the large corpus of unqualified technicians and mechanics had to be mentored by the small number of sufficiently qualified technicians and mechanics. This was part and parcel of a system that was purposefully set into motion by ManTech to materially reduce the direct hour efficiency of all the technicians and mechanics working on the Contract, and cause unnecessary billing to the U.S.

142. ManTech made explicit and implicit certifications to the U.S. by requesting and receiving payments that were premised on compliance with material requirements of the Contract that required ManTech to ensure that only adequately qualified mechanics serviced the mission-critical, life-saving, and expensive MRAPs. By knowingly allowing unqualified personnel to service the MRAPS, ManTech knew it was not in compliance with such material and legal requirement; thus, such requests for payment constituted false claims for payment.

143. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

144. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

145. Defendants are jointly and severally liable for all damages under this Count.

COUNT IV
Violations of the Trafficking Victims Protection Reauthorization Act
U.S.C. §§ 1581, *et seq.*

146. The allegations in Paragraphs 1-21 are incorporated in this count by reference as though fully stated herein.

147. Plaintiffs bring this count under the Trafficking Victims Protection Reauthorization Act ("TVPRA") 18 U.S.C. § 1581, *et seq.*

148. Section 1595 of the TVPRA allows private citizens to bring suit against a perpetrator who has violated the TVPRA.

149. Section 1589(a)(3) of the TVPRA establishes that whoever knowingly provides or obtains the services of a person by means of the abuse or threatened abuse of law or legal process shall be punished pursuant to the Act.

150. Section 1592 establishes that whoever knowingly conceals, removes, confiscates, or possesses any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person -- in the course of a violation of section 1589 with intent to violate section 1589; or to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the services of that person, is liable under the TVPRA.

151. Section 1593(a) establishes that in in addition to any other civil or criminal penalties authorized by law, the court shall order restitution for any TVPRA offense.

152. Under Section 1593(b)(1), the order of restitution under this section shall direct the defendant to pay the victim the full amount of the victim's losses including any costs incurred by the victim for medical services relating to physical, psychiatric, or psychological care; physical and occupational therapy or rehabilitation; necessary transportation, temporary housing, and child

care expenses; lost income; attorneys' fees, as well as other costs incurred; and any other losses suffered by the victim as a proximate result of the offense.

153. Under Section 1593(b)(1), the order of restitution shall also include the greater of the gross income or value to the defendant of the victim's services including the offender's ill-gotten gains.

154. Compliance with Kuwait's immigration laws was a material requirement of the Contract. *See* Count V below. Indeed, in recognition of the fact that such compliance was a "primary" requirement, in a customized "Addendum" to each of ManTech's employment contracts with Plaintiffs, the following is provided:

> Your work area is designated as Kuwait as stated in your offer letter. A primary requirement for working in Kuwait involves issuance of a host nation Work Visa with sponsorship. To obtain a work visa, you will be required to meet established host nation criteria, including a favorable background investigation (this is in addition to employment background check and security clearance requirements) and a medical examination to determine fitness to work. These requirements may not be waived, are not negotiable and may not be substituted using alternate approvals, *e.g.*, a current active security clearance does not supersede and cannot be used in place of the required host nation background check, nor is a deployment medical exam acceptable in lieu of the required medical exam.

On information and belief, ManTech's employment contracts with the other employees who worked on the Contract in Kuwait contained similar if not identical provisions.

155. Nonetheless, ManTech abused Kuwaiti immigration and labor laws by ordering Plaintiffs and their colleagues to engage in "visa runs" in which they left Kuwait, flew to and entered Bahrain, and then immediately turned around and flew back to and entered Kuwait in order to be issued renewed tourist visas.

156. ManTech placed Plaintiffs and their colleagues in fear of arrest for this violation – which was exacerbated by their fear of being fired by ManTech if they failed to obey ManTech's orders, and the harsh economic consequences that would follow as described in the contracts

signed by Plaintiffs.

157. By creating this Hobson's Choice, and forcing Plaintiffs and their colleagues to work in fear, without the protection of any country's laws, ManTech was able to extract their services at an extremely low rate, underbid its competitors for contract work, and make exorbitant profits by obtaining illegal payments from the U.S.

ManTech Obtained Plaintiffs' Continued Services Through the Threatened Abuse of Legal Process

158. ManTech's employment contracts recited that employees would be working in Kuwait legally and that the conditions of employment would be lawful. This representation was false.

159. Once Plaintiffs were in Kuwait, their contracts forced them to remain on the job for at least two years – even after they discovered that they were in-country illegally and that the conditions of their employment were unlawful – on pain of payment of substantial financial penalties for resigning sooner.

160. Specifically, Plaintiffs were required to sign employment contracts that committed them to work for ManTech for twenty-four (24) months. A significant financial penalty was imposed for early termination. "MRAP-FOV Contract Offer Addendum – SSILOG, Host Nation Sponsorship & Work Visa- Kuwait (CIVIL ID)" made it clear that ManTech would control the immigration requirements for its employees to work at the KMSF, incurring substantial costs for this process. Plaintiffs' employment contracts stated:

> Due to the significant cost for sponsorship, (up to and exceeding $10,000 per person for first year and $5,000 for second year), you agree to commit to a minimum period of employment (deployment) of 24 months or the completion of the contract whichever comes first. Once the process is completed, *should you decide to terminate employment, or are terminated for any reason*, voluntary or involuntary, prior to completing 24 months (non-consecutive) of

> "boots on ground" (BOG) service, *you are responsible for costs incurred and will be required to reimburse the cost to obtain a work visa*. In this event, ManTech will make a determination of financial obligation based on the current circumstances. *Reimbursable costs include all expenses related directly and indirectly to the sponsorship, including travel, lodging, per diem, medical exam(s), background investigation and administration/ administrative fees. If terminated, you may also be responsible for employment and deployment costs* as described in the Offer Addendum, as well as costs related to any training or certification process provided to you as part of your employment, including employment related expenses described in the Offer Addendum.

See Employment Contract Excerpts at Ex. 02 (Emphasis added).

161. The ManTech MRAP-FOV Contract Offer Addendum – SSILOG, Host Nation Sponsorship & Work Visa- Kuwait (CIVIL ID) made clear that if, prior to completing two years of employment in Kuwait, a ManTech employee either quit or was terminated, he would be contractually obligated to pay ManTech $15,000.00 as reimbursement for the costs incurred for sponsorship of that employee in Kuwait.

162. In addition, as stated in the "MRAP-FOV Contract Offer Addendum Contract Mandated Training and Training Certification" portion of that employee's contract with ManTech:

> In the event that you fail to complete an assigned training course or fail to complete an obligated employment period under this contract and defined in this offer, *you will be required to reimburse prorated costs related to the training and certification process*. You further understand and agree that in the event your employment with ManTech is voluntarily terminated or terminated for cause before you complete this commitment period, *you will be required to reimburse training related expenses as defined above on a prorated basis* (1/12th for each month that your employment term is short of the twelve (12) month commitment).

Ibid (emphasis added).

ManTech Obtained Plaintiffs' Services Through an Intentional Abuse Kuwait Law in a Manner that Placed Plaintiffs in Constant Fear of Arrest for Kuwaiti Immigration and Labor Law

163. The Kuwait Private Sector Labor Law ("KPSLL") mandates that "the replacement of the expatriate labor force by the national labor force – whenever it can be possible – . . . is one of the main objectives of the State that should finally be achieved." Explanatory Memorandum Law No. (6) of 2010 Concerning Private Sector Labour Law Explanatory Memorandum, pp. 45-6. Expatriates, such as Plaintiffs, cannot work in Kuwait unless they subject themselves to Kuwait's laws. ManTech deliberately and intentionally violated this main objective of the State of Kuwait.

164. Article 10 of the KPSLL states: "The employer is banned to employ foreign labor force unless they are duly authorized by the Competent Authority to work for him." ManTech should have been banned from employing Plaintiffs because, during all times pertinent to this complaint, Plaintiffs were not duly authorized by any competent authority to work for ManTech because their presence in Kuwait as ManTech employees was illegal. Further, ManTech engaged in a pattern of behavior designed to hide from Kuwaiti authorities that its work force of expatriates had not been authorized to work in the country.

165. ManTech and its subcontractor—British company Millbrook—engaged in a pervasive pattern of deceit and illegality under Kuwait law by assuring Plaintiff and other ManTech employees that they were engaged in the processes necessary to make their presence legal when, in fact, ManTech and Millbrook had not engaged in such processes.

166. Article 10 further states, "If the worker abandons coming to his work and worked for another employer, the employer shall be obliged to return the employer back to his home country, upon registering an absconding notice against the worker by his main sponsor."

167. ManTech abused Kuwaiti law by reporting and threatening to report certain employees as having absconded from its workplace. Upon the filing of an absconding complaint,

Kuwaiti authorities would issue an arrest warrant for that person. As Kuwait is a member of the Gulf Cooperation Council ("GCC"), arrest warrants issued in Kuwait were enforceable by immigration and law enforcement personnel in United Arab Emirates, Bahrain, Saudi Arabia, Oman, and Qatar. Once an absconding charge was issued by authorities in Kuwait, Plaintiffs or other ManTech's employees who departed from Kuwait without ManTech's authorization (or who do not return from an approved leave) would be deemed criminals in these other GCC countries, denied entry, and/or be subject to arrest.

168. The Kuwaiti news media frequently covered the arrest of foreign nationals for immigration violations and Plaintiffs reasonably believed, based on news reports and from hearing others recount experiences or observations, that the Kuwaiti authorities were aggressive in arresting foreigners for immigration violations, especially U.S. citizens. Plaintiffs were acutely aware of other Americans getting arrested, deported, and placed on a blacklist that barred future entry into Kuwait (and the other members of the Gulf Cooperation Council). No one wanted to experience Kuwaiti jails. Plaintiffs knew that some Americans were arrested for criminal activity were beaten. Plaintiffs lived under constant fear of being arrested.

169. ManTech told Plaintiffs that it would be responsible, as their employer, for obtaining all of the immigration approvals and work permits needed for them to work in Kuwait. Through such statements, Plaintiffs were led to believe that ManTech would act in accordance with the law in obtaining the necessary immigration approvals and necessary authorizations for Plaintiffs to work in Kuwait.

170. The issuance of a Resident Visa (frequently and hereinafter referred to as a "Visa 18") is a pre-condition to working legally in Kuwait. In order to qualify for a Visa 18, expatriates such as Plaintiffs were required to submit an application to the Kuwaiti authorities, undergo a

background check (complete with a certified police report verifying that the applicant had not been subject to a criminal prosecution). If the Visa 18 is approved, it is inserted into the applicant's passport. This does not, however, complete the process for obtaining authorization to work legally in Kuwait. With the Visa 18 in hand, the expatriate must then apply to the Kuwait Ministry of Labor for a work permit and an work authorization identification card.

171. At no time during the relevant period of this complaint did ManTech obtain Visa 18s or work authorizations in Plaintiffs' names.

172. It is impossible to obtain a Visa 18 or an work authorization from the Kuwaiti government without the active participation of the applicant's prospective employer.

173. Even if it were possible to obtain a Visa 18 individually, ManTech made such independent action impossible by confiscating Plaintiffs' passports. Furthermore, confiscation of Plaintiffs' passports prevented them from leaving the country at the time of their choosing.

174. To conceal the fact that they were employing expatriates in violation of Kuwaiti law and to create the impression that Plaintiffs had some semblance of authorization to be in Kuwait, ManTech further abused Kuwaiti immigration law by demanding that Plaintiffs and all of their colleagues at the KMSF engage in what were known as "visa runs" or "turn and burns."

175. ManTech, through close coordination between its human resources personnel in the United States and its managers at the KMSF regularly scheduled "visa runs" to send complete lines of mechanics to Bahrain and back for the purpose of obtaining fresh "tourist" visa stamps in their passports.

176. The process was regular and systematic. Human resource personnel in the United States would alert ManTech's KMSF managers to the approaching six-month anniversary of a particular employee's entry into Kuwait. The KMSF managers would then order groups of

ManTech employees who anniversaries were approaching to engage in a "visa run." These groups ranged in size from five to twelve men at a time. Initially, they were required to execute visa runs on Sunday, their only day off of work. This changed for reasons that are discussed below. The employees ordered to engage in a "visa run" were told to meet at approximately 5:00 a.m. at a rendezvous point, typically in front of their living quarters. There they would be picked up by a ManTech bus. The bus would take these men to the Kuwait International Airport where they would be met by employees of Millbrook. The Millbrook employees would give each of the men their passports and provide plane tickets to Bahrain. This group of men would then exit through Kuwaiti immigration control (obtaining an "exit" stamp), fly to Bahrain, pass through Bahraini immigration control (obtaining an "entry" stamp), turn around to pass back through Bahraini immigration control (obtaining an "exit" stamp), board a plane back to the Kuwait International Airport (frequently the same plane that had brought them to Bahrain), and pass back through Kuwaiti immigration control where they would obtain the all-important six-month tourist visa stamp. When exiting the airport, the group of ManTech employees would be met by Millbrook employees who would reconfiscate their passports from them, and then the ManTech employees would get onto a bus back to their apartments in time to sleep and get up for work the next day.

177. Plaintiffs can confirm this systematic, coordinated, ritualized scheme employed by ManTech to abuse Kuwait's immigration laws.

178. Prior to working for ManTech, Hawkins worked for VSE Corporation ("VSE") and Ranger Land Systems at the KMSF.

179. Both of these companies applied for and obtained Visa 18s for Hawkins to meet the legal requirements for Hawkins to work for them in Kuwait.

180. On or about September 18, 2012, Hawkins became an employee of ManTech.

Unlike VSE and Ranger, ManTech did not complete any paperwork necessary for Hawkins to receive a Visa 18 from the Kuwaiti Government.

181. At ManTech's instruction, Hawkins left Kuwait to participate in ManTech's new-employee training in the U.S. When Hawkins's new-employee training ended, Hawkins returned to Kuwait to continue his work on the MRAPs at the KMSF. Upon his arrival at the Kuwait International Airport, ManTech transported him to Camp Ali Al-Salem, the transit point for Americans arriving in Kuwait. After a day at Camp Ali Al-Salem, ManTech transported him back to the Kuwait International Airport to have his passport stamped with a tourist visa. After it was stamped with a tourist visa, ManTech confiscated Hawkins' passport.

182. During his entire experience working for ManTech at the KMSF, Hawkins repeatedly reminded ManTech management that he needed to have a Visa 18 in order to work legally in Kuwait. The managers he spoke with about it repeated the same line, "we're working on it," so frequently that Hawkins began to think that ManTech had not even started the Visa 18 application process.

183. Hawkins saw no evidence that Millbrook was qualified to serve as a Kuwait "sponsor" (not being a Kuwaiti company) or evidence that Millbrook even attempted to obtain a Visa 18 on his behalf. It had not even requested from him the information that was required to apply for a Visa 18 (the information that he had provided to VSE and Ranger).

184. Despite Hawkins telling ManTech's management directly that he needed a Visa 18 to work legally in Kuwait, ManTech's management ignored him, and repeatedly ordered Hawkins to execute "visa runs."

185. On one such ManTech-ordered "visa run," Hawkins left Kuwait for Bahrain on December 23, 2012. Though Hawkins exited Bahraini immigration control upon his arrival, he

was not permitted to reenter Bahraini immigration control when he turned around to board a plane back to Kuwait. He was barred from passing through Bahraini immigration because of a "hold" that had been placed on his passport barring him from reentering Kuwait. Hawkins did not know why a "hold" was placed on his passport barring him from reentry into Kuwait. Hawkins called ManTech managers in Kuwait to report his detention and request their assistance but they refused. Hawkins requested that ManTech make inquiries with Kuwaiti authorities about why a hold was placed on his reentry. They refused.

186. Having traveled to Bahrain with essentially only the clothes on his back (Hawkins had anticipated completing his "visa run" in the course of a single day), he was trapped for three weeks, with no assistance from ManTech.

187. Abandoned by ManTech in Bahrain, Hawkins had to rely on his own resources to discover why a hold had been placed on his passport. At his own expense, he hired a Kuwaiti attorney to make inquiries with Kuwaiti government authorities. These inquiries revealed that German immigration authorities had placed a "hold" on Hawkins's passport because his consent was needed to allow his child to move from Germany to take residence in the Philippines. Once the alert had been placed on his passport, Kuwaiti authorities were on notice that Hawkins might have illegally brought a child into Kuwait. Kuwait needed a statement from Hawkins that established that his child had not been living illegally in Kuwait and had his permission to move to live in The Philippines with her mother.

188. Hawkins gave his Kuwaiti attorney the power of attorney necessary to submit a statement to German immigration authorities giving his daughter permission to travel to and take residence in The Philippines and a statement to Kuwaiti authorities providing assurance that he had not brought his child into Kuwait with him.

189. As soon as these statements were provided, Hawkins was allowed to pass through Bahraini immigration and reenter Kuwait.

190. Had ManTech applied for a Visa 18 in his name in the ordinary course of business, Hawkins would have been informed of the hold that had been placed on his passport. He could have addressed the issue with the appropriate authorities in the ordinary course of business rather than being trapped in Bahrain for three weeks.

191. Given what he has learned about ManTech's immigration practices since this event, Hawkins believes and thus alleges that ManTech provided no assistance to him and made no inquiries with Kuwaiti immigration authorities because to do so risked such Kuwaiti authorities discovering that ManTech was systemically trafficking its full-time mechanic and technician workforce into Kuwait on tourist visas.

192. Upon returning to Kuwait, Hawkins learned that, to explain Hawkins's detention to other ManTech employees, ManTech propagated false information about him. Such information included false statements that Hawkins had been arrested for committing a crime, that his inability to reenter was the consequence of a contentious divorce proceeding, and that he was behind on child-support payments.

193. At ManTech's direction, Hawkins executed another "visa run" on March 27, 2013, whereby he met Millbrook agents at the Kuwait International Airport in the early morning hours in order to obtain his passport, passed through Kuwait exit immigration control, flew to Bahrain, passed through Bahraini entry immigration control, passed through Bahraini exit immigration control, flew back to Kuwait where his passport was stamped with another six-month tourist visa, met the Millbrook personnel as he exited the airport to surrender his passport, and returned to his living quarters.

194. The same pattern was repeated on May 5, 2013. Each time this happened Hawkins's dual fears were exacerbated: He was afraid of being arrested for violating Kuwait's labor laws, and deported and barred from ever returning to Kuwait, and he was equally afraid of being fired and suffering the dire economic consequence of ending his employment with ManTech prior to the expiration of the required twenty-four months in Kuwait. Such termination would cause financial to Hawkins and his family from the loss of income, the applicable contractual penalty, and the difficulty he could face in obtaining employment after being fired.

195. Because he lacked a Visa 18 and was not in possession of his own passport, Hawkins lived in fear of arrest. Hawkins was aware that foreign nationals were subject to arrest and mistreatment by Kuwaiti authorities for violating its immigration laws. Hawkins was particularly fearful that the Kuwait law enforcement authorities would spot-check the ManTech worksite for immigration compliance. The ManTech workforce constantly talked about and lived in fear of mass arrest.

196. Prior to working for ManTech, Hayes worked for subcontractors VSE and Ranger when SAIC was the prime contractor on MRAP maintenance and repair.

197. VSE and Ranger obtained a Visa 18 for Hayes to ensure that he could work there legally.

198. When SAIC was replaced by ManTech as the prime contractor, Ranger was terminated, and Ranger, in turn, terminated Hayes's Visa 18.

199. Acting on ManTech's invitation to SAIC's subcontract employees to reapply for their jobs, Hayes did so and was successful. At ManTech's instruction, Hayes returned to the United States for training.

200. When Hayes's training ended, he returned to Kuwait at ManTech's instruction to

continue to work on MRAPs at the KMSF.

201. Unlike his predecessor employers VSE and Ranger, ManTech never obtained a Visa 18 for Hayes. Instead, ManTech instructed him to engage in repeated "visa runs" to Bahrain to have his tourist visa repeatedly renewed.

202. Hayes, in the company of approximately five to eight other ManTech employees, embarked, as ordered by ManTech manager Bud Delano, on a "visa run" on or about February 5, 2013.

203. In the spring of 2013, Hayes informed his ManTech managers that his tourist visa had expired. ManTech took no action, even though he was now in the country illegally. When he voiced his concern that he could be arrested and deported, ManTech instructed him that if he was concerned that he would be arrested he should confine himself to his apartment when he was not working.

204. Just prior to May 16, 2013, ManTech again ordered Hayes to embark on another "visa run," following the same procedure as before.

205. Prior to working for ManTech, Sawyer was employed by VSE which was a subcontractor to ManTech's predecessor SAIC on the MRAP contract.

206. While employed by VSE, Sawyer had a Visa 18 that VSE had obtained for him through its Kuwaiti sponsor.

207. When ManTech took over the contract, ManTech invited employees of SAIC's subcontractors to reapply for their prior jobs. Sawyer did so.

208. ManTech did not prepare any of the paperwork that VSE had prepared for Sawyer for obtaining a Visa 18.

209. Sawyer surrendered his passport to ManTech because ManTech told him it needed

his passport to apply for a Visa 18 in his name.

210. Though Sawyer could cancel his VSE Visa 18 on his own, he could not obtain a new Visa 18 in the name of ManTech on his own. He required the involvement and cooperation of his new employer, ManTech. At the start of his employment with ManTech and at each opportunity that arose to discuss his immigration status, Sawyer repeatedly told ManTech that it had to apply for and obtain a Visa 18 in his name.

211. Sawyer asked ManTech when he would get his Visa 18. ManTech was non-committal. ManTech told him that obtaining visas for him and his fellow employees was not a priority for the company. This was evident to Sawyer because ManTech had no process in place and no personnel in place to obtain Visa 18s.

212. On March 30, 2013, ManTech instructed Sawyer, still without a Visa 18, to execute a "visa run."

213. Sawyer told his ManTech managers that he and his fellow employees were at risk of arrest for doing a "visa run." ManTech ignored this warning and ordered Sawyer and the others in the group to proceed with the one-day "turn and burn" as scheduled or be fired.

214. Sawyer and the others were subject to arrest for not remaining outside of Kuwait for a minimum 72-hours prior to reentry, as required under Kuwaiti law. However, they were under orders from ManTech to return immediately so that they could get back to work at the KMSF immediately and were forced to risk arrest in order to report for work at the time demanded by ManTech.

215. From November 22, 2012 to May 30, 2013, Sawyer worked in Kuwait without a Visa 18.

216. ManTech never obtained a Visa 18 for Locklear despite confiscating and holding

his passport. ManTech never processed the paperwork that his previous Kuwait-based employer ITT had processed when ITT applied for and received a Visa 18 for Locklear.

217. Instead of obtaining a Visa 18 for him, ManTech repeatedly ordered Locklear to engage in "visa runs."

218. Nelson left for Kuwait on November 9, 2012, after completion of U.S. training. ManTech did not provide him with any information about the requirements for working legally in Kuwait. ManTech did not, for example, tell Nelson that it was illegal to work in Kuwait when in-country only on a tourist visa.

219. Upon Nelson's arrival in Kuwait, ManTech confiscated his passport.

220. ManTech never obtained a Visa 18 for Nelson, a prerequisite for Nelson to work legally there.

221. The flight that transported Nelson to Kuwait carried approximately twenty other new ManTech employees. To his knowledge, none of them knew that it would be illegal for them to work in Kuwait without a Visa 18.

222. Once he was in Kuwait, Nelson met Americans who were employed by ITT and General Dynamics. Nelson learned from these Americans that expatriates, such as he, could work in Kuwait only if they had a Visa 18. His friends at those companies had all obtained Visa 18s before going to Kuwait.

223. Nelson lived in fear that he would be arrested and deported. Particularly unnerving was the fact that, because he had no passport, he lacked the ability to immediately prove his U.S. citizenship in a time of crisis. Thus, in that event, he not only lacked the legal authority to be in Kuwait, he also lacked the ability to take shelter, as a U.S. citizen, on a U.S. military facility.

224. On or about April 28, 2013, ManTech management ordered Nelson and a group of

other ManTech employees whose temporary visas were about to expire to execute a "visa run."

ManTech Obtained Plaintiffs' Continued Services Because of the Power it had to Report Them as Having "Absconded" Under Kuwaiti Law – a Charge that Would have Subjected Them to Arrest in All of the Countries Part of the Gulf Cooperation Council

225. ManTech held additional power over Plaintiffs and their coworkers. If any Kuwait-based employee of ManTech failed to report to work, ManTech could report to the Kuwaiti authorities that such employee had "absconded" from the workplace, a criminal violation in Kuwait. Upon the filing of such charges, Kuwaiti authorities would issue an arrest warrant for that person. As Kuwait is a member of the Gulf Cooperation Council ("GCC"), arrest warrants issued by Kuwait would be enforced by immigration and law enforcement personnel in the United Arab Emirates, Bahrain, Saudi Arabia, Oman, and Qatar. Once an absconding charge was issued by authorities in Kuwait, Plaintiffs or other ManTech's employees who departed from Kuwait without ManTech's authorization (or who do not return from an approved leave) would be deemed criminals in these other GCC countries, denied entry, and/or be subject to arrest. Plaintiffs knew that leaving ManTech, leaving the KMSF without the approval of ManTech, or failing to return to the KMSF from a "visa run" or any other reason would result in an absconding charge being filed against them and an arrest warrant being issued for them, and an entry ban being declared by all GCC members.

Plaintiffs Were Damaged by Violations of the TVPRA

Plaintiffs were Denied the Protection of U.S. Law and Were Exposed to Illegal Levels of Toxic Poison

226. ManTech used intimidation and coercion to keep its employees in constant fear of being terminated and deported. The work conditions were horrific. The air was putrid and thick with suffocating smoke and fumes from a variety of sources.

227. The Army's MRAPs are coated with Chemical Agent Resistant Coating ("CARC paint"). CARC paint is a coating system routinely used on military vehicles to make metal surfaces highly resistant to corrosion and penetration of chemical agents encountered in chemical weapons attacks.

228. CARC paint contains isocyanate (HDI).[2] The CDC identifies the following about HDI:

> Isocyanates are a family of highly reactive, low molecular weight chemicals. They are widely used in the manufacture of flexible and rigid foams, fibers, coatings such as paints and varnishes, and elastomers, and are increasingly used in the automobile industry, autobody repair, and building insulation materials. Spray-on polyurethane products containing isocyanates have been developed for a wide range of retail, commercial, and industrial uses to protect cement, wood, fiberglass, steel and aluminum, including protective coatings for truck beds, trailers, boats, foundations, and decks.
>
> Isocyanates are powerful irritants to the mucous membranes of the eyes and gastrointestinal and respiratory tracts. Direct skin contact can also cause marked inflammation. Isocyanates can also sensitize workers, making them subject to severe asthma attacks if they are exposed again. There is evidence that both respiratory and dermal exposures can lead to sensitization. Death from severe asthma in some sensitized subjects has been reported. Workers potentially exposed to isocyanates who experience persistent or recurring eye irritation, nasal congestion, dry or sore throat, cold-like symptoms, cough, shortness of breath, wheezing, or chest tightness should see a physician knowledgeable in work-related health problems.
>
> Preventing exposure to isocyanates is a critical step in eliminating the health hazard. Engineering controls such as closed systems and ventilation should be the principal method for minimizing isocyanate exposure in the workplace. Other controls, such as worker isolation and use of personal protective equipment such as respirators and personal protective clothing to prevent dermal exposures may also be necessary. Early recognition of sensitization and prompt and strict elimination of exposures is essential to reduce the risk of long-term or permanent respiratory problems for workers who have become sensitized.[3]

229. Isocyanate/HDI is highly irritating to skin and the respiratory system. Heavy

[2] Chemical Agent Resistant Coating (CARC) Technical Data Sheet, available at http://integument.com/wp-content/uploads/CARC_TechnicalDataSheet.pdf (last visited May 21, 2018).

[3] The National Institute for Occupational Safety and Health (NIOSH), "Isocynantes," available at https://www.cdc.gov/niosh/topics/isocyanates/default.html (last visited May 21, 2018).

exposure to it can lead to itching and reddening skin, burning sensations in the nose and throat, and watering of the eyes. With extreme exposure, HDI can cause a cough, shortness of breath, pain during respiration, increased sputum production, and tightening of the chest.

230. Additionally, inhaling high concentrations of solvents contained in CARC can cause coughing, shortness of breath, watery eyes, and respiratory problems, including asthma.

231. During the drying process, CARC can also release toluene diisocynate (“TDI”). Burning, grinding or welding CARC paint also releases TDI.

232. Exposure to HDI and TDI can result in a multitude of adverse health effects. The adverse health effects of TDI exposure include acute airway irritation and sensitization ("isocyanate asthma"). Exposure to TDI can also cause kidney damage.

233. Occupational asthma related to isocyanate exposure can develop in individuals with no prior history of asthma and can sometimes be followed by more generalized hyperreactivity to other irritants.

234. Occupational safety best practices thus dictate that CARC-coated materials should never be cut or welded, and CARC-coated materials should not be grinded or sanded without high-efficiency air purifying respirators in use.

235. Given the serious health hazards associated with working with CARC paint, it was and is incumbent upon ManTech to provide workers with suitable and safe work conditions in which workers can avoid the risk of being exposed to or inhaling CARC fumes, particles, or other by-products.

236. As an Army contractor, ManTech was obligated to follow Department of Defense and Army legal mandates with respect to servicing CARC coated vehicles.

237. U.S. Army Technical Bulletin 43-0242, WD CARC Spot Painting, Department of

the Army, 3 Dec 2007, asserts bluntly at 7-1: "Welding is Out. Never weld or use a cutting torch on CARC – or WD CARC-painted material. Welding or cutting painted surfaces releases toxic gases, vapors and metal fumes."

238. Compared with their experience working at the KMSF for SAIC and its subcontractors Ranger and VSE, Hawkins, Hayes, Sawyer, and Locklear experienced a dramatic deterioration in the environmental conditions at the KMSF after ManTech took the contract from SAIC.

239. When the KMSF was administered by SAIC, the air was frequently tested and changes implemented when air quality measurements indicated dangerous conditions. However, under ManTech, such air quality tests were terminated.

240. Under ManTech, the air at the KMSF was polluted with the smoke of burning CARC paint caused by arc-welding of MRAP vehicles, grinding of CARC paint and metal by sanders, the release of fossil fuels from engine exhaust, fumes released from petroleum products, and other toxins released by the employees' abrasive work on the MRAP vehicles.

241. When ManTech controlled the KMSF, the air became dramatically worse than when it was controlled by SAIC because ManTech stopped running ventilation fans designed to remove toxic smoke and fumes caused by the welding and grinding of MRAP surfaces. ManTech told Plaintiffs that it was obligated to stop these ventilator fans because they were making too much noise and endangered Plaintiffs' hearing. Yet, when SAIC ran the KMSF, the mechanics and support personnel were all equipped with over-the-ear noise protectors to safeguard their hearing from the noise within the KMSF including the ventilators. ManTech provided no such ear protection. ManTech's suggestion that it could not maintain adequate ventilation and run ventilator fans without jeopardizing workers' hearing was disingenuous. Had ManTech been

genuinely concerned about the risk posed to Plaintiffs' hearing, it would have provided such over-the-ear noise protectors and been able to run the ventilators at the same time.

242. ManTech ignored Plaintiffs and other ManTech employees' frequent and repeated complaints about the thick, caustic, smoke that gathered within the facility. Each day, an ever-increasing black cloud of toxic smoke filled with caustic chemicals gathered within the KMSF because the ventilators had been turned off. Locklear and his fellow employees were forced to go out into the searing heat during breaks simply to get fresh air.

243. In response to the complaints about the poor air quality and in rejecting requests to restart the ventilator fans, ManTech instructed its employees to keep the bays doors of the warehouse open. However, this was not a realistic solution as the outside temperature in Kuwait was frequently 120 degrees Fahrenheit.

244. Another significant difference in the health and safety conditions at the KMSF between when SAIC administered the MRAP contract and when ManTech held the contract was the availability of respirators. When SAIC held the MRAP contract, it issued respirators to the workforce to protect against the CARC/toxic fumes and particulate debris being released into the air. Despite many requests from Plaintiffs and other employees at the KMSF, ManTech refused to provide respirators and even refused to provide fresh, clean filters for use with the respirators that had been held-over from the time that SAIC was in charge of the facility.

245. When Plaintiffs and other ManTech employees complained about the lack of respirators to filter the smoke-filled air, ManTech threatened to fire them. In fear of suffering the dire economic consequence of ending his employment with ManTech prior to the expiration of the required twenty-four months in Kuwait, the financial loss that would be realized by Plaintiffs and their families from the loss of income (and the applicable penalty), and the difficulty they might

face in obtaining employment after being terminated by ManTech, Plaintiffs were coerced into silence regarding their working conditions.

246. In sum, the smoke-filled work areas at the ManTech facility had little or no ventilation, and as a result, the working conditions for Plaintiffs and the other mechanics were horrific. Smoke and particulate matter were discharged from multiple sources, including arc-welding of CARC paint-coated MRAP vehicle bodies, exhaust from running vehicle engines, dust from the grinding down of CARC paint and metallic parts, and other sources of toxicity. Toward the end of each work day, smoke filled the work area so densely that Plaintiffs could not see from one side of the facility to the other.

247. Plaintiffs and other ManTech employees experienced immediate and long-term ill-health effects from their exposure to toxic pollution at the KMSF that continue to this day. All Plaintiffs experienced headaches, respiratory distress, sinus congestion, mucus expectoration, and burning in their eyes and throat during the time that they worked at the KMSF. Some Plaintiffs experienced chronic, daily nose-bleeds as a consequence of working in the KMSF during ManTech's control of the facility.

248. Plaintiffs and other former ManTech employees continue to experience chronic respiratory and sinus illness since working at the KMSF when ManTech controlled the facility. Furthermore, Plaintiffs and other workers may experience other more serious ailments that are associated with long-term exposure to CARC and CARC solvents.

249. Plaintiffs did not want to work under the inhumane and arduous conditions to which they were subjected by ManTech, but reasonably believed that they had no choice, due to ManTech's control over their lives, as manifested, inter alia, by ManTech's confiscation of their passports, ManTech's refusal to obtain legal authorization (Visa 18, employment authorization,

and Ministry of Labor identifications) necessary for them to live without constant fear of arrest, the power that ManTech had to report them to Kuwaiti authorities as having "absconded" if they did not report to work, and ManTech's threat of severe financial penalties were Plaintiffs to leave their employment prior to the expiration of the twenty-four months required of their contract.

Plaintiffs Were Damaged by ManTech's TVPRA Violations by Being Victims of Wage Theft

250. KPSLL Article 64 of the State of Kuwait Labor Law states: "it is forbidden to allow workers to work for more than 48 hours per week or 8 hours a day, except in such events as are specified in this Law." Moreover, "[w]orking hours during the holy month of Ramadan shall be equal to 36 hours per week." *Id*.

251. KPSLL Article 66 provides when a laborer is required to work in excess of forty-eight (48) hours per week, the laborer has the "right to obtain a wage against the overtime hours in a rate which is more than his ordinary rate in a similar period by 25%." The KPSLL makes clear that, "[t]he additional working hours shall not be more than two hours per day and in a maximum number of one hundred eighty (180) hours per year. Also, the additional work periods shall not exceed three days a week and ninety days per year." *Id*.

252. Per KPSLL Article 68, "The official holidays granted to a laborer with full pay are: a) Hijiri New Year Day - One day; b) Ascension (lsra & Miraj) Day -One day; c) Eid Al Fitr (Lesser Bairam) -Three days; d) Waqfat Arafat Day - One day; e) Eid Al Adha Greater Bairam - Three days; f) Prophet Birthday - One day; g) National Day (25th February) - One day; h) Liberation Day (26th February) - One day; i) New Gregorian Year - One day." Further, Article 68 states, "If the work circumstances require keeping any laborer in work on any of the official holidays, he shall be paid a double wage together with an alternative compensation day." Plaintiffs were further damaged by ManTech by being the victims of wage theft.

253. Had Plaintiffs Sawyer, Hayes, Locklear, Nelson, and Hawkins worked legally in Kuwait, as required under the Kuwait Private Sector Labor Law and consistent with the requirements of Kuwait's immigration laws and the necessity of a Visa 18, they would have been entitled to the overtime wages and other benefits mandated by the laws of Kuwait.

254. During the time they were employed by ManTech, Plaintiffs' average day consisted of waking up 4:00 a.m. to be picked up by a ManTech bus from the ManTech-provided apartment at 5:00 a.m. The ManTech work facility was approximately an hour drive away. After signing in at the KMSF, Plaintiffs started work at 7:00 a.m. Plaintiffs were provided a fifteen-minute break at 9:15 a.m. Plaintiffs were provided a one-hour break from 11:30-12:30 – a time that Plaintiffs and most employees would try to venture outside of the KMSF facility in order to obtain fresh air. Frequently, however, the outside desert conditions were too severe to venture outside, and Plaintiffs were forced to take their lunch break within the toxic fume/smoke-filled FMSF facility. Nonetheless, at times the interior pollution was so painful and suffocating that Plaintiffs ventured into the blistering heat just to breathe somewhat normally. Plaintiffs were provided another fifteen-minute break at 3:00 p.m. Their work day ended at 6:00 p.m. After checking out and boarding the ManTech bus back to their ManTech-provided apartment, Plaintiffs were in their own living quarters at 7:30 p.m. They had virtually no personal freedom except to work, shower, relieve themselves, and go to bed to be ready to rise again at 4:00 a.m. Plaintiffs were provided one day off per week.

255. Plaintiffs worked 72 hours a week in Kuwait-- 24 hours beyond the Kuwaiti maximum of 48 hours per week (and 32 hours beyond the maximum established by the United States Fair Labor Standards Act, which did not cover them in Kuwait).

256. By forcing Plaintiffs to work without the protection of any country's laws,

ManTech engaged in flagrant wage theft. By way of example, Hayes worked 23 weeks in Kuwait at a rate of $19.67 per hour, and 7 weeks at $19.98 per hour. Under the Kuwait Private Sector Labor Law, ManTech owes him approximately $2,714.46 (24 hours x 23 weeks x 19.67 per hour x .25 (additional overtime rate)); plus $839.16 (24 x 7 x 19.98 x .25, or $209.79) for an estimated total overtime compensation of $3,553.62. Under U.S. law, ManTech owed Hayes approximately $7,338.56 (calculated as 32 hours x 23 weeks x 19.67 per hour x .50 (additional overtime rate)); plus $2,237.76 (32 hours x 7 weeks x 19.98 x .50) for an estimated total compensation of working overtime of $9,576.02.

257. By way of example, Locklear worked 26 weeks in Kuwait. He was also required to work a 72-hour work week. Using his pay of $19.56 as the rate to calculate his missing overtime wages, Locklear was entitled to additional pay at the Kuwaiti rate of 24 hours x $19.56 x .25 x 26 weeks, or $3,051.36. At a rate compensable under U.S. law, Locklear was entitled to 32 hours x $19.56 x .50 x 26 weeks or $3,976.02.

258. By way of example, during his 1st week in Kuwait, Nelson worked 80 hours. Accordingly, for the overtime worked that week, under the Kuwait Private Sector Labor Law, Nelson was owed $144.00 ($16.00 x .25 x 36 hours) (under the Fair Labor Standards Act, he would have been paid $320.00 ($16.00 x .50 x 40 hours)). During his 2nd week of work in Kuwait, Nelson worked 60 hours. Under Kuwaiti law he was owed $112.00 ($16.00 x .25. x 28 hours) (under the Fair Labor Standards Act, he would have been owed $256.00 ($16.00 x .50 x 32 hours)). During the 3rd-12th weeks of his work in Kuwait, Nelson was required to work 72 hours each week. Under Kuwaiti law, he was owed $1,120.00 ($16.00 x .25 x 28 hours x 10 weeks) (under U.S. law, $2,560.00 ($16.00 x .50 x 32 hours x 10 weeks)). In addition, in weeks 16 through 20 Nelson was forced to work 72 hours each week. Under Kuwaiti law, he was owed $448.00 ($16.00

x .25 x 28 hours x 4 weeks) (under U.S. law, $1,024.00 ($16.00 x .50 x 32 hours x 4 weeks)). In week 21, Mr. Nelson's pay was raised to $16.26 per hour. Yet he was still required to work 72 hours for weeks 21 through week 28. Thus, under Kuwaiti law he is owed $796.74 (16.26 x .25 x 28 hours x 7 weeks) (under U.S. law he is owed $1,821.12 ($16.26 x .5 x 32 hours x 7 weeks)). In week 29, Nelson was required to work 64 hours. Under Kuwaiti law he was owed $112.00 ($16.26 x .25 x 20 hours) (under U.S. law $195.12 ($16.26 x .50 x 24 hours)).

259. Through ManTech's abuse, Plaintiffs lacked the protection of *any* country's laws. They were entitled to the protections of *some* nation's wage and hour laws yet having left the United States, they were not longer covered by the McNamara-O'Hara Service Contract Act which was generally applicable to the Contract. The Contract, pp. 53, 339, 345, 388. Yet, having brought Plaintiffs into Kuwait illegally and without the recognition and rights afforded to them as residents of Kuwait, Plaintiffs were denied any rights under the Kuwait Private Sector Labor Law. Thus, Plaintiffs were denied the compensation and benefits of U.S. law and Kuwait law, both.

260. Plaintiffs could not advocate for their rights to fair wages because they lived in fear of arrest for lack of U.S. passports, proper immigration papers, and a proper work authorization. Plaintiffs were acutely aware of the fate of Americans who, when arrested by Kuwaiti police for immigration violations, were forced into shared, overcrowded jail cells; with inadequate food; poor sanitation; and physical, verbal, and psychological abuse. Moreover, Plaintiffs knew that, if arrested, they would be subject to summary deportation, and a consequent life-time ban on reentering Kuwait or any other Gulf-Cooperation Council country. Plaintiffs also feared the consequences of being fired by ManTech, including the financial penalty for termination prior to completing 24-months of service.

261. Pursuant to 18 U.S.C. §1593(a), the Court shall enter an order of restitution for each

and all of the TVPRA offenses described above.

262. Pursuant to 18 U.S.C. §1593(b)(1), such an order of restitution shall direct the Defendant to pay the victim the full amount of the victim's losses including any costs incurred by the victim for medical services relating to physical, psychiatric, or psychological care; physical and occupational therapy or rehabilitation; necessary transportation, temporary housing, and child care expenses; lost income; attorneys' fees, as well as other costs incurred; and any other losses suffered by the victim as a proximate result of the offense.

263. Under 18 U.S.C. §1593(b)(1), the order of restitution shall also include the greater of the gross income or value to the Defendant of the victim's services including the offender's ill-gotten gains.

COUNT V
Violations of the False Claims Act
False Claims with Respect to Compliance with
The Trafficking Victims Protection Reauthorization Act
Pusuant to 31 U.S.C. §§ 3729(a)(1)(A), 3729(a)(1)(B) or Implied False Claim

264. The allegations in Paragraphs 146-263 are incorporated in this count by reference as though fully stated herein.

Compliance with TVPRA was a
Material Condition for Payment Under the Contract

265. Public Law 108-193, the "Trafficking Victims Protection Reauthorization Act of 2003" (Dec. 19, 2003), gave the Government the authority to terminate grants, contracts, or cooperative agreements for Trafficking-In-Persons-related violations. It established:

> The President shall ensure that any grant, contract, or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition that authorizes the department or agency to terminate the grant, contract, or cooperative agreement, without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or

> cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. 22 U.S.C. §7104g [2009].

266. In 2006, the U.S. Civilian Agency Acquisition Council and the U.S. Defense Acquisition Council agreed on an interim rule implementing the above stated requirement, adding Federal Acquisition Regulation Subpart 22.17, "Combating Trafficking in Persons." The regulation stated that the "subpart applies to all acquisitions," and paragraph 22.1705, "contract clause" states: (a) Insert the clause at 52.222-50, Combating Trafficking in Persons, in all solicitations and contracts. (b) Use the basic clause with its Alternate I when the contract will be performed outside the United States (as defined at 25.003) and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.

267. The DoD Inspector General mandate for this evaluation was contained in Public Law 110-457, "William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008," December 23, 2008. Subtitle D, section 232, which required the Inspector General, for fiscal years 2010 through 2012, to: "…investigate a sample of … contracts, or subcontracts at any tier, under which there is a heightened risk that a contractor may engage, knowingly or unknowingly, in acts related to trafficking in persons, such as: (A) confiscation of an employee's passport; (B) restriction on an employee's mobility; (C) abrupt or evasive repatriation of an employee; (D) deception of an employee regarding the work destination; or (E) acts otherwise described in section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104)."

268. Section 232 of Public Law 110-457 required a report to Congress no later than January 15 of each year: (A) summarizing the findings of the investigations conducted in the previous year, including any findings regarding trafficking in persons or any improvements needed

to prevent trafficking in persons; and (B) in the case of any contractor or subcontractor with regard to which the Inspector General has found substantial evidence of trafficking in persons, report as to— (i) whether or not the case has been referred for prosecution; and (ii) whether or not the case has been treated in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104) (relating to termination of certain grants, contracts and cooperative agreements).

269. In compliance with this Congressional mandate, the Inspector General of the Department of Defense reviewed over 360 Department of Defense contracts for compliance with the "Trafficking Victims Protection Act of 2000," title 22, United States Code, chapter 78 (as amended).

270. On January 18, 2011, after completing this Congressionally-mandated review, the Inspector General of DoD recommended that the Federal Acquisition Regulations and CentCom regional combating trafficking in persons clause be present in all contracts. Specifically, the Inspector General recommended that "[t]he Commander, U.S. Central Command Contracting Command, should:

> "a. Ensure that Federal Acquisition Regulation clause 52.222-50, 'Combating Trafficking in Persons,' or Alternate I, is included in all contracts; and
>
> "b. Provide additional guidance to clarify proper usage of the U.S. Central Command Contracting Command clause 952.222-0001, 'Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports.'"

271. In the very solicitation for MRAP services, the Army made it clear that it expected ManTech (and all other contract bidders) to adhere to exacting requirements prohibiting the trafficking of humans. Section C-3, "952.222-0001 Prohibition Against Human Trafficking, Inhumane Living Conditions, Jul/2010 (C3) And Withholding of Employee Passports," of the

Contract makes clear:

> (a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.
>
> (b) Contractors are also required to comply with the following provisions:
>
> (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
>
> * * *
>
> (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.
>
> (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.
>
> (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
>
> (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

272. Solicitation W56HZV-11-R-0181, page 54 of 125, provided conspicuous notice that any and all bidders would be required to follow FAR 52.222-50, "Combating Trafficking in Persons," which made clear, "**The United States Government has adopted a zero tolerance policy regarding trafficking in persons.**" *Id*. at § (b) (emphasis added).

273. The Federal Acquisition Regulations themselves gave additional notice that "Contractors and contractor employees shall not — (1) Engage in severe forms of trafficking in persons during the period of performance of the contract; . . . or (3) Use forced labor in the performance of the contract." *Id*. In addition:

> The Contractor shall — (1) Notify its employees of — (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to**, removal from the contract**, reduction in benefits, or termination of employment; and (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

Id. at § (c)(emphasis added).

274. Solicitation reference FAR 52.222-50 (d)(1), "Notification," required that "[t]he Contractor shall inform the Contracting Officer immediately of — Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy. . . ." A contractor's failure to inform the United States of trafficking activity may result in suspension or debarment. *Id*. at (e).

275. The Contract signed by ManTech contained a variety of federal regulations that were incorporated by reference at Section 9, Page 8 of 388 including requirements that ManTech observe host country, international, and host-country law and the anticipated prohibition on human trafficking.

276. With respect to the observance of law, the Contract made clear that ManTech would be bound by Regulation 252.225-7040, specifically:

> **252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States**. Under subclause (d) (1), "Compliance with laws and

regulations," ManTech was required to "comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States . . . are familiar with and comply with, all applicable - (i) United States, host country, and third country national laws; (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements; (iii) United States regulations, directives, instructions, policies, and procedures; and (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to . . . health [or]safety[.]"

277. Reflecting the importance and materiality of the conduct prohibited by FAR 52.222-50, the Contract contained even greater protections than those presaged by the Solicitation:

- **KSCR1-2 – Prohibition Against Human Trafficking, Inhumane Living Conditions, And Withholding Of Employee Passports (Oct 2011).** On October 15, 2011, U.S. Central Command ("CentCom"), CentCom Contracting Command (CJTSCC), issued "Unique Requirements for Theater Business Clearance in the Kuwait Area of Operation." KSCR1-2 states:

> "KSCR1-2 – Prohibition Against Human Trafficking, Inhumane Living Conditions, And Withholding of Employee Passports (Oct 2011)" [s]hall be included in all services or construction contracts which require performance in Kuwait. This mandated requirement augments FAR Clause 52.222-50 "Combating Trafficking in Persons" Alternate I. By Reference, include FAR 52.222-50 and the following: PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011) Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.
>
> ***ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons.*** All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons. Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract. (emphasis added).
>
> Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall

disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

* * *

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates [Trafficking in Persons] policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

(1) Required removal of a Contractor employee or employees from the performance of the contract.
(2) Required subcontractor termination.
(3) Suspension of contract payments.
(4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
(6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

278. In March 2014, the Army took the opportunity to remind ManTech of its obligations under the TVPRA by adding Section C-3 to the contract. Section C-3, citing FAR 5152.222-5900. stated, in pertinent part:

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS AND WITHHOLDING OF EMPLOYEE PASSPORTS

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title

18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

* * *

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including his paragraph, in all subcontracts under his contract.

279. Indeed, in recognition of the fact that such compliance was a "primary" requirement, in a customized "Addendum" to each of ManTech's employment contracts with Plaintiffs, the following is provided:

Your work area is designated as Kuwait as stated in your offer letter. A primary requirement for working in Kuwait involves issuance of a host nation Work Visa with sponsorship. To obtain a work visa, you will be required to meet established host nation criteria, including a favorable background investigation (this is in addition to employment background check and security clearance requirements) and a medical examination to detem1ine fitness to work. These requirements may not be

> waived, are not negotiable and may not be substituted using alternate approvals, *e.g.*, a current active security clearance does not supersede and cannot be used in place of the required host nation background check, nor is a deployment medical exam acceptable in lieu of the required medical exam.

280. On information and belief, ManTech's employment contracts with the other employees who worked on the Contract in Kuwait contained similar if not identical provisions.

Willful Violations of International Treaty Obligations, U.S. Law, and Army Regulations with Respect to Adherence to Violations of the Trafficking Victims Protection Reauthorization Act Were Material as a Matter of Fact and Material as a Matter of Law

281. Through repeated policy pronouncements, numerous refinements of contracting regulations, and substantial efforts by the Department of Defense to root out human trafficking and forced labor as a collateral detriment of the foreign deployment of U.S. military forces overseas, the Department of Defense has made manifest the materiality of adherence to the TVPRA.

282. Irrespective of whether any particular Army contracting officer might think about the materiality of TVPRA adherence, the policy pronouncement of a "zero tolerance" for activities that violate the TVPRA makes such violations material as a matter of law.

283. ManTech was under an affirmative obligation to disclose to the U.S. facts that would, if known, disqualify ManTech from contracting with the U.S. ManTech's failure to disclose its knowledge of human trafficking activity by its employees and its lack of adherence to prescribed safety standards constitute false claims regarding qualification for payment and, thus, false claims for payment.

284. By accepting payment and additional options periods under the contract, ManTech falsely implied certification of compliance with the TVPRA requirements.

285. Ignoring the U.S. Government's "zero-tolerance" policies with respect to

prohibitions on Human Trafficking and its express obligations under the Contract, ManTech trafficked Plaintiffs and their colleagues illegally into Kuwait, abused Kuwait's immigration and labor laws and, by doing so, inflicted serious harm on Plaintiffs and their colleagues.

286. Through its trafficking activity, ManTech placed Plaintiffs and their colleagues in fear of arrest, imprisonment, and expulsion; forced Plaintiffs and their colleagues to work in deplorable, dangerous conditions; and refused to pay them in accordance with the laws of the U.S. and Kuwait.

ManTech Knowingly Violated the TVPRA Conditions of the Contract and Failed to Notify the U.S. of its TVPRA Activity

287. ManTech made explicit and implicit certifications to the U.S. by requesting and receiving payments that were premised on compliance with material TVPRA requirements of the Contract and applicable international, U.S, and Kuwaiti laws and regulations expressing a policy of "zero tolerance" for violations of the TVPRA. By knowingly engaging in TVPRA violations and by knowingly concealing from the U.S. its TVPRA violations, ManTech knew it was not in compliance with such material and legal requirement; thus, such requests for payment constituted false claims for payment.

288. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

289. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

290. Defendants are jointly and severally liable for all damages under this Count.

PRAYER FOR RELIEF

WHEREFORE, Relators/Plaintiffs, on behalf of themselves and the U.S., pray as follows:

As to Counts I, II, III, and V (Violations of the False Claims Act):

A. That the Court, based on Defendants' pervasive and systemic violations of the False Claims Act, declare Contract W56HZV-12-C-0127 void and order Defendants to return all monies paid by the U.S.

B. That, in the alternative to the return of all monies paid by the U.S., the Court enter judgment against Defendants jointly and severally in an amount equal to three times the amount of damages the U.S. has sustained with regard to the Contract, Contract Options 1, 2, 3, and 4 including but not limited to, the full value of the Contract and Options 1, 2, 3, and 4;

C. That Defendants be held jointly and severally liable for a civil penalty not to exceed $11,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, for each false claim it presented or caused to be presented and each false statement and record it made or caused to be made in violation of the False Claims Act under the Contract, and Options 1, 2, 3, and 4;

D. That Relators be awarded the maximum amount of award allowed to Relators as *Qui Tam* Plaintiffs pursuant to 31 U.S.C. § 3730(d);

E. That Relators be awarded their expenses and costs of suit, including reasonable attorneys' fees, to the extent provided by law;

F. That Relators and the U.S. be awarded pre-judgment and post-judgment interest on all monies awarded;

G. That Relators be granted any and all other relief set forth in the False Claims Act that was not specifically referenced above;

H. That Relators be granted such other and further relief as may be determined by the Court to be just, equitable and proper;

As to Count IV (Violations of the TVPRA):

A. That the Court, based on Defendants' violations of the TVPRA, declare Contract W56HZV-12-C-0127 void and order Defendants to return all monies paid by the U.S.

A. That Plaintiffs be awarded damages against Defendants, jointly and severally, including compensatory and statutory damages, for the wrongful acts complained of herein, in an amount to be determined at trial;

B. That Plaintiffs be awarded punitive or exemplary damages in an amount of which will be proven at trial;

C. That Plaintiffs be awarded their expenses and costs of suit, including reasonable attorneys' fees, to the extent provided by law;

D. That Plaintiffs be awarded pre-judgment and post-judgment interest at the maximum rate allowed by law;

E. That Plaintiffs be awarded all general, special, and equitable relief to which Plaintiffs are entitled by law;

F. That Plaintiffs be granted such other and further legal and equitable relief as may be determined by the Court to be just, equitable and proper.

Respectfully submitted,

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JURY DEMANDED

Relators/Plaintiffs hereby demand a trial by jury of all claims within this action that are triable by jury.

Joseph A. Hennessey

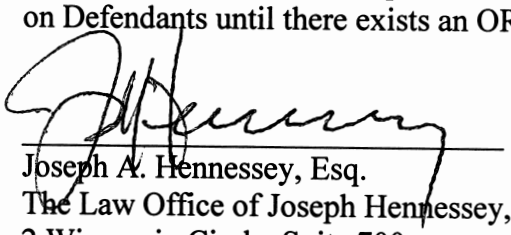
Tuesday, June 19, 2018

Certificate of Service

I, Joseph Hennessey, certify that on Tuesday, June 19, 2018, a copy of Relator/Plaintiffs' **Second Amended Complaint** was sent via first-class mail and electronic mail to

Brian P. Hudak
Assistant United States Attorney
555 Fourth Street, NW
Washington, DC 20530
Brian.Hudak@usdoj.gov

This Second Amended Complaint has **NOT** been served on Defendants and will not be served on Defendants until there exists an ORDER from the Court to do so.



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AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page	Of	Pages
▶	DXA4	1		388

2. Contract (Proc. Inst. Ident.) No.	3. Effective Date	4. Requisition/Purchase Request/Project No.
W56HZV-12-C-0127	2012MAY31	SEE SCHEDULE

5. Issued By Code W56HZV

U.S. ARMY CONTRACTING COMMAND
NICHOLAS HAWES
WARREN, MICHIGAN 48397-5000

e-mail address: NICHOLAS.G.HAWES.CIV@MAIL.MIL

6. Administered By (If Other Than Item 5) Code S2404A

DCMA MANASSAS
14501 GEORGE CARTER WAY
CHANTILLY VA 20151

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.
12015 LEE JACKSON MEMORIAL HWY
FAIRFAX, VA 22033-3300

Code 5N741 **Facility Code**

8. Delivery

☐ FOB Origin ☒ Other (See Below)

9. Discount For Prompt Payment

10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: ▶ **Item** 12

11. Ship To/Mark For Code

SEE SCHEDULE

12. Payment Will Be Made By Code HQ0338

DFAS-COLUMBUS CENTER
SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264

13. Authority For Using Other Than Full And Open Competition:

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. Accounting And Appropriation Data

SEE SECTION G

15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					

15G. Total Amount Of Contract → $1,044,796,697.40

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(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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X	B	Supplies or Services and Prices/Costs	85			**Part III - List Of Documents, Exhibits, And Other Attachments**	
X	C	Description/Specs./Work Statement	296	X	J	List of Attachments	388
	D	Packaging and Marking				**Part IV - Representations And Instructions**	
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Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. ☒ **Contractor's Negotiated Agreement (Contractor is required to sign this document and return** 2 signed **copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)**

18. ☐ **Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)**

19A. Name And Title Of Signer (Type Or Print)

20A. Name Of Contracting Officer

LORETTA BURSEY
LORETTA.H.BURSEY.CIV@MAIL.MIL (586)282-9618

19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By SIGNED REPRINT (Signature of Contracting Officer)	2012MAY31

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

Standard Form 26 (Rev. 5/2011)
Prescribed By GSA - FAR (48 CFR) 53.214(a)

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

P00001
P00002
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P00083

Buyer Name: NICHOLAS HAWES
Buyer Office Symbol/Telephone Number: CCTA-HTM-A/(586)282-9949
Type of Contract 1: Cost Plus Fixed Fee
Type of Contract 2: Firm Fixed Price
Kind of Contract: Service Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: A
Weapon System: No Identified Army Weapons Systems
FMS REQUIREMENT

*** End of Narrative A0000 ***

Modification P00059
Previous Contract Amount: $823,563,457.21
Amount of this Action: $ (117,389.93)
New Contract Amount: $823,446,067.28

1. The purpose of Modification P00059 to contract W56HZV-12-C-0127 is to incorporate the following:

a. De-obligate unliquidated funds that were obligated under CLIN 1102AJ MRAP (NAVY) EOR Labor.

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1102AJ	MRAP NAVY (LABOR)	$1.31	$0.00	$1.31	19,532

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1102AJ	MRAP NAVY (LABOR)	$131,669.95	$6,653.55	$138,323.50	19,532

b. De-obligate unliquidated funds that were obligated under CLIN 1103AJ MRAP (NAVY) EOR MTL, TVL, ODC.

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1103AJ	MRAP NAVY (MTL/TVL/ODC)	$2,541.26	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1103AJ	MRAP NAVY (MTL/TVL/ODC)	$50,000	No Fee

c. De-obligate 168 Operational Readiness (OR) Option Period (OP) 2 labor hours and de-obligate funding under CLIN 3001AE - RCV POR OR OP 2 Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$11,702,401.74	$883,635.20	$12,586,036.94	322,526

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$11,709,533.78	$884,173.07	$12,593,706.85	322,694

d. Change CLIN 3002AE - RCV POR OR OP 2 MTL, TVL, ODC as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AE	RCV POR (MTL/TVL/ODC)	$4,695,981.14	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AE	RCV POR (MTL/TVL/ODC)	$4,692,491.80	No Fee

e. Change CLIN 3102AE - MRAP AIR FORCE OR OP 2 Labor as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3102AD	MRAP AF (MTL/TVL/ODC)	$860,000.00	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3102AD	MRAP AF (MTL/TVL/ODC)	$850,000.00	No Fee

f. Change CLIN 3002AA - RCV ARMY OR OP 2 MTL, TVL, ODC as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$6,173,903.28	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$6,111,379.89	No Fee

g. Change Attachment 0011, Manpower Utilization (Revision dated 04 August 2015) to reflect changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by dates shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Changes to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

h. Clause 52.242-4016 Communications, is changed as follows:

1. MRAP CONUS Contracting Officer Representative (COR) is changed to Vittoria Pruitt, email:

mailto:vittoria.a.pruitt.civ@mail.mil

2. MRAP In-country COR is changed to Leon Morrow, email: mailto:leon.j.morrow@afghan.swa.army.mil

2. As a result of this modification, the total number of hours obligated has decreased by 168 from 10,034,691 to 10,034,523.

3. As a result of this modification, the total dollar amount of this contract is decreased by $117,389.93 from $823,563,457.21 to $823,446,067.28.

	Prior	This Change	Total
Total Contract Value:	$823,563,457.21	$(117,389.93)	$823,446,067.28

4. All other Contract terms and conditions remain unchanged and in full force and effect

*** END OF NARRATIVE A0060 ***

	Regulatory Cite	Title	Date
A-1	52.204-4850	ACCEPTANCE APPENDIX	SEP/2008

(a) Contract Number W56HZV-12-C-0127 is awarded to Man Tech Telecommunications & Information Systems Incorporated. Contract type includes Firm Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF). Specifically, the Phase-in CLINs are FFP and all Contractor Logistics Sustainment Support Operational Readiness CLINs (EOR if proposed, Base Option and Options 1 - 4) are CPFF Level of Effort (LOE), or Cost Reimbursable No Fee CLINs as applicable.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) (1)This initial contract is priced in accordance with L.4.2(a). For all subsequent modifications awarded thereof, Section B values shall be derived from Attachment 12 as described in B.2.

(2) The contractor's Small Business Subcontracting Plan is incorporated into the contract by reference.

(e) The following Amendment(s) to the solicitation are incorporated into this contract:
Amendment 0001
Amendment 0002
Amendment 0003
Amendment 0004
Amendment 0005
Amendment 0006
Amendment 0007
Amendment 0009
Amendment 0010
Amendment 0011
Amendment 0012
Amendment 0013
Amendment 0014
Amendment 0015
Amendment 0016
Amendment 0017

[End of Clause]

A-2	52.201-4000	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	JAN/2006

Information regarding the Ombudsperson for this contract is located at the following website:
http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm

[End of Clause]

A-3 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

Data not printed.

1. Summary:

a. On 12 June 2012 a protest was filed against awarded contract W56HZV-12-C-0127, resulting in a Stop Work Order for performance under the contract. On 11 September 2012 GAO denied the protest in its entirety.

b. Contract W56HZV-12-C-0127 is a competitive contract for Contractor Logistics Sustainment and Support (CLSS) services for the Mine Resistant Ambush Protected Family of Vehicles (MRAP FOV). The contract was awarded to Mantech Telecommunications and Information Systems Corporation (MTT) on 31 May 2012. The solicitation was issued on 7 June 2011. Since the contract award on 31 May 2012, requirements for personnel have changed based on OPTEMPO, level of threats and fleet density. These changes resulted in the need to modify the staffing levels required in order to Phase-in the current/accurate number of personnel/skill mixes versus staffing levels estimated during the solicitation phase-in period.

c. As a result of the above, this Modification P00001 incorporates the following revisions into contract W56HZV12C0127:
(1) Revise Attachments 10, 11 and 12;
(2) Revise EOR CLINs to reflect the change in fee/cost due to revised staffing
(3) Update special provisions language (H.11 and H.12); and
(4) Add clauses specific to Kuwait and Afghanistan.

2. Revise Attachment 11, Manpower Utlization, to reflect the following staffing levels realignment:

PROGRAM/ SITE	STAFFING LEVEL (Attachment 11)	STAFFING LEVEL (Attachment 12)	DELTA
RCV OCONUS -AOR (Afghanistan)	380	498	+118
RCV OCONUS -AOR(Kuwait)	32	8	-24
RCV OCONUS - Germany	5	2	- 2
RCV OCONUS - Alaska	0	1	+1
RCV OCONUS - Hawaii	0	1	+1
RCV CONUS - Contractor HQ	3	60	+57
RCV CONUS - AMS POR	14	20	+6
RCV CONUS - FORSCOM PDTE	44	19	-25
RCV CONUS - FORSCOM CTC PDTE	9	9	0
RCV CONUS - TRADOC PDTE	6	6	0
RCV CONUS - EOD HST PDTE (20TH SUPCOM)	0	0	0
USMC BUFFALO - OCONUS AOR	5	6	+1
USMC BUFFALO - OCONUS JAPAN	1	0	-1
USMC BUFFALO - CONUS	12	2	-10
PROPHET - OCONUS AOR	4	4	0
PROPHET - CONUS (Net)	0	2	+2
SOCOM CONUS AOR	345	232	-113
SOCOM CONUS	33	14	-19
TOTAL STAFFING LEVEL	1259	1197	-62

3. Revise Attachment 11 to add the following labor categories to MRAP and SOCOM site locations. These incorporated labor categories are within the scope of the Performance Work Statement:

SITE LOCATION	LABOR CATEGORY	NUMBER OF PERSONNEL
MRAP Afghanistan (AOR)	Quality Assurance Lead	1
SOCOM Afghanistan (AOR)	Logistics Analyst	2
SOCOM - (CONUS)	Trainer/Maintainer	1

4. Revise Attachment 12, Pricing Workbook "Summary of Section B Page" tabe to reflect the following the following performance phases:

	FROM: Basic Contract	To: Modification P00001	Delta Reduction
PHASE-IN	$14,340,063	$13,640,218	($699,845)
CPFF (LOE)	$233,685,959	$232,934,045	($751,914)

5. Revise language at clause H.11(a), LEVEL OF EFFORT (COST REIMBURSEMENT) as follows : FROM: (a) The maximum number of labor hours to

be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.
Over the life of the contract, including the EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the number of labor hours, material, travel, and other direct costs (ODCs) for the various CLINs.
Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.
The CLINs will be associated with Attachment 10, which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.
The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations and hours specified in Attachment 10.
To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 10. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 10 provided the amount of hours required in Attachment 10 remain unchanged.

TO: (a) The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.
Over the life of the contract, including the Phase-In EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the required number of personnel, site locations, labor hours, material, travel, and other direct costs (ODCs) for the various CLINs. In the event of a personnel increase, the corresponding composite labor rates for the increased personnel shall be in accordance with the composite rates currently proposed on Attachment 12. Additionally, the cost and fee, as applicable, of such increases shall be in accordance with the cost and fee as proposed in Attachment 12.

Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.
The Phase-In CLINs will be associated with Attachment 10, and the EOR, OR Base and OR Option CLINS will be associated with Attament 11, which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.
The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10.
To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 11. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 10 provided the amount of hours required in Attachment 10 remain unchanged.

6. Revise provision H.12(a), Option to Extend the Term of the Contract, as follows to recoup days lost awaiting contract protest decision:

OPTION	Line Items	Last Date To Exercise Option	Performance Completion Date
OR BASE OPTION	1004AA,1104AA,1204AA, 1005AA,1105AA,1205AA	151 DACA	181 DACA - 420 DACA
OR OPTION 1	2001AA,2002AA,2101AA 2102AA,2201AA,2202AA	391 DACA	421 DACA - 786 DACA
OR OPTION 2	3001AA,3002AA,3101AA 3102AA,3201AA,3202AA	757 DACA	787 DACA - 1,152 DACA
OR OPTION 3	4001AA,4002AA,4101AA 4102AA,4201AA,4202AA	1,123 DACA	1,153 DACA - 1,518 DACA
OR OPTION4	5001AA,5002AA,5101AA 5102AA,5201AA,5202AA	1,489 DACA	1,159 DACA - 1,819 DACA

* For purposes of the OR Base Option, the last date to exervise this option is based on a contract award date of 21 September 2012. This is the date the Stop Work Order was issued.

(d) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 1,819 DACA.

7. As a result of the staffing realignment, estimated cost, fee, total cost plus fixed fee, and number of funded labor hours is revised as for the following EOR CLINs shown in Schedule B of contract W56HZV12-C-0127.

FROM:

CLIN	Estimated Cost	FEE	Total CPFF	#of Hours Funded
1002AA	$22,052,148.00	$1,962,889.00	$225,052,148.00	585,480
1002AD	$383,707.88	$34,154.20	$417,862.08	10,156
1102AA	$570,690.02	$50,799.44	$621,489.46	15,207
1102AB	$18,262,080.65	$1,625,582.08	$19,887,662.73	486,609
1102AC	$2,921,932.91	$260,093.13	$3,182,026.04	77,857
1102AD	$662,000.42	$58,927.35	$720,927.17	17,640
1202AA	$22,052,148.00	$1,962,889.00	$24,015,037.00	585,480

TO:

CLIN	Estimated Cost	FEE	Total CPFF	#of Hours Funded
1002AA	$27,693,190.25	$2,430,587.93	$30,123,778.18	728,961
1002AD	$458,699.17	$43,455.97	$502,155.14	11,915
1102AA	$575,471.75	$50,799.44	$626,271.19	15,207
1102AB	$18,269,141.18	$1,625,582.08	$19,894,723.26	486,609
1102AC	$2,991,011.70	$260,093.13	$3,,251,104.82	77,857
1102AD	$667,069.18	$58,927.35	$725,996.53	17,640
1202AA	$14,813,144.70	$1,286,190.30	$16,099,335.00	387,072

8. Add the following RCV CLINs: 1002AE; 1002AF

8. Add the following clauses to contract W56HZV-12-C-0127:
52.232.4084: Payment Under Wide Area Workflow (ACC-Warren)
252.225-7039: Contractor Performing Private Security Functions
252.225-7993: Prohibition on Contracting with the Enemy in the Unites States Central Command Theater of Operations
252.225-7994: Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations
952.225-0020: Contractor Accountability and Personnel Recovery (AFGHANISTAN)
952.225-0022: Visibility of Inbound/Outbound Cargo and Contractor Equipment Census (AFGHANISTAN)

9. Incorporate the updated version of the following clauses in contract W56HZV-12-C-0127:
252.225-7040: Contractor Personnel Authorized to Accompany U.S. Forces Deployed Outside the U.S.
952.222-0001: Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports
952.225-0004: Compliance with Laws and Regulations
952.225-0005: Monthly Contractor Census Reporting
952.225-0009: Medical Screening and Vaccination Requirements for Employees
952.225-0011: Government Furnished Contractor Support
KSCR1-2: Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports
KSCR1-5: Fitness for Duty and Medical Care Limitations
KSCR1-7: Monthly Contractor Census Reporting
KSCR1-10: Medical Screening and vaccination Requirements for Third Country Nationals (TCNs) or Locally Hired Employees
KSCR1-18: Contractor Manpower Reporting
KSCR1-19: Special Requirements for Construction and Facility Associated Work on Military Installations in Kuwait

10. Delete clause 952.232-0005, C3 Wide Area Workflow Instructions.

11. Revise clause 52.246-4009, Inspection and Acceptance Points, Destination as follows:
FROM: Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION; Acceptance: DESTINATION.

TO: Inspection and acceptance of supplies offered under this contract shall take place as specified here. Inspection: DESTINATION; Acceptance: DESTINATION.

12. Revise clause 52.242-4016 as follows:
FROM: Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:
Name: Alex Urbina is the COR for RCV and SOCOM, email alex.urbina@us.army.mil
Name: Derek West is the COR for MRAP-ARMY, MRAP-NAVY, MRAP-MARINES,

Email: derek.west@us.army.milPM AMS In-country COR: Tony Pollard, tony.c.pollard@us.army.mil
PM RCV In-country COR: Michael D. Cannon, mike.cannon@us.army.mil
PM AMS CONUS PDTE COR: Elena Morales, elena.moralezalvarez@us.army.mil
PM AMS CONUS COR (Alternate): Ricardo Leli, riccardo.v.leli@us.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time: ACO: TBD E-mail:

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

TO: Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

RCV and SOCOM Contracting Officer Representatives (COR): Alex Urbina, email alejandor.d.urbina.civ@mail.mil Michael Guy, email michael.a.guy24.civ@mail.mil.
RCV Alternate COR: Alton D. Marks, email alton.d.marks.civ@mail.mil.

MRAP(Army, Navy, Marines) Contracting Officer Representatives: Derek West, email: derek.j.west2.civ@mail.mi; Steven A. Matthews, email steven.a.matthews.civ@mail.mil.PM AMS In-country COR: Tony Pollard, tony.c.pollard.civ@mail.mil
PM RCV In-country COR: Michael D. Cannon, mike.cannon@us.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time: ACO: Linda Ahlers, email linda.ahlers@dcma.mil

*** END OF NARRATIVE A0001 ***

The purpose of Modification P00002 to contract W56HZV12C0127 is a follows:

1. Pursuant to the Performance Work Statement, C.1.1.2.2.1, AOR", the Government adds a new AOR site location, MRAP Kuwait, to contract W56HZV12C0127. Performance requirements at this new site location shall be in accordance with requirements outlined in contract W56HZV12C0127. Addition of the MRAP Kuwait location does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract. Labor hours required to support the MRAP Kuwait location shall be derived from this established pool of labor hours.

2. Increase the following staffing levels/labor category on contract W56HZV12C0127 to support the added MRAP Kuwait site location:

LABOR CATEGORY	NUMBER OF PERSONNEL
Heavy Equipment Mechanic	14
Mechanical Technician	33
Shop Foreman	5
Senior Maintenance Supervisor	1

3. Revise Attachment 10, Staffing Matrix to reflect a new site location, MRAP Kuwait, and incoporate the scheduled Phase-in of personnel/labor categoreis required to support the site.

4. Revise Attachment 11, Mapower Utilization, to reflect a staffing level increase of 53 as a result of the new MRAP Kuwait site location.

5. The following Early Operational Readiness (EOR)labor CLINs as a result of the new MRAP Kuwait site location:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AE	MRAP(Army)	$2,150,120.62	$198,719.63	$2,348,840.25	59,267
1103AE	MRAP(USMC)	$537,530.60	$49,679.91	$587,210.06	14,817

6. The following Early Operational Readiness (EOR) material, travel, and other direct cost (ODC) CLINs as a result of the new MRAP Kuwait site location:

CLIN	PROGRAM	TOTAL COST	FEE
1102AF	MRAP(Army)	$1,075,975.68	No Fee
1103AF	MRAP(USMC)	$268,993.92	No Fee

7. Revise Period of Performance narrative for the Early Operational Readiness (EOR) Labor, and EOR Material, Travel, and Other Direct Cost (ODC) CLINs as follows:
FROM: Period of Performance begins 46 days after contract award through 180 days after contract award.
TO: Period of Performance begins 45 days after contract award through 180 days after contract award.

8. All other terms and conditions of contract W56HZV12C0127 remain unchanged.

*** END OF NARRATIVE A0002 ***

Data not printed.

*** END OF NARRATIVE A0003 ***

Data not printed.

*** END OF NARRATIVE A0004 ***

Data not printed.

*** END OF NARRATIVE A0005 ***

The purpose of Modification P00006 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 14 March 2013), to reflect a staffing increase of 32 personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Addition of the MRAP personnel does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Revise Attachment 0023, DD 254, Page 1 (revision dated 12 February 2013) and Attachment 0024, DD 254, Page 2 (revision dated 10 January 2013).

3. Exercise 29,708 option hours and revise or establish CLINs for: (1) an RCV Early Operational Readiness (EOR) labor hour CLIN and material, travel, and other direct cost (ODC) CLIN; and (2) RCV Operational Readiness (OR) labor hour CLINs and material, travel, and ODC CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

4. The following Early Operational Readiness (EOR) labor CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1002AH	RCV (AMS POR)	$90,546.24	$7,718.40	$98,264.64	2,304

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1002AH	RCV (AMS POR)	$160,836.56	$14,981.20	$175,817.76	4,472

5. The following EOR material, travel, and other direct cost (ODC) CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1003AF	RCV (AMS POR)	$49,250.73	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1003AF	RCV (AMS POR)	$92,409.39	No Fee

6. The following RCV OR Base Option labor CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AE	RCV (AMS POR)	$179,263.84	$18,009.28	$197,273.12	5,344

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AE	RCV (AMS POR)	$1,116,857.63	$78,817.56	$1,195,675.19	23,388

7. The following RCV OR BASE Option labor CLIN is established for the hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AF	RCV (AMS POR)	$337,988.96	$32,001.52	$369,990.48	9,496

8. The following RCV OR material, travel, and other direct cost (ODC) CLINs are established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AE	RCV (AMS POR)	$231,595.86	No Fee
1005AF	RCV (AMS POR)	$92,638.34	No Fee

9. For the RCV CLINs, the performance period for EOR ends 20 March 2013 and OR ends on 15 November 2013.

10. As a result of this modification, the total number of hours obligated has increased by 29,708 from 7,710,102 to 7,739,810. This brings the remaining number of total hours available on the contract to 26,713,991.

11. As a result of this modification, the total dollar amount of this contract is increased by $1,813,338.53 from $669,936,792.87 to $671,750,131.40.

12. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0006 ***

The purpose of Modification P00007 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Exhibit A, Contract Data Requirements List (CDRLs) revision dated 24 April 2013.

2. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 24 April 2013.

3. As a result of this modification, the total number of hours obligated remains unchanged.

4. As a result of this modification, the total dollar amount of this contract remains unchanged.

5. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

The purpose of Modification P00008 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 8 April 2013), to reflect a staffing increase of 1 personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Addition of the MRAP personnel does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Revise Clause 52.242.-4016, Communication to reflect the updated personnel information for Technical Representatives.

3. Provide Special Instructions to DFAS regarding the correct Line of Accounting in Section G for CLINs 1103AE and 1103AF.

4. Exercise 1,320 option hours and establish CLINs for: (1) an MRAP Early Operational Readiness (EOR) labor hour CLIN and material, travel, and other direct cost (ODC) CLIN; and (2) an MRAP Operational Readiness (OR) labor hour CLIN. Option hours are being exercised IAW Section H.11 of the contract.

5. The following Early Operational Readiness (EOR) labor CLIN is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AM	MRAP (Army)	$22,490.17	$2,063.60	$24,553.77	752

6. The following EOR material, travel, and other direct cost (ODC) CLIN is established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1103AQ	MRAP (Army)	$2,222.01	No Fee

7. The following MRAP OR Base Option labor CLIN is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AH	MRAP (ARMY)	$19,794.23	$1,914.16	$21,708.39	568

8. As a result of this modification, the total number of hours obligated has increased by 1,320 from 7,739,810 to 7,741,130. This brings the remaining number of total hours available on the contract to 26,712,671.

9. As a result of this modification, the total dollar amount of this contract is increased by $48,484.17 from $671,750,131.40 to $671,798,615.57.

10. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0008 ***

The purpose of Modification P00009 to contract W56HZV12C0127 is a follows:

1. Exercise 303,545 option hours and establish CLINs for: (1) an SOCOM Operational Readiness (OR) labor hour CLIN and material, travel, and other direct cost (ODC) CLIN. Option hours are being exercised IAW Section H.11 of the contract. Reference Attachment 11, Manpower Utilization (dated 8 April 2013). There are no increases or decreases to staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following Operational Readiness (OR) labor CLIN is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$10,997,188	$1,022,882	$12,020,070	303,545

3. The following OR material, travel, and other direct cost (ODC) CLIN is established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1205AB	SOCOM	$14,979,930	No Fee

4. Provide Special Instructions to DFAS regarding the correct Line of Accounting in Section G for CLINs 1204AB and 1205AB.

5. As a result of this modification, the total number of hours obligated has increased by 303,545 from 7,741,130 to 8,044,675. This brings the remaining number of total hours available on the contract to 26,409,126.

6. As a result of this modification, the total dollar amount of this contract is increased by $27,000,000.00 from $671,798,615.57 to $698,798,615.57.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0009 ***

The purpose of Modification P00010 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 30 May 2013), to reflect a staffing realignment of 70 personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Realignment of personnel does not increase the pool of 34,453,801 hours which represents the

cumulative amount of hours available for the life of the contract.

2. Revise Attachment 001, System Model and Descriptions (revision dated 30 May 2013) and Attachment 0022, PWS (revision dated 30 May 2013).

3. Realign 126,456 option hours and revise or establish CLINs for: (1) RCV Operational Readiness (OR) labor hour CLINs and material, travel, and ODC CLINs.

4. The following RCV OR Base Option labor CLIN is decreased for the option hours being realigned:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AA	RCV	$55,626,357.30	$4,682,698.35	$60,309,055.65	1,557,252

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AA	RCV	$50,667,192.59	$4,256,569.01	$54,923,761.60	1,430,796

5. The following RCV (EHP) OR BASE Option labor CLIN is established for the option hours being realigned:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AG	RCV (EHP)	$4,959,164.71	$426,129.34	$5,385,294.05	126,456

6. The following RCV OR material, travel, and other direct cost (ODC) CLIN is decreased for the ODCs regarding the option hours being realigned:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$154,182,018.75	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$153,055,036.94	No Fee

7. The following RCV (EHP) OR material, travel, and other direct cost (ODC) CLIN is established for the ODCs regarding the option hours being realigned:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AG	RCV (EHP)	$1,126,981.81	No Fee

8. For the RCV CLINs, the performance period for OR ends on 15 November 2013.

9. As a result of this modification, the total number of hours funded has neither increased nor decreased. The number of total hours available on the contract remains 26,409,126.

10. As a result of this modification, the total dollar amount of this contract is neither increased nor decreased.

11. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0010 ***

1. The purpose of this Modification P00011 to Contract W56HZV-12-C-0127 is as follows:

a. Revise the following RCV OR Material, Travel, and Other Directed Cost (ODC) CLIN as follows:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$153,055,036.94	NO FEE

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$145,055,036.94	NO FEE

b. Establish the following RCV (EHP) OR Material, Travel, and Other Directed Cost (ODC) CLIN as follows:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AH	RCV (EHP)	$8,000,000.00	NO FEE

2. Provide Special Instructions to DFAS regarding the correct Line of Accounting in Section G for CLIN 1005AH.

3. For the above CLINs, the Period of Performance (POP) for OR ends 15 November 2013.

4. The total dollar amount of this contract is neither increased nor deceased as a result of this modification.

5. All other terms and conditions of contract W56HZV-12-C-0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0011 ***

1. The Purpose of this Modification P00012 is to transfer the accountability of Government Furnished Equipment (GFE), Government Furnished Material (GFM), and Contractor Acquired Property (CAP) previously covered by Contract W56HZV-11-C-0168 is hereby transferred to Contract W56HZV-12-C-0127. The list of GFE/GFM/CAP is identified on the Compact Disc provided by the contractor via Federal Express Pakcage dated 1 May 2013. The transfer of GFE will be within the stipulation of this contract Section C and FAR Clause 52.245-1.

2. Update Attachment 0009 - Government Furnished Material, dated 1 July 2013.

3. As a result, there is no increase or decrease in the total cost of this contract.

4. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0012 ***

The purpose of Modification P00013 to contract W56HZV12C0127 is a follows:

1. Exercise 260,998 option hours and revise CLINs for: (1) SOCOM Operational Readiness (OR) labor hour CLIN (OR) labor hour CLIN and material, travel, and other direct cost (ODC) CLIN. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 30 May 2013). There are no increase or decreases to staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following Operational Readiness (OR) labor CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$10,997,188.00	$1,022,882.00	$12,020,070.00	303,545

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$20,452,920.50	$1,902,388.13	$22,355,308.63	564,543

3. The following OR material, travel, and other direct cost (ODC) CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1205AB	SOCOM	$14,979,930.00	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE

1205AB SOCOM $27,860,149.59 No Fee

4. For the SOCOM CLINs, the performance period for OR ends on 15 November 2013.

5. As a result of this modification, the total number of hours obligated has increased by 260,998 from 8,044,675 to 8,305,673. This brings the remaining number of total hours available on the contract to 26,148,128.

6. As a result of this modification, the total dollar amount of this contract is increased by $23,215,458.22 from $698,798,615.57 to $722,014,073.79.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0013 ***

1. The purpose of this bi-lateral Modification P000014 to contract W56HZV12C0127 is to de-obligate a portion of the funds associated with: (a) a downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Third Revision Dated 19 June 2013)" and (b) ManTech's corresponding proposal submittal dated 28 June 2013. As a result of the downward adjustment of $36,190,610.87, the following changes are hereby incorporated:

A. Revise Attachment 11, Manpower Utilization (revision dated 24 July 2013), to reflect a staffing decrease of 1,066 personnel through the remaining OR Period (15 November 2013). As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category)and H.11(f)(6). Reduction of the MRAP personnel does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

B. Revise some and delete other MRAP Operational Readiness (OR) Base Option labor hour CLINs. These option hours are being reduced IAW Section H.11(f)(6) of the contract.

C. The following MRAP Operational Readiness (OR) Base Option labor CLINs are being revised to reduce the number of funded hours and to effect associated partial de-obligation:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP(Army)	$86,984,993.85	$8,241,015.11	$95,226,008.96	2,445,562
1104AB	MRAP(USMC)	$18,500,539.74	$1,752,753.21	$20,253,292.95	520,138

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP(Army)	$81,879,428.54	$3,130,891.76	$85,010,320.30	929,205
1104AB	MRAP(USMC)	$1,308,944.78	$50,051.24	$1,358,996.02	14,885

D. The following MRAP Operational Readiness (OR) Base Option labor CLINs are being deleted and the dollar amounts listed below are being de-obligated:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AC	MRAP(Navy)	$1,006,802.41	$95,385.12	$1,102,187.53	28,306
1104AD	MRAP(Navy)	$1,212,051.37	$114,830.54	$1,326,881.91	34,076
1104AE	MRAP(Navy)	$485,903.49	$46,034.81	$531,938.30	13,661
1104AF	MRAP(Army)	$3,756,085.29	$363,532.25	$4,119,617.54	107,873

E. As a result of this modification, the total number of funded hours has decreased by 2,205,526 from 8,305,673 to 6,100,147. This brings the remaining number of total hours available on the contract to 28,353,654.

2. As a result of this modification, the total obligated dollar amount of this contract is decreased by $36,190,610.87 from $722,014,073.79 to $685,823,462.92.

3. The parties agree that no less than the total amount of funding being de-obligated by this Modification P00014 will need to be de-obligated as a result of the: (a) downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Third Revision Dated 19 June 2013)" and (b) ManTech's corresponding proposal submitted dated 28 June 2013. Accordingly, both parties agree that additional funds may be required to be de-obligated via a subsequent modification based on the result of negotiations as to the overall cost impact of the aforementioned downward scope adjustment. The anticipated date of that subsequent modification is 29 August 2013.

4. A Certificate of Current Cost or Pricing data will be provided by the contractor prior to the execution of the final negotiated subsequent modification referenced above.

5. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0014 ***

The purpose of Modification P00015 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 20 August 2013), to reflect a staffing realignment of 30 personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total number of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Realignment of personnel does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Revise the following MRAP Early Operational Readiness (EOR) labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AL	MRAP (AF)	$312,680.49	$29,338.71	$342,019.20	8,715

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AL	MRAP (AF)	$40,691.75	$1,327.45	$42,019.20	353

3. Revise the following MRAP Operational Readiness (OR) labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AG	MRAP (AF)	$1,052,132.27	$98,721.24	$1,150,853.51	29,325

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AG	MRAP (AF)	$1,324,121.01	$126,732.50	$1,450,853.51	37,687

4. The following Operational Readiness (OR) labor CLIN is increased due to the change in labor categories:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$20,452,920.50	$1,902,388.13	$22,355,308.63	564,543

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$20,495,959.50	$1,902,388.13	$22,398,347.63	564,543

5. Provide Special Instructions to DFAS regarding to correct Line of Accounting in Section G for CLIN 1204AB.

6. As a result of this modification, the total number of hours obligated has neither increased nor decreased. The remaining number of total hours available on the contract are 26,148,128.

7. As a result of this modification, the total dollar amount of this contract is increased by $43,039.00 from $685,823,462.92 to $685,866,501.92.

8. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0015 ***

1. The purpose of this bi-lateral Modification P000016 to contract W56HZV12C0127 is to de-obligate a portion of the funds associated with: (a) a downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 22 August 2013)" and (b) ManTech's corresponding proposal submittal dated 23 August 2013. As a result of the downward adjustment of $6,300,00.00, the following changes are hereby incorporated:

2. The following MRAP Operational Readiness (OR) material, travel, and other direct cost (ODC)CLINs are being reduced and to effect associated partial de-obligation:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1105AA	MRAP(Army)	$14,166,580.55	No Fee
1105AB	MRAP(USMC)	$3,013,041.38	No Fee
1105AD	MRAP(Army)	$533,522.01	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1105AA	MRAP(Army)	$10,990,127.30	No Fee
1105AB	MRAP(USMC)	$266,724.59	No Fee
1105AD	MRAP(Army)	$156,292.05	No Fee

3. As a result of this modification, the total number of funded hours has neither increased nor decreased. The remaining number of total hours available on the contract to 28,353,654.

4. As a result of this modification, the total obligated dollar amount of this contract is decreased by $6,300,000.00 from $685,823,462.92 to $679,523,462.92.

5. The parties agree that no less than the total amount of funding being de-obligated by Modification P00014 and this Modification P00016 will need to be de-obligated as a result of the: (a) downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 22 August 2013)" and (b) ManTech's corresponding proposal submitted dated 23 August 2013. Accordingly, both parties agree that additional funds may be required to be de-obligated via a subsequent modification based on the result of negotiations as to the overall cost impact of the aforementioned downward scope adjustment. The anticipated date of that subsequent modification is 11 October 2013.

6. A Certificate of Current Cost or Pricing data will be provided by the contractor prior to the execution of the final negotiated subsequent modification referenced above.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0016 ***

The purpose of Modification P00017 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Exhibit A, Contract Data Requirements List (CDRLs) revision dated 26 September 2013.

2. Revise Attachment 0001, System Models and Descriptions revision dated 5 September 2013.

3. Delete and remove Attachment 0021, Quality Assurance Surveillance Plan.

4. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 26 September 2013.

5. Add Attachment 0028, Standard Weld Procedures dated 01 May 2013.

6. Add Attachment 0029, Quality Assurance Inspection Plan (QAIP) dated 11 March 2013.

7. As a result of this modification, the total number of hours obligated remains unchanged.

8. As a result of this modification, the total dollar amount of this contract remains unchanged.

9. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0017 ***

1. The purpose of this bi-lateral Modification P000018 to contract W56HZV12C0127 is to realign a portion of the funds associated with: (a) a downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 22 August 2013)" and (b) ManTech's corresponding proposal submittal dated 23 August 2013. As a result the following changes are hereby incorporated:

2. Revise Attachment 11, Manpower Utilization (revision dated 19 September 2013), to reflect a staffing decrease of 31 personnel through the remaining OR Period (15 November 2013). As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category)and H.11(f)(6). Reduction of the RCV personnel does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

3. Revise the following RCV Operational Readiness (OR) Base Option labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AA	RCV	$50,667,192.59	$4,256,569.01	$54,923,761.60	1,430,796

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AA	RCV	$51,617,192.59	$4,256,569.01	$55,873,761.60	1,430,796

4. Revise the following RCV Operational Readiness (OR) material, travel, and other direct cost (ODC) CLIN as follows:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$145,055,036.94	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AA	RCV	$144,105,036.94	No Fee

5. The following MRAP Operational Readiness (OR) Base Option labor CLINs are being revised to increase the number of funded hours that were inadvertantly removed as a result of Modification P00014:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP(Army)	$81,879,428.54	$3,130,891.76	$85,010,320.30	929,205
1104AB	MRAP(USMC)	$1,308,944.78	$50,051.24	$1,358,996.02	14,885

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP(Army)	$80,021,536.11	$4,988,784.19	$85,010,320.30	1,480,351
1104AB	MRAP(USMC)	$1,293,995.46	$65,000.56	$1,358,996.02	19,288

6. Revise the following SOCOM Operational Readiness (OR) Base Option labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$20,495,959.50	$1,902,388.13	$22,398,347.63	564,543

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1204AB	SOCOM	$23,895,959.50	$1,902,388.13	$25,798,347.63	564,543

7. Revise the following SOCOM Operational Readiness (OR) material, travel, and other direct cost (ODC) CLIN as follows:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE

1205AB	SOCOM	$27,860,149.59	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1205AB	SOCOM	$24,460,149.59	No Fee

8. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

a. CLSS - RCV Decision Regarding Stop Work Order dated 13 August 2013

b. Stop Work Order, Revision One - PM AMS dated 29 August 2013

9. As a result of this modification, the total number of funded hours has increased by 555,549 from 6,100,147 to 6,655,696. This brings the remaining number of total hours available on the contract to 27,798,105.

10. The total dollar amount of this contract is neither increased nor decreased as a result of this modification.

11. The parties agree that no less than the total amount of funding being de-obligated by Modification P00014 and Modification P00016 will need to be de-obligated as a result of the: (a) downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 22 August 2013)" and (b) ManTech's corresponding proposal submitted dated 23 August 2013. Accordingly, both parties agree that additional funds may be required to be de-obligated via a subsequent modification based on the result of negotiations as to the overall cost impact of the aforementioned downward scope adjustment. The anticipated date of that subsequent modification is 18 October 2013.

12. A Certificate of Current Cost or Pricing data will be provided by the contractor prior to the execution of the final negotiated subsequent modification referenced above.

13. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0018 ***

The purpose of Modification P00019 to contract W56HZV12C0127 is a follows:

1. Exercise 768 option hours and revise CLINs for: (1) MRAP Early Operational Readiness (EOR) labor hour CLIN and (2) MRAP Operational Readiness (OR) labor hour CLIN and material, travel, and other direct cost (ODC) CLIN. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 23 September 2013). There are no increase or decreases to staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Revised the following Early Operational Readiness (EOR) labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AM	MRAP (ARMY)	$22,490.17	$2,063.60	$24,553.77	752

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1102AM	MRAP (ARMY)	$37,325.73	$2,063.60	$39,389.33	752

3. The following MRAP Operational Readiness (OR) Base Option labor CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AH	MRAP (ARMY)	$19,794.23	$1,914.16	$21,708.39	568

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AH	MRAP (ARMY)	$80,953.20	$4,502.32	$85,455.52	1,336

4. The following OR material, travel, and other direct cost (ODC) CLIN is hereby established for the options hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1105AF	MRAP (ARMY)	$5,639.05	No Fee

5. As a result of this modification, the total number of hours obligated has increased by 768 from 6,655,696 to 6,656,464. This brings the remaining number of total hours available on the contract to 27,797,337.

6. As a result of this modification, the total dollar amount of this contract is increased by $84,221.74 from $679,566,501.92 to $679,650,723.66.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0019 ***

The purpose of Modification P00020 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 11 October 2013), to reflect a staffing realignment of 2 personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the people identified under the Total Staffing Authorization colum, as noted for each Program/Site, in place by their date shown within this Attachment 11. The total of personnel change is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of effort per Labor Category). Realignment of personnel does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 7 October 2013.

3. As a result of this modification, the total number of hours obligated remains unchanged.

4. As a result of this modification, the total dollar amount of this contract remains unchanged.

5. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0020 ***

The purpose of Modification P00021 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 12 November 2013), to reflect the option exercise of personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Exercise 611,110 option hours and establish CLINs for: (1) RCV, MRAP, and SOCOM Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

3. RCV OR Option Period 1 labor CLIN 2001AA is exercised. CLINs 2001AB, 2001AC, 2001AD and 2001AE are established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV(Army)	$5,181,392.68	$415,481.82	$5,596,874.50	147,859
2001AB	RCV(EHP)	$909,168.60	$73,693.20	$982,861.80	26,225
2001AC	RCV(Prophet)	$74,351.90	$5,712.17	$80,064.07	2,033
2001AD	RCV(Buffalo)	$1,331,036.57	$97,687.79	$1,428,724.36	34,687
2001AE	RCV(POR)	$1,076,468.69	$82,912.86	$1,159,381.55	29,506

4. RCV OR Option Period 1 material, travel and ODC CLIN 2002AA is exercised. CLINs 2002AB, 2002AC, 2002AD, and 2002AE are established for the option hours being exericsed:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AA	RCV (Army)	$5,395,575.64	No Fee
2002AB	RCV(EHP)	$902,138.20	No Fee
2002AC	RCV (Prophet)	$27,485.79	No Fee
2002AD	RCV (Buffalo)	$890,279.36	No Fee
2002AE	RCV (POR)	$840,618.45	No Fee

5. MRAP OR Option Period 1 labor CLIN 2101AA is exercised. CLIN 2101AB is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AA	MRAP(Army)	$1,194,293.42	$108,625.80	$1,302.919.22	38,657
2101AB	MRAP(Air Force)	$394,059.83	$36,538.36	$430,598.19	13,003

6. MRAP OR Option Period 1 material, travel, and ODC CLIN 2102AA is exercised. CLINs 2102AB is established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2102AA	MRAP(Army)	$137,080.78	No Fee
2102AB	MRAP(Air Force)	$189,401.81	No Fee

7. SOCOM OR Base Option labor CLIN 2201AA is exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2201AA	SOCOM	$9,562,528.92	$896,783.89	$10,459,312.81	319,140

8. SOCOM OR Base Option material, travel and ODC CLIN 2202AA is partially exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2202AA	SOCOM	$9,006,387.49	No Fee

9. Due to partial funding, the period of performance for the RCV, MRAP and SOCOM OR Option Period 1 CLINs incorporated in this modification are identified within each respective CLIN.

10. As a result of this modification, the total number of hours obligated has increased by 611,110 from 6,656,464 to 7,267,574. This brings the remaining number of total hours available on the contract to 27,186,227.

11. As a result of this modification, the total dollar amount of this contract is increased by $38,829,704.02 from $679,650,723.66 to $718,480,427.68.

12. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0021 ***

The purpose of Modification P00022 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 2 December 2013), to reflect the option exercise of personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Exercise 1,622,528 option hours and establish CLINs for: (1) RCV, MRAP, and SOCOM Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

3. The following MRAP and RCV Operational Readiness (OR) Option Period 1 labor CLINs are increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV(Army)	$5,181,392.68	$415,481.82	$5,596,874.50	147,859
2001AB	RCV(EHP)	$909,168.60	$73,693.20	$982,861.80	26,225
2001AC	RCV(Prophet)	$74,351.90	$5,712.17	$80,064.07	2,033
2001AE	RCV(POR)	$1,076,468.69	$82,912.86	$1,159,381.55	29,506
2101AA	MRAP (Army)	$1,194,293.42	$108,625.80	$1,302,919.22	38,657

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV(Army)	$42,147,830.14	$3,365,306.58	$45,513,136.72	1,197,618
2001AB	RCV(EHP)	$10,272,371.16	$834,870.67	$11,107,241.83	297,107

2001AC	RCV(Prophet)	$664,303.91	$51,127.95	$715,431.86	18,195
2001AE	RCV(POR)	$4,688,082.17	$362,717.61	$5,050,799.78	129,081
2101AA	MRAP (Army)	$6,983,219.46	$631,707.67	$7,614,927.13	224,807

4. The following MRAP and RCV OR Option Period 1 material, travel and other direct cost (ODC) CLINs are increased for the option hours being exericsed:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AA	RCV (Army)	$5,395,575.64	No Fee
2002AB	RCV(EHP)	$902,138.20	No Fee
2002AC	RCV (Prophet)	$27,485.79	No Fee
2002AE	RCV (POR)	$840,618.45	No Fee
2102AA	MRAP (Army)	$137,080.78	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AA	RCV (Army)	$48,891,700.37	No Fee
2002AB	RCV(EHP)	$9,690,121.41	No Fee
2002AC	RCV (Prophet)	$235,108.33	No Fee
2002AE	RCV (POR)	$3,307,833.33	No Fee
2102AA	MRAP (Army)	$1,206,978.43	No Fee

5. As a result of this modification, the total number of hours obligated has increased by 1,622,528 from 7,267,574 to 8,890,102. This brings the remaining number of total hours available on the contract to 25,563,699.

6. As a result of this modification, the total dollar amount of this contract is increased by $116,908,279.19 from $718,480,427.68 to $835,388,706.87.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0022 ***

1. The purpose of this bi-lateral Modification P000023 to contract W56HZV12C0127 is to deobligate a portion of the funds associated with: (a) a downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 21 August 2013)" and (b) ManTech's corresponding proposal submittal dated 2 November 2013. As a result the following changes are hereby incorporated:

2. Revise the following MRAP Operational Readiness (OR) Base Option labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP (Army)	$80,021,536.11	$4,988,784.19	$85,010,320.30	1,480,351

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1104AA	MRAP (Army)	$57,772,168.11	$4,988,784.19	$62,760,952.30	1,480,351

3. Remove the following MRAP OR material, travel, and other direct cost (ODC) CLIN as follows:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1105AC	MRAP (Navy)	$440,503.13	No Fee

4. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

a. MRAP Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 21 August 2013)

b. RCV Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 4 October 2013

5. As a result of this modification, the total number of funded hours remains unchanged from Modification P00024. The remaining number of total hours available on the contract to 25,533,776.

6. As a result of this modification, the total dollar amount of this contract is decreased by $22,689,871.13 from $836,722,220.87 to $814,032,349.74.

7. The parties agree that the total amount of funding de-obligated by Modification P00014, Modification P00016, and Modification P00023 are a result of the: (a) downward adjustment to the contract scope as outlined in the Government "Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (Fourth Revision Dated 21 August 2013)" and (b) ManTech's corresponding proposal submitted dated 2 November 2013. Accordingly, both parties agree that this modification de-obligates the necessary funds associated to the MRAP and RCV drawdowns and finalizes the the overall cost impact of the aforementioned downward scope adjustment.

8. A Certificate of Current Cost or Pricing data has been received from the contractor as a result of the execution of this modification.

9. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0023 ***

The purpose of Modification P00024 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 11 December 2013), to reflect the option exercise of personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Exercise 29,923 option hours and revised CLINs for: (1) MRAP Operational Readiness (OR) Option Period 1 labor hour CLIN and material, travel, and Other Direct Cost (ODC) CLIN. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

3. The following MRAP Operational Readiness (OR) Option Period 1 labor CLINs are increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AB	MRAP (Air Force)	$394,059.83	$36,538.36	$430,598.19	13,003

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AB	MRAP(Air Force)	$1,300,335.35	$120,622.86	$1,420,958.21	42,926

4. The following MRAP and RCV OR Option Period 1 material, travel and other direct cost (ODC) CLINs are increased for the option hours being exericsed:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2102AB	MRAP (Air Force)	$189,401.81	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2102AB	MRAP (Air Force)	$532,555.79	No Fee

5. As a result of this modification, the total number of hours obligated has increased by 29,923 from 8,890,102 to 8,920,025. This brings the remaining number of total hours available on the contract to 25,533,776.

6. As a result of this modification, the total dollar amount of this contract is increased by $1,333,514.00 from $835,388,706.87 to $836,722,220.87.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0024 ***

The purpose of this bi-lateral Modification P00025 to contract W56HZV-12-C-0127 is to deobligate the Un-liquidated portion of funds associated with the below CLINs. As a result, the following changes are hereby incorporated:

1. RCV EOR/OR ODCs: (ULO AMOUNT $108,648,92.99)

CLINs:
1003AA/AB/AC/AD/AE
1005AA/AB/AC/AD
1205AB

2. MRAP EOR/OR ODCs: (ULO AMOUNT $1,038,168.32)

CLINs:
1102AF
1103AA/AC/AD/AF/AK/AH/AL/AJ/AN/AP/AM

3. RCV EOR/OR LABOR: (ULO AMOUNT $2,624,998.00 / HOUR REDUCTION 30,999)

CLINs:
1002AD/AE

4. MRAP EOR/OR LABOR: (ULO AMOUNT $11,225,000.00 / HOUR REDUCTION 281,973)

CLINs:
1102AA/AB/AC/AD/AE/AJ/AH/AK
1103AE

5. SOCOM ODC EOR: (ULO AMOUNT $1,800,000.00)

CLIN:
1203AA

6. As a result of this modification P00025, the total number of funded hours on the above CLINs is reduced by 312,972 (30,999 RCV EOR/OR labor hours and 281,973 MRAP EOR/OR labor hours):

FROM: 1,088,490 (137,936 RCV EOR/OR LABOR HOURS & 950,554 MRAP EOR/OR LABOR HOURS)

TO: 775,518 (106,937 RCV EOR/OR LABOR HOURS & 668,581 MRAP EOR/OR LABOR HOURS)

7. As a result of this modification, the total dollar amount of this contract is decreased by $125,336,859.31 from $814,032,349.74 to $688,695,490.43.

*** END OF NARRATIVE A0025 ***

The purpose of Modification P00026 to Contract W56HZV-12-C-0127 is as follows:

1. Delete CLINs 1003AE and 1103AM which were reduced to a value of $0.00 via Modification P00025.

6. As a result of this modification, the total number of hours obligated remains unchanged.

7. As a result of this modification, the total dollar amount of this contract remains unchanged.

8. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0026 ***

The purpose of Modification P00027 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Exhibit A, Contract Data Requirements List (CDRLs) revision dated 4 February 2014.

2. Revise Attachment 0001, System Models & Descriptions revision dated 13 January 2014.

2. Revised Attachment 0008, Labor Categories revision dated 15 January 2014.

3. Revised Attachment 0011, Manpower Utilization revision dated 15 January 2014.

4. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 14 February 2014.

5. Revised Clause 52.252-4016, Communications to include updated contract contact information.

6. As a result of this modification, the total number of hours obligated remains unchanged.

7. As a result of this modification, the total dollar amount of this contract remains unchanged.

8. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0027 ***

The purpose of Modification P00028 to contract W56HZV12C0127 is a follows:

1. Exercise 59,432 option hours and establish/revise CLINs for: (1) RCV, MRAP, and SOCOM perational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 11 December 2013). There are no increases or decreases of staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following MRAP Operational Readiness (OR) Option Period 1 labor CLIN is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AC	MRAP (Air Force)	$1,793,142.11	$166,354.00	$1,959,496.11	59,201

3. The following MRAP OR Option Period 1 material, travel and other direct cost (ODC) CLIN is established for the option hours being exericsed:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2102AC	MRAP (Air Force)	$707,531.21	No Fee

4. The following RCV Operational Readiness (OR) Option Period 1 labor CLIN is increased for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AD	RCV(Buffalo)	$1,331,036.57	$97,687.79	$1,428,424.36	34,687

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AD	RCV(Buffalo)	$1,342,254.93	$98,335.95	$1,440,590.88	34,918

5. The following RCV OR Option Period 1 material, travel and other direct cost (ODC) CLIN is increased for the option hours being exericsed:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2001AD	RCV (Buffalo)	$890,279.36	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2001AD	RCV (Buffalo)	$901,568.61	No Fee

6. The following RCV and SOCOM labor CLINs are being revised to realign funding for the available option hours:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS

1004AG	RCV(EHP)	$4,959,164.71	$426,129.34	$5,385,294.05	126,456
2201AA	SOCOM	$9,562,528.92	$896,783.89	$10,459,312.81	319,140

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
1004AG	RCV(EHP)	$5,559,164.71	$426,129.34	$5,985,294.05	126,456
2201AA	SOCOM	$12,862,528.92	$896,783.89	$13,759,312.81	319,140

7. The following RCV and SOCOM RCV material, travel and other direct cost (ODC) CLINs are being revised to realign funding for the available options hours:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AG	RCV (EHP)	$1,126,981.81	No Fee
2202AA	SOCOM	$9,006,387.49	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
1005AG	RCV (EHP)	$526,981.81	No Fee
2202AA	SOCOM	$5,706,387.49	No Fee

8. As a result of this modification, the total number of hours obligated has increased by 59,432 from 8,607,053 to 8,666,485. This brings the remaining number of total hours available on the contract to 25,787,316.

9. As a result of this modification, the total dollar amount of this contract is increased by $2,690,183.09 from $688,695,490.43 to $691,385,673.52.

10. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0028 ***

The purpose of Modification P00029 to contract W56HZV12C0127 is a follows:

1. Exercise 6,039 option hours and establish CLINs for: (1) RCV Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 19 February 2014). There are no increases or decreases of staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following RCV Operational Readiness (OR) Option Period 1 labor CLIN is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AF	RCV (USMC Husky)	$233,872.99	$17,705.81	$251,578.80	6,039

3. The following RCV OR Option Period 1 material, travel and other direct cost (ODC) CLIN is established for the option hours being exericsed:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AF	RCV (USMC Husky)	$46,500.00	No Fee

4. As a result of this modification, the total number of hours obligated has increased by 6,039 from 8,666,485 to 8,672,524. This brings the remaining number of total hours available on the contract to 25,781,277.

5. As a result of this modification, the total dollar amount of this contract is increased by $298,078.80 from $691,385,673.52 to $691,683,752.32.

6. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0029 ***

The purpose of Modification P00030 to contract W56HZV12C0127 is a follows:

1. Exercise 582,777 option hours and establish CLINs for: (1) SOCOM Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 19 February 2014). There are no increases or decreases of staffing personnel as a result of this modification. Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following SOCOM Operational Readiness (OR) Option Period 1 labor CLIN is revised for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2201AA	SOCOM	$12,862,528.92	$896,783.89	$13,759,312.81	319,140

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2201AA	SOCOM	$30,526,303.96	$2,534,386.77	$33,060,690.73	901,917

3. The following SOCOM OR Option Period 1 material, travel and other direct cost (ODC) CLIN is revised for the option hours being exericsed:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2202AA	SOCOM	$5,706,387.49	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2202AA	SOCOM	$20,369,612.89	No Fee

4. As a result of this modification, the total number of hours obligated has increased by 582,777 from 8,672,524 to 9,225,301. This brings the remaining number of total hours available on the contract to 25,198,500.

5. As a result of this modification, the total dollar amount of this contract is increased by $33,964,603.32 from $691,683,752.32 to $725,648,355.64.

6. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0030 ***

The purpose of Modification P00031 to Contract W56HZV-12-C-0127 is as follows:

1. Revise the period of perfomance completion date for CLIN 2102AB, MRAP Air Force ODCs from 15 March 2014 to 15 November 2014.

2. As a result of this modification, the total number of hours obligated remains unchanged.

3. As a result of this modification, the total dollar amount of this contract remains unchanged.

4. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0031 ***

The purpose of Modification P00032 to contract W56HZV12C0127 is a follows:

1. Add Clause 252.225-7993, Prohibition on Contracting with the Enemy.

2. Add Clause 252.225-7994, Addtional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations.

3. Provide Special Instructions to DFAS regarding the correct Line of Accounting in Section G for CLINs 2101AC and 2102AC.

4. As a result of this modification, the total number of hours obligated remains unchaged.

5. As a result of this modification, the total dollar amount of this contract remains unchanged.

6. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0032 ***

The purpose of Modification P00033 to contract W56HZV12C0127 is a follows:

1. Exercise 4,416 option hours and revise CLINs for: (1) RCV Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 24 April 2014). Staffing levels are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor category). Addition of RCV personnel and exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following RCV Operational Readiness (OR) Option Period 1 labor CLIN is revised for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AE	RCV POR	$4,688,082.17	$362,717.61	$5,050,799.78	129,081

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AE	RCV POR	$4,832,706.17	$375,126.57	$5,207,832.74	133,497

3. The following RCV OR Option Period 1 material, travel and other direct cost (ODC) CLIN is revised for the option hours being exericsed:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AE	RCV POR	$3,307,833.33	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AE	RCV POR	$3,452,195.56	No Fee

4. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 24 April 2014.

5. As a result of this modification, the total number of hours obligated has increased by 4,416 from 9,225,301 to 9,229,717. This brings the remaining number of total hours available on the contract to 25,194,084.

6. As a result of this modification, the total dollar amount of this contract is increased by $301,395.19 from $725,648,355.64 to $725,949,750.83.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0033 ***

The purpose of Modification P00034 to contract W56HZV12C0127 is as follows:

1. Exercise 2,784 option hours and revise CLINs for: (1) RCV Operational Readiness (OR) Option Period 1 labor hour CLINs and material, travel, and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract. Reference Attachment 11, Manpower Utilization (dated 30 May 2014). Staffing levels are authorized by C.1.1.3.5 (Change to Level of Effort per Labor category). Addition of RCV personnel and exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. The following RCV Operational Readiness (OR) Option Period 1 labor CLIN is revised for the option hours being exercised:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AB	RCV EHP	$10,272,371.16	$834,870.67	$11,107,241.83	297,107

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AB	RCV EHP	$10,361,709.72	$842,693.71	$11,204,403.43	299,891

3. The following RCV OR Option Period 1 material, travel, and other direct cost (ODC) CLIN is revised for the option hours being exercised:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AB	RCV EHP	$9,690,121.41	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AB	RCV EHP	$9,749,323.41	No Fee

4. As a result of this modification, the total number of funded hours has increased by 2,784 from 9,229,717 to 9,232,501. The remaining number of total hours available on the contract to 25,191,300

5. As a result of this modification, the total dollar amount of this contract is increased by $153,363.60 from $725,949,750.83 to $726,106,114.43.

6. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0034 ***

1. The purpose of this bi-lateral Modification P000035 to contract W56HZV12C0127 is to deobligate a portion of the hours and realign funds associated with: (a)downward adjustment to the contract scope as outlined in the below mentioned Government Stop Work Orders and (b) ManTech's corresponding cost submission dated 20 May 2014. As a result the following changes are hereby incorporated:

2. Revised Attachment 11, Manpower Utilization (revision dated 16 June 2014), to reflect the decrease in hours and personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category).

3. Revise the following RCV, MRAP and SOCOM Operational Readiness (OR) Option Period 1 labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,147,830.14	$3,365,306.58	$45,513,136.72	1,197,618
2001AB	RCV EHP	$10,361,709.72	$842,693.71	$11,204,403.43	299,891
2001AC	RCV PROPHET	$664,303.91	$51,127.95	$715,431.86	18,195
2101AA	MRAP Army	$6,983,219.46	$631,707.67	$7,614,927.13	224,807

2201AA	SOCOM	$30,526,303.96	$2,534,386.77	$33,060,690.73	901,917

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,651,202.30	$2,861,934.42	$45,513,136.72	1,018,482
2001AB	RCV EHP	$10,526,398.20	$678,005.23	$11,204,403.43	241,283
2001AC	RCV PROPHET	$673,071.11	$42,360.75	$715,431.86	15,075
2101AA	MRAP Army	$7,322,038.02	$292,889.11	$7,614,927.13	104,231
2201AA	SOCOM	$30,955,357.24	$2,105,333.49	$33,060,690.73	749,229

4. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

a. MRAP Stop Work Order, Contract W56HZV-12-C-0127, Reduction in Scope of Work (First Revision Dated 17 January 2014).

b. RCV Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work (First Revision dated 28 January 2014).

c. SOCOM Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 10 February 2014.

d. RCV Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work (First Revision dated 6 March 2014).

e. SOCOM Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 1 April 2014.

f. RCV - PDTE Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 1 April 2014.

5. Please note an inadvertant typo via modification P00030 showed an obligated amount of hours as 9,225,301. The correct sum of obligated hours should've been 9,255,301. As a result of this modification, the total number of funded hours is decreased by 514,128 from 9,262,501 to 8,748,373. The remaining number of total hours available on the contract to 25,705,428.

6. As a result of this modification, the total dollar amount of this contract is neither increased nor decreased.

7. The parties agree that the total amount of hours being deobligated and funding realigned by Modification P00035 are a result of the: (a) downward adjustment to the contract scope as outlined in the above mentioned Government Stop Work Orders and (b) ManTech's corresponding cost submission dated 20 May 2014. Accordingly, both parties agree that this modification de-obligates the necessary hours and realigns funds associated to the MRAP and RCV drawdowns and finalizes the the overall cost impact of the aforementioned downward scope adjustment.

8. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0035 ***

1. The purpose of this bi-lateral Modification P000036 to contract W56HZV12C0127 is to deobligate a portion of the hours and realign funds associated with: (a)downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 24 July 2014. As a result the following changes are hereby incorporated:

2. Revised Attachment 11, Manpower Utilization (revision dated 25 July 2014), to reflect the decrease in hours and personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category).

3. Revise the following RCV, MRAP and SOCOM Operational Readiness (OR) Option Period 1 labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,651,202.30	$2,861,934.42	$45,513,136.72	1,018,482
2101AA	MRAP Army	$7,322,038.02	$292,889.11	$7,614,927.13	104,231

2201AA	SOCOM	$30,955,357.24	$2,105,333.49	$33,060,690.73	749,229

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,651,842.98	$2,861,293.74	$45,513,136.72	1,018,254
2101AA	MRAP Army	$7,322,038.02	$280,716.19	$7,602,754.21	99,899
2201AA	SOCOM	$30,983,457.24	$2,077,233.49	$33,060,690.73	739,229

4. As a result of this modification, the total number of funded hours is decreased by 14,560 from 8,748,373 to 8,733,813. The remaining number of total hours available on the contract to 25,719,988.

5. As a result of this modification, the total dollar amount of this contract is decreased by $12,172.92 from $726,106,114.43 to $726,093,941.51 neither increased nor decreased.

6. The parties agree that the total amount of hours being deobligated and funding realigned by Modification P00036 are a result of the: (a) downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 24 July 2014. Accordingly, both parties agree that this modification de-obligates the necessary hours and realigns funds associated to the MRAP, RCV, and SOCOM drawdowns and finalizes the the overall cost impact of the aforementioned downward scope adjustment.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0036 ***

The purpose of Modification P00037 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 5 August 2014.

2. As a result of this modification, the total number of hours obligated remains unchanged.

3. As a result of this modification, the total dollar amount of this contract remains unchanged.

4. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0037 ***

The purpose of this bi-lateral Modification P00038 to contract W56HZV12C0127 is as follows:

1. Deobligate a portion of the hours and realign funds associated with: (a) downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 8 August 2014 for MRAP and RCV Programs.

2. Revise Attachment 11, Manpower Utilization (revision dated 5 August 2014), to reflect the revision in hours and personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

3. Revise the following RCV and MRAP Operational Readiness (OR) Option Period 1 labor hour CLINs as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,651,842.98	$2,861,293.74	$45,513,136.72	1,018,254
2001AD	RCV USMC	$1,342,251.93	$98,335.95	$1,440,590.88	34,918
2001AF	RCV Husky	$233,872.99	$17,705.81	$251,578.80	6,039
2101AB	MRAP AF	$1,300,335.35	$120,622.86	$1,420,958.21	42,926
2101AC	MRAP AF	$1,793,142.11	$166,354.00	$1,959,496.11	59,201

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,676,947.52	$2,836,189.20	$45,513,136.72	1,009,320
2001AD	RCV USMC	$1,342,254.93	$91,895.43	$1,434,150.36	32,626
2001AF	RCV HUSKY	$234,125.89	$17,452.91	$251,578.80	5,949
2101AB	MRAP AF	$1,331,245.35	$89,712.86	$1,420,958.21	31,926
2101AC	MRAP AF	$2,946,425.40	$184,923.29	$3,131,348.69	65,809

4. The following RCV OR Option Period 1 labor hour CLINs are established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AG	RCV HUSKY	$75,844.15	$306.29	$76,150.44	371
2001AH	RCV HUSKY	$35,246.47	$3,147.20	$38,393.67	1,120

5. The following RCV OR Option Period 1 material, travel, and other direct cost (ODC) CLIN is established as follows:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AG	RCV Husky	$109,240	No Fee

6. As a result of this modification, the total number of funded hours has decreased by -14,217 from 8,733,813 to 8,719,596. The remaining number of total hours available on the contract is 25,734,205.

7. As a result of this modification, the total dollar amount of this contract is increased by $1,389,196.17 from $726,093,941.51 to $727,483,137.68.

8. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0038 ***

The purpose of this bi-lateral Modification P00039 to contract W56HZV12C0127 is as follows:

1. Deobligate a portion of the hours and realign funds associated with: (a) downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 25 August 2014 for RCV and SOCOM Programs.

2. Revise Attachment 11, Manpower Utilization (revision dated 26 August 2014), to reflect the revision in hours and personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

3. Revise the following RCV and MRAP Operational Readiness (OR) Option Period 1 labor hour CLINs as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,676,947.52	$2,836,189.20	$45,513,136.72	1,009,320
2001AE	RCV POR	$4,832,706.17	$375,126.57	$5,207,832.74	133,497
2201AA	SOCOM	$30,983,457.24	$2,077,233.49	$33,060,690.73	739,229

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AA	RCV	$42,691,582.00	$2,821,554.72	$45,513,136.72	1,004,112
2001AE	RCV POR	$4,789,282.70	$367,955.45	$5,157,238.15	130,945
2201AA	SOCOM	$31,027,967.64	$2,032,723.09	$33,060,690.73	723,389

4. The following RCV OR Option Period 1 labor hour CLINs are established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2001AJ	RCV HMDS	$45,396.29	$3,481.59	$48,877.88	1,239

5. The following RCV OR Option Period 1 material, travel, and other direct cost (ODC) CLIN is established as follows:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
2002AH	RCV HMDS	$390,306.13	No Fee

6. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

a. SOCOM Partial Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 14 August 2014.

7. As a result of this modification, the total number of funded hours has decreased by -22,361 from 8,719,596 to 8,697,235. The remaining number of total hours available on the contract is 25,756,566.

8. As a result of this modification, the total dollar amount of this contract is increased by $388,589.42 from $727,483,137.68 to $727,871,727.10.

9. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0039 ***

The purpose of this bi-lateral Modification P00040 to contract W56HZV12C0127 is as follows:

1. Deobligate a portion of the hours and realign funds associated with: (a) downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 9 September 2014 for MRAP and SOCOM Programs.

2. Revise Attachment 11, Manpower Utilization (revision dated 9 September 2014), to reflect the revision in hours and personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

3. Revise the following MRAP and SOCOM Operational Readiness (OR) Option Period 1 labor hour CLINs as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AB	MRAP AF	$1,331,245.35	$89,712.86	$1,420,958.21	31,926
2201AA	SOCOM	$31,027,967.64	$2,032,723.09	$33,060,690.73	723,389

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
2101AB	MRAP AF	$1,332,639.11	$88,319.10	$1,420,958.21	31,430
2201AA	SOCOM	$32,527,967.64	$2,032,723.09	$34,560,690.73	723,389

4. Revise the following SOCOM OR Option Period 1 material, travel and other direct cost (ODC) CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
2202AA	SOCOM	$20,369,612.89	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
2202AA	SOCOM	$18,869,612.89	No Fee

5. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

a. MRAP Air Force Partial Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 26 August 2014.

6. As a result of this modification, the total number of funded hours has decreased by 496 from 8,697,235 to 8,696,739. The remaining number of total hours available on the contract is 25,757,062.

7. As a result of this modification, the total dollar amount of this contract remains unchanged.

8. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0040 ***

The purpose of Modification P00041 to Contract W56HZV-12-C-0127 is as follows:

1. Revise Exhibit A, Contract Data Requirements List (CDRLs) revision dated 18 October 2014.

2. Revise Attachment 0001, System Models & Descriptions revision dated 18 October 2014.

4. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 18 October 2014.

5. Add Attachment 0030, Panther Care and Maintenance Plan dated 18 October 2014.

6. Revised Clause 52.252-4016, Communications to include updated contract contact information.

7. As a result of this modification, the total number of hours obligated remains unchanged.

8. As a result of this modification, the total dollar amount of this contract remains unchanged.

9. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0041 ***

The purpose of Modification P00042 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 5 November 2013), to reflect the option exercise of personnel for Option Period 2. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Exercise 621,343 option hours and establish CLINs for: (1) MRAP and SOCOM Operational Readiness (OR) Option Period 2 labor hour CLINs and travel and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

3. MRAP OR Option Period 2 labor CLIN 3101AA is exercised. CLIN 3101AB is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3101AA	MRAP(Army)	$1,126,921.16	$103,059.50	$1,229,980.66	37,341
3101AB	MRAP(Air Force)	$3,357,101.10	$290,865.36	$3,647,966.46	105,386

4. MRAP OR Option Period 2 travel and ODC CLIN 3102AA is exercised. CLINs 3102AB is established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
3102AA	MRAP(Army)	$107,803.12	No Fee
3102AB	MRAP(Air Force)	$168,052.07	No Fee

5. SOCOM OR Option Period 2 labor CLIN 3201AA is exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3201AA	SOCOM	$16,000,274.35	$1,320,980.16	$17,321,254.51	478,616

6. SOCOM OR Option Period 2 material, travel and ODC CLIN 3202AA is partially exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
3202AA	SOCOM	$7,975,600.00	No Fee

7. As a result of this modification, the total number of hours obligated has increased by 621,343 from 8,696,739 to 9,318,082. This brings the remaining number of total hours available on the contract to 25,135,719.

8. As a result of this modification, the total dollar amount of this contract is increased by $30,450,656.82 from $727,871,727.10 to $758,322,383.92.

9. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0042 ***

The purpose of Modification P00043 to contract W56HZV12C0127 is a follows:

1. Revise Attachment 11, Manpower Utilization (revision dated 5 November 2013), to reflect the option exercise of personnel for Option Period 2. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changed is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per Labor Category). Exercise of these option hours does not increase the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. Exercise 706,396 option hours and establish CLINs for: (1) RCV Operational Readiness (OR) Option Period 2 labor hour CLINs and travel and Other Direct Cost (ODC) CLINs. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

3. RCV OR Option Period 2 labor CLIN 3001AA is exercised. CLIN 3001AB, 3001AC, 3001AD, 3001AE, 3001AF, 3001AG, 3001AH, & 3001AJ is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AA	RCV(Army)	$8,528,043.58	$666,462.72	$9,194,506.30	241,472
3001AB	RCV(EHP)	$2,140,151.17	$163,217.57	$2,303,368.74	59,137
3001AC	RCV(Prophet)	$93,416.25	$7,011.50	$100,427.75	2,540
3001AD	RCV(Buffalo)	$116,709.65	$7,016.48	$123,726.13	2,543
3001AE	RCV(POR)	$12,348,292.49	$931,018.88	$13,279,311.37	337,326
3001AF	RCV(Husky)	$29,779.08	$2,274.42	$32,053.50	824
3001AG	RCV(CEH)	$96,145.16	$6,604.81	$102,749.97	2,393
3001AH	RCV(FORSCOM)	$1,702,898.11	$137,615.01	$1,840,513.12	49,861
3001AJ	RCV(CEHC)	$347,325.63	$28,428.93	$375,754.56	10,300

4. RCV OR Option Period 2 travel and ODC CLIN 3002AA is exercised. CLINs 3002AB, 3002AC, 3002AD, 3002AE, 3002AF, 3002AG, 3002AH, & 3002AJ is established for the option hours being exercised:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
3002AA	RCV(Army)	$2,592,427.42	No Fee
3002AB	RCV(EHP)	$522,700.06	No Fee
3002AC	RCV(Prophet)	$22,000.00	No Fee
3002AD	RCV(Buffalo)	$6,273.87	No Fee
3002AE	RCV(POR)	$4,952,491.50	No Fee
3002AF	RCV(Husky)	$374,072.18	No Fee
3002AG	RCV (CEH)	$197,250.03	No Fee
3002AH	RCV (FORSCOM)	$537,750.00	No Fee
3002AJ	RCV (CEHC)	$105,200.00	No Fee

5. As a result of this modification, the total number of hours obligated has increased by 706,396 from 9,318,082 to 10,024,478. This brings the remaining number of total hours available on the contract to 24,429,323.

6. As a result of this modification, the total dollar amount of this contract is increased by $36,341,570.48 from $758,322,383.92 to $794,663,954.40.

7. All other terms and conditions of contract W56HZV12C0127 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0043 ***

Modification P00044
Previous Contract Amount: $794,663,954.40
Amount of this Action: ($223,310.09)
New Contract Amount: $794,440,644.31

1. The purpose of Modification P00044 to contract W56HZV-12-C-0121 is to incorporate the following:

a. De-obligate the unliquidated funding on the MRAP CLINs 1002AG (RCV (BUFFALO) - EOR LABOR) and CLIN 1103AE (MRAP (MARINES) KU):

- CLIN 1002AG

  From: $36,100.03
  To: $0.00

- CLIN 1103AE

  From: $187,210.06
  To: $0.00

Note: By De-obligating the aforementioned funding, CLINs 1002AG & 1103AE have been deleted from the contract.

b. Reallocate funding ($1M) from SOCOM CLIN 2202AA (SOCOM - OR OP 1 MATL, TRVL, ODC) to SOCOM CLIN 2201AA (SOCOM - OR OP 1 LABOR).

- CLIN 2202AA

  From: $18,869,612.89
  To: $17,869,612.89

- CLIN 2201AA

  From:

  Cost: $32,527,967.64
  Fee: $2,032,723.09
  Total CPFF: $34,560,690.73

  To:

  Cost: $33,527,967.64
  Fee: $2,032,723.09
  Total CPFF: $35,560,690.73

c. Correct Line of Accounting (LOA) error found on Modification P00042. Special instructions to DFAS added to Section G.

d. Revised Attachment 11, Manpower Utilization (revision dated 17 December 2014) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in plact by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

3. As a result of this modification, the total number of funded hours has neither increased nor decreased. The remaining number of total hours available on this contract is 24,429,323.

4. Modification P00044 impacts the contract amount. This contractual action decreases the total contract amount by ($223,310.09) from the prior amount of $794,663,954.40 to a new total of $794,440,644.31.

	Prior	This Change	Total
Total Contract Value:	$794,663,954.40	($223,310.09)	$794,440,644.31

5. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0044 ***

Modification P00045
Previous Contract Amount: $794,440,644.31
Amount of this Action: $250,000.00
New Contract Amount: $794,690,644.31

1. The purpose of Modification P00045 to contract W56HZV-12-C-0121 is to incorporate the following:

A. MRAP AIR FORCE - OR OP 2 TVL & ODC CLIN 3102AC labor hour CLIN is established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3102AC	MRAP (TVL & ODC)	$250,000.00	$0.00	$250,000.00

B. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 28 January 2015.

C. Added the following Clauses applicable to the aforementioned PWS revision:

i. 252.225-7995 (Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States)

ii. 252.225-7985 (Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations

iii. 5152.225-5900 (Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection)

D. Correct Line of Accounting (LOA) error found on Modification P00042. Special instructions to DFAS added to Section G.

E. Revise Attachment 11, Manpower Utilization (revision dated 27 January 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

F. Deobligate a portion of the hours and realign funds associated with: (a) downward adjustment to the contract scope and (b) ManTech's corresponding cost submission dated 26 January 2015 for the MRAP Program.

G. Revise the following and MRAP Operational Readiness (OR) Option Period 2 labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3101AA	MRAP (LABOR)	$1,126,921.16	$103,059.50	$1,229,980.66	37,341

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3101AA	MRAP (LABOR)	$1,129,968.20	$100,012.46	$1,229,980.66	36,237

H. As a result of this modification, the following Stop Work Orders are considered final and hereby closed out:

i. MRAP Partial Stop Work Order, Contract W56HZV-12-C-0127 - Reduction in Scope of Work dated 14 January 2015.

2. As a result of this modification, the total number of hours obligated has decreased by 1,104 from 10,024,478 to 10,023,374. This brings the remaining number of total hours available on the contract to 24,430,427.

3. As a result of this modification, the total dollar amount of this contract is increased by $250,000.00 from $794,440,644.31 to $794,690,644.31.

	Prior	This Change	Total
Total Contract Value:	$794,440,644.31	$250,000.00	$794,690,644.31

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0045 ***

Modification P00047
Previous Contract Amount: $794,690,644.31
Amount of this Action: $5,649,950.26
New Contract Amount: $800,340,594.57

1. The purpose of Modification P00047 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Establish the following Foreign Military Sales (FMS) IRAQ (CASE: IQ-B-USE, Lines 001 & 002) CLINs procuring Contractor Logistics Support Services (CLSS) supporting the IRAQ Mine Resistant Ambush Protected (MRAP) vehicle fleet at Taji as follows:

CLIN	DESCRIPTION	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	LABOR	$1,280,273.63	$51,824.30	$1,332,097.93	16,187
3302AA	MAT/TRV/ODC	$4,287,852.33	$ 0.00	$4,287,852.33	
3303AA	OTHER SUPPORT EQUIP	$ 30,000.00	$ 0.00	$ 30,000.00	

b. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 18 February 2015.

c. Revise Attachment 11, Manpower Utilization (revision dated 03 March 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

d. Add the following FMS Clauses:

- 52.222-29 (Notification of Visa Denial)
- 52.225-4000 (Verification of Foreign Military Sales (FMS) Addresses))
- 252.225-7027 (Restriction on Sales Contingent Fees for Foreign Military Sales (FMS))
- 252.225-7028 (Exclusionary Policies and Practices of Foreign Governments)
- 252.229-7011 (Reporting of Foreign Taxes--U.S. Assistance Programs)

2. As a result of this modification, the total number of hours obligated has increased by 16,187 from 10,023,374 to 10,039,561. This brings the remaining number of total hours available on the contract to 24,414,240.

3. As a result of this modification, the total dollar amount of this contract is increased by $5,649,950.26 from $794,690,644.31 to 800,340,594.57.

	Prior	This Change	Total
Total Contract Value:	$794,690,644.31	$5,649,950.26	$800,340,594.57

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0047 ***

Modification P00046
Previous Contract Amount: $794,690,644.31
Amount of this Action: $0.00
New Contract Amount: $794,690,644.31

1. The purpose of Modification P00046 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Resultant of a Novation Agreement between the Government and the Contractor, signed on 06 June 2014, the Contractors CAGE, Name, and Address is changed as follows:

FROM:
CAGE 0D0S5
ManTech Telecommunications and Information Systems Corporation
Corporate Park Dr
Herndon, VA 20171-2898

TO:
CAGE 5N741
ManTech Advanced Systems International, Inc.
12015 Lee Jackson Memorial Hwy
Fairfax, VA, 22033-3300

In accordance with the Novation Agreement and Corporate Guarantee executed by the parties and effective as of 06 June 2014, the parties recognize that, although ManTech Advanced Systems International, Inc has been assigned new CAGE codes, it would be impractical for ManTech Advanced Systems International, Inc to be prohibited from delivering end products, components and drawings containing old CAGE codes that had been assigned to the former ManTech Telecommunications and Information Systems Corporation prior to that companies 06 June 2014 reorganization and merger into ManTech Advanced Systems International, Inc. Therefore, the parties agree that, notwithstanding the assignment of new CAGE codes to ManTech Advanced Systems International, Inc. shall be permitted to deliver end products, components and drawings containing the former ManTech Telecommunications and Information Systems Corporation CAGE codes and/or company name where use of the new CAGE codes and/or new company name would be impractical.

b. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 28 January 2015.

c. Correct Line of Accounting (LOA) error found on Modification P00043. Special instructions to DFAS added to Section G.

d. Revise Attachment 11, Manpower Utilization (revision dated 27 January 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

e. Revise the following and RCV Prophet Operational Readiness (OR) Option Period 2 labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AC	RCV (LABOR)	$93,416.25	$7,011.50	$100,427.75	2,540

TO: Deleted

f. Revise the following and RCV Prophet Operational Readiness (OR) Option Period 2 MAT, TRL, ODC CLIN as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3002AC	RCV (MAT/TRL/ODC)	$22,000.00	$0.00	$22,000.00

TO: Deleted

g. Revise the following and RCV Army Operational Readiness (OR) Option Period 2 labor hour CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AA	RCV (LABOR)	$8,528,043.58	$666,462.72	$9,194,506.30	241,427

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AA	RCV (LABOR)	$$8,650,471.33	$666,462.72	$$9,316,934.05	243,967

2. This is a $0.00 administrative modification.

3. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0048 ***

Modification P00048
Previous Contract Amount: $800,340,594.57
Amount of this Action: 0.00
New Contract Amount: $800,340,594.57

1. The purpose of this administrative Modification P00048 to contract W56HZV-12-C-0127 is to incorporate the following CAGE Code:

a. CAGE: 7BA04
MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.
ManTech Chambersburg Facility
Tamarack Industrial Park Building 652
2015 Carbaugh Ave
Chambersburg, PA 17202

ManTech POC for Chambersburg
Lee Medina
Office: (910) 729-6618
Cell: (910) 853-2988

b. DUNS: 079734098

c. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 12 March 2015.

d. Revise Attachment 0001, Systems Models and Descriptions revision dated 12 March 2015.

2. This is a $0.00 administrative modification.

3. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0049 ***

Modification P00049
Previous Contract Amount: $800,340,594.57
Amount of this Action: $255,683.51
New Contract Amount: $800,596,278.08

1. The purpose of Modification P00049 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Exercise 80 Operational Readiness (OR) Option Period 2 labor hours and establish CLINs for: (1) RCV Labor, Travel, Material, Other Direct Cost (ODC) and the Husky Seats. Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

b. USMC RCV HUSKY - OR OP 2 Labor CLIN 3001AK is exercised. CLIN 3001AK is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AK	USMC - RCV (LABOR)	$2,822.00	$220.80	$3,043.20	80

c. USMC RCV HUSKY - OR OP2 MTL, TVL, ODC CLIN 3002AK is exercised. CLIN 3002AK is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3002AK	USMC - RCV (TRAV/MAT/ODC)	$6,880.31	$0.00	$6,880.31

d. USMC RCV (HUSKY SEATS), ODC CLIN 3003AA is exercised. CLIN 3003AA is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3003AA	USMC - RCV (HUSKY SEATS)	$245,760.00	$0.00	$245,760.00

e. Revised Attachment 11, Manpower Utilization (revision dated 20 March 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

f. Correct Line of Accounting (LOA) under CLIN 3001AD and 3002AD in Section B and reflect these changes in Section G.

2. As a result of this modification, the total number of hours obligated has increased by 80 from 10,039,561 to 10,039,641. This brings the remaining number of total hours available on the contract to 24,414,160.

3. As a result of this modification, the total dollar amount of this contract is increased by $255,683.51 from $800,340,594.57 to $800,596,278.08

	Prior	This Change	Total
Total Contract Value:	$800,340,594.57	$255,683.51	$800,596,278.08

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0050 ***

Modification P00050
Previous Contract Amount: $800,596,278.08
Amount of this Action: $850,000.00
New Contract Amount: $801,446,278.08

1. The purpose of this unilateral Modification P00050 is to:

a. Establish CLIN 3102AD - MRAP AIR FORCE - OR OP 2 TVL & ODC as a follow on to CLIN 3102AC to add additional funding for Travel and Other Direct Costs (ODCs) in support of Air Force Mine Resistant Ambush Protected (MRAP) vehicles. As a result of this modification, the following is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3102AD	MRAP AF	$850,000.00	$0.00	$850,000.00

2. As a result of this modification, the total number of hours obligated remains unchanged.

3. As a result of this modification, the total obligated amount of Contract W56HZV-12-C-0127 is increased by $850,000.00, from $800,596,278.08 to $801,446,278.08.

4. All other terms and conditions of Contract W56HZV-12-C-0127, except those addressed by this Modification P00050, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0051 ***

Contract: W56HZV-12-C-0127
Modification P00051

Previous Contract Amount: $801,446,278.08
Amount of this Action: $ 99,467.02
New Contract Amount: $801,545,745.10

1. The purpose of Modification P00051 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Exercise 848 Operational Readiness (OR) Option Period 2 labor hours to fund 1 FSR and establish CLINs for: RCV Labor, Material, Travel, and Other Direct Cost (ODC). Option hours are being exercised IAW Section H.11 (and H.12) of the contract.

b. RCV ARMY KOREA FSR OR OP 2 Labor CLIN 3001AL is exercised. CLIN 3001AL is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AL	RCV ARMY (LABOR)	$30,177.70	$2,340.48	$32,518.18	848

c. RCV ARMY KOREA FSR OR OP 2 MTL, TRVL, ODC CLIN 3002AL is exercised. CLIN 3002AL is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF
3002AL	RCV ARMY (MAT/TRL/ODC)	$66,948.84	$0.00	$66,948.84

d. Revised Attachment 11, Manpower Utilization (revision dated 28 May 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

e. Add Clause 52.225-4005 Invited Contractor or Technical Representative Status under U.S. Republic of Korea (ROK) Status of Force Agreement (SOFA).

f. Add Clause 52.225-4006 Continuance of Performance During any State of Emergency in the Republic of Korea (ROK).

g. Add Clause 252.204-7012 - Safeguarding of Unclassified Controlled Technical Information.

2. As a result of this modification, the total number of hours obligated has increased by 848 from 10,039,641 to 10,040,489. This brings the remaining number of total hours available on the contract to 24,413,312.

3. As a result of this modification, the total dollar amount of this contract is increased by $99,467.02 from $801,446,278.08 to $801,545,745.10.

	Prior	This Change	Total
Total Contract Value:	$801,446,278.08	$99,467.02	$801,545,745.10

4. All other Contract terms and conditions remain unchanged and in full force and effect.

**Note: Mod P00051 does not make any changes to Narrative A0001, A0044, A0050 or A0051 under Section A. These narratives appear under this modification due to the print order being changed. As a result, all narratives will now be in sequence under Section A of the conformed copy of the contract. Narrative A0052 identifies the applicable changes under this Modification P00051.

*** END OF NARRATIVE A0052 ***

Contract: W56HZV-12-C-0127
Modification P00052

Previous Contract Amount: $801,545,745.10
Amount of this Action: $ (970,285.69)
New Contract Amount: $800,575,459.41

1. The purpose of Modification P00052 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Deobligate 14,808 Operational Readiness (OR) Option Period (OP) 2 labor hours to and deobligate funding under CLIN 3001AA - RCV Army - OR OP 2 Labor, CLIN 3001AE RCV POR - OR OP 2 Labor, and CLIN 3002AE RCV POR - OR OP 2 Material, Travel, Other Direct Costs.

b. Revise the following and RCV ARMY - OR OP 2 LABOR CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AA	RCV ARMY (LABOR)	$8,650,471.33	$666,462.72	$9,316,934.05	241,472

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AA	RCV ARMY (LABOR)	$8,585,500.50	$664,055.12	$9,249,555.62	240,720

c. Revise the following and RCV POR - OR OP 2 LABOR CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AE	RCV POR (LABOR)	$12,348,292.49	$931,018.88	$13,279,311.37	337,326

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	LABOR HOURS
3001AE	RCV POR (LABOR)	$11,742,807.20	$886,017.19	$12,628,824.39	323,270

d. Revise the following and RCV POR - OR OP 2 MTL, TVL, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
3002AE	RCV POR (MTL/TVL/ODC)	$4,952,491.50	No Fee

TO:

CLIN	PROGRAM	ESTIMATED TOTAL COST	FEE
3002AE	RCV POR (MTL/TVL/ODC)	$4,700,071.22	No Fee

e. Revised Attachment 11, Manpower Utilization (revision dated 21 Apil 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

f. Revise Attachment 0022, Performance Work Statement (PWS) revision dated 12 June 2015. Paragraph C.1.3.2.1 is changed as follows:

FROM:
i) The contractor shall establish a single CONUS-based management focal point (Program Manager, see Attachment 8 for description) to accomplish the administrative, managerial and financial aspects of this contract. Contractor will also identify CONUS based Program Manager for SOCOM activities.

TO:
i) The contractor may be required to establish a single CONUS-based management focal point (Program Manager, see Attachment 8 for description) to accomplish the administrative, managerial and financial aspects of this contract. Contractor will also identify CONUS based Program Manager for SOCOM activities.

2. As a result of this modification, the total number of hours obligated has decreased by 14,808 from 10,040,489 to 10,025,681. This brings the remaining number of total hours available on the contract to 24,428,120.

3. As a result of this modification, the total dollar amount of this contract is decreased by $970,285.69 from $801,545,745.10 to $800,575,459.41.

	Prior	This Change	Total
Total Contract Value:	$801,545,745.10	$(970,285.69)	$800,575,459.41

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0053 ***

Contract: W56HZV-12-C-0127
Modification P00053

Previous Contract Amount: $800,575,459.41
Amount of this Action: $ 0.00
New Contract Amount: $800,575,459.41

1. The Purpose of this Modification P00053 is to transfer the accountability of Government Furnished Equipment (GFE), Government Furnished Material (GFM), and Contractor Acquired Property (CAP) previously covered by Contract W56HZV-11-C-0168 is hereby transferred to Contract W56HZV-12-C-0127. The list of GFE/GFM/CAP is identified on Attachment 0009 - Government Furnished Property (GFP), revision dated 12 June 2015. The transfer of GFE will be within the stipulation of this contract Section C and FAR Clause 52.245-1. The following changes are hereby made to Contract W56HZV-12-C-0127.

a. Revise Attachment 0009 Government Furnished Property (GFP), revision dated 12 June 2015.

b. Revise Attachment 0022 - Performance Work Statement (PWS), revision dated 13 June 2015. The PWS is changed as follows:

i. C.1.9.1.3, paragraph IV is deleted.

2. As a result of this modification, the total number of hours obligated remain unchanged.

3. As a result of this modification, the total dollar amount of this contract remains unchanged.

4. All other Contract terms and conditions remain unchanged and in full force and effect

*** END OF NARRATIVE A0054 ***

Contract: W56HZV-12-C-0127
Modification: P00054

Previous Contract Amount: $800,575,459.41
Amount of this Action: $ 8,551,485.74
New Contract Amount: $809,126,945.15

1. The purpose of this bilateral Modification P00054 is to:

a. Add funding to CLIN 3201AA - SOCOM OR OP 2 Labor. As a result of this modification, the following is changed:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3201AA	SOCOM (LABOR)	$16,000,274.35	$1,320,980.16	$17,321,254.51	478,616

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3201AA	SOCOM (LABOR)	$24,551,760.09	$1,320,980.16	$25,872,740.25	478,616

b. Revise Attachment 0009 - Government Furnished Property (GFP), revision dated 30 June 2015.

2. As a result of this modification, the total number of hours obligated remain unchanged.

3. As a result of this modification, the total obligated amount of Contract W56HZV-12-C-0127 is increased by $8,551,485.74, from $800,575,459.41 to $809,126,945.15.

4. All other terms and conditions of Contract W56HZV-12-C-0127, except those addressed by this Modification P00054, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0055 ***

Modification P00055
Previous Contract Amount: $809,126,945.15
Amount of this Action: $ (149,191.48)
New Contract Amount: $808,977,753.67

1. The purpose of Modification P00055 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Align the labor force on contract with current SOCOM and RCV manpower requirements. This will result in a total reduction of 3,360 SOCOM Operational Readiness (OR) Option Period (OP) 2 labor hours, obligate funding under CLIN 3001AA RCV Army OR OP 2 Labor and 3002AA RCV Army OR OP 2 Mat/Tvl/ODC, and deobligate funding under 3001AE RCV POR OR OP 2 Labor, 3002AE RCV POR OR OP 2 Mat/Tvl/ODC, 3201AA SOCOM OR OP 2 Labor, 3202AA SOCOM OR OP 2 Mat/Tvl/ODC.

b. Revise the following RCV Army OR OP 2 Labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AA	RCV ARMY (LABOR)	$8,585,500.50	$664,055.12	$9,249,555.62	240,720

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AA	RCV ARMY (LABOR)	$8,618,519.56	$665,867.45	$9,284,387.00	241,296

c. Revise the following RCV Army OR OP 2 MTL, TVL, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$2,592,427.42	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$2,600,006.84	No Fee

d. Revise the following RCV POR OR OP 2 Labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$11,742,807.20	$886,017.19	$12,628,824.39	323,270

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$11,709,533.78	$884,173.07	$12,593,706.85	322,694

e. Revise the following RCV POR OR OP 2 MTL, TVL, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AE	RCV ARMY (MTL/TVL/ODC)	$4,700,071.22	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$4,692,491.80	No Fee

f. Revise the following SOCOM OR OP 2 Labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3201AA	SOCOM (LABOR)	$24,551,760.09	$1,320,980.16	$25,872,740.25	478,616

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3201AA	SOCOM (LABOR)	$24,421,035.95	$1,309,316.84	$25,730,352.79	475,256

g. Revise the following SOCOM OR OP 2 MTL, TVL, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3202AA	SOCOM (MTL/TVL/ODC)	$7,975,600.00	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3202AA	SOCOM (MTL/TVL/ODC)	$7,969,082.14	No Fee

h. Modify Attachment 11, Manpower Utilization (revision dated 07 July 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of this modification, the total number of hours obligated has decreased by 3,360 from 10,025,681 to 10,022,321. This brings the remaining number of total hours available on the contract to 24,431,480.

3. As a result of this modification, the total dollar amount of this contract is decreased by $149,191.48 from $809,126,945.15 to $808,977,753.67.

	Prior	This Change	Total
Total Contract Value:	$809,126,945.15	($149,191.48)	$808,977,753.67

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0056 ***

Modification P00056
Previous Contract Amount: $808,977,753.67
Amount of this Action: $ 2,060,330.74
New Contract Amount: $811,038,084.41

1. The purpose of Modification P00056 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Extend the Period of Performance (PoP) and obligate hours and funding under CLIN 3301AA FMS Iraq Labor (Caiman) and 3302AA FMS Iraq MAT/TRV/ODC (Caiman).

b. Revise the following FMS Iraq Labor (Caiman) CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,280,273.63	$51,824.30	$1,332,097.93	16,187

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,487,397.37	$87,702.77	$1,575,100.14	22,840

c. Revise the following FMS Iraq MTL, TVL, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MTL/TVL/ODC)	$4,287,852.33	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MTL/TVL/ODC)	$6,105,180.86	No Fee

e. Revise the PoP under CLIN 3301AA FMS Iraq Labor (Caiman) and 3302AA FMS Iraq MAT/TRV/ODC (Caiman) as follows:

FROM:

03 March 2015 thru 31 August 2015

TO:

03 March 2015 thru 15 November 2015

f. Revise Attachment 11, Manpower Utilization (revision dated 08 July 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of this modification, the total number of hours obligated has increased by 6,653 from 10,022,321 to 10,028,974. This brings the remaining number of total hours available on the contract to 24,424,827.

3. As a result of this modification, the total dollar amount of this contract is increased by $2,060,330.74 from $808,977,753.67 to $811,038,084.41.

	Prior	This Change	Total
Total Contract Value:	$808,977,753.67	$2,060,330.74	$811,038,084.41

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0057 ***

Modification P00057
Previous Contract Amount: $811,038,084.41
Amount of this Action: $ 2,293,099.97
New Contract Amount: $813,331,184.38

1. The purpose of Modification P00057 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Revise Foreign Military Sales (FMS) Iraq (CASE: IQ-B-USE) CLIN 3301AA FMS Iraq Labor and 3302AA FMS Iraq MAT/TRV/ODC to procure Contractor Logistics Support Services (CLSS) Maintenance Support for the Iraq Mine Resistant Ambush Protected (MRAP) vehicle, Self-Protection Adaptive Roller Kit (SPARK Roller) fleet and MRAP Recovery Vehicles (MRVs) and to add a secondary maintenance support location in Erbil..

b. Revise the following FMS Iraq Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,762,831.86	$105,375.16	$1,868,207.02	28,557

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,487,397.37	$87,702.77	$1,575,100.14	22,840

c. Revise the following FMS Iraq MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MTL/TVL/ODC)	$8,105,173.95	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MTL/TVL/ODC)	$6,105,180.86	No Fee

d. Revise Attachment 0011, Manpower Utilization (revision dated 30 July 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

e. Revise Attachment 0022, Performance Work Statement (PWS), revision dated 03 August 2015. The PWS is changed as follows:

i. Add paragraph C.1.1.2.2.2.2(i)(i.a)(i.a.3), Panther/Chambersburg Facility will provide storage for up to 450 vehicles over the duration of the performance period."

ii. Delete paragraph C.1.9.1.3(iv), In OEF, all excess inventories shall be disposed of according to US Army country Directives/FRAGOs or to established turn in facilities to include DLA Disposition Services Sites, SSA Retro Sort yards or camp laydown yards, and renumber subsequent paragraphs through C.1.9.1.3.v.

f. Revise Attachment 0008, Labor Categories, revision dated 11 August 2015. The Labor Categories are changed as follows:

i. Add Labor Category Z, Procurement Analyst, and required qualifications.

2. As a result of this modification, the total number of hours obligated has increased by 5,717 from 10,028,974 to 10,034,691. This brings the remaining number of total hours available on the contract to 24,419,110.

3. As a result of this modification, the total dollar amount of this contract is increased by $2,293,099.97 from $811,038,084.41 to $813,331,184.38.

	Prior	This Change	Total
Total Contract Value:	$811,038,084.41	$2,293,099.97	$813,334,825.39

4. All other Contract terms and conditions remain unchanged and in full force and effect

*** END OF NARRATIVE A0058 ***

Modification P00058
Previous Contract Amount: $813,331,184.38
Amount of this Action: $ 10,232,272.83
New Contract Amount: $823,563,457.21

1. The purpose of Modification P00058 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Revise Route Clearance Vehicle (RCV) Labor and Material, Travel, Other Direct Cost (ODC) CLINs to allocate and realign funding to cover the projected cost overrun that ManTech Advanced Systems International, Inc. is incurring under Option Period 2.

b. Revise the following RCV Army Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS

3001AA RCV ARMY (LABOR) $12,590,524.95 $665,867.45 $13,256,932.40 241,296

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AA	RCV ARMY (LABOR)	$8,618,519.55	$665,867.45	$9,284,387.00	241,296

c. Revise the following RCV Army MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$6,111,379.89	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AA	RCV ARMY (MTL/TVL/ODC)	$2,600,006.84	No Fee

d. Revise the following RCV EHP Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AB	RCV EHP (LABOR)	$2,629,689.10	$163,217.57	$2,792,906.67	59,137

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AB	RCV EHP (LABOR)	$2,140,151.17	$163,217.57	$2,303,368.74	59,137

e. Revise the following RCV EHP Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AB	RCV EHP (MTL/TVL/ODC)	$3,492,913.77	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AB	RCV EHP (MTL/TVL/ODC)	$522,700.06	No Fee

f. Revise the following RCV CEHC Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AJ	RCV CEHC (LABOR)	$318,878.13	$28,428.93	$347,307.06	10,300

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AJ	RCV CEHC (LABOR)	$347,325.63	$28,428.93	$375,754.56	10,300

g. Revise the following RCV CEHC Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AJ	RCV CEHC (MTL/TVL/ODC)	$96,120.06	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AJ	RCV CEHC (MTL/TVL/ODC)	$105,200.00	No Fee

h. Revise the following RCV FORSCOM Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AH	RCV FORSCOM (LABOR)	$1,509,486.97	$137,615.01	$1,647,101.98	49,861

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AH	RCV FORSCOM (LABOR)	$1,702,898.11	$137,615.01	$1,840,513.12	49,861

i. Revise the following RCV FORSCOM Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AH	RCV FORSCOM (MTL/TVL/ODC)	$228,691.49	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AH	RCV FORSCOM (MTL/TVL/ODC)	$537,750.00	No Fee

j. Revise the following RCV CEH Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AG	RCV CEH (LABOR)	$128,425.60	$6,604.81	$135,030.41	2,393

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AG	RCV CEH (LABOR)	$96,145.16	$6,604.81	$102,749.97	2,393

k. Revise the following RCV CEH Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AG	RCV CEH (MTL/TVL/ODC)	$48,724.56	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AG	RCV CEH (MTL/TVL/ODC)	$197,250.03	No Fee

l. Revise the following RCV BUFFALO Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AD	RCV BUFFALO (LABOR)	$71,970.18	$7,016.48	$78,986.66	2,393

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AD	RCV BUFFALO (LABOR)	$116,709.65	$7,016.48	$123,726.13	2,543

m. Revise the following RCV BUFFALO Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AD	RCV BUFFALO (MTL/TVL/ODC)	$8,000.90	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AD	RCV BUFFALO (MTL/TVL/ODC)	$6,273.87	No Fee

n. Revise the following RCV HUSKY Labor CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AF	RCV HUSKY (LABOR)	$20,707.48	$2,274.42	$22,981.90	824

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AF	RCV HUSKY (LABOR)	$29,779.08	$2,274.42	$32,053.50	824

o. Revise the following RCV HUSKY Labor MTL, TVL, ODC CLIN as follows:

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AF	RCV HUSKY (MTL/TVL/ODC)	$50,535.06	No Fee

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AF	RCV HUSKY (MTL/TVL/ODC)	$53,066.16	No Fee

p. Change Attachment 0009 - Government Furnished Property (GFP), revision dated 24 August 2015, to add the results of the Joint Inventory for the Panther vehicles at Chambersburg.

2. As a result of this modification, the total number of hours obligated remain unchanged.

3. As a result of this modification, the total dollar amount of this contract is increased by $10,232,272.83 from $813,331,184.38 to $823,563,457.21

	Prior	This Change	Total
Total Contract Value:	$813,331,184.38	$10,232,272.83	$823,563,457.21

4. All other Contract terms and conditions remain unchanged and in full force and effect

*** END OF NARRATIVE A0059 ***

Modification P00060
Previous Contract Amount: $823,446,019.10
Amount of this Action: $ 66,996,342.20
New Contract Amount: $890,442,361.30

1. The purpose of Modification P00060 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 11, Manpower Utilization (revision dated 21 October 2015) to reflect the Option Period 3 exercise of personnel for Route Clearance Vehicles (RCV), Mine Resistant Ambush Protected (MRAP) and Special Operations Command (SOCOM). Staffing level changes are authorized by Performance Work Statement (PWS) paragraph C.1.1.3.5 (Changes to Level of Effort per Labor Category).

b. The Period of Performance for Option Period 3 is from 16 November 2015 through 14 November 2016.

c. Exercise 984,363 Option Period 3 labor hours and establish CLINs for RCV, MRAP, and SOCOM Operational Readiness (OR) and CLINs for associated travel costs and Other Direct Costs (ODC). As a result of this modification, the total number of hours obligated has increased by 984,363 from 10,034,523 to 11,018,886. The total amount of hours available for obligation is 23,434,915. Option hours are being exercised IAW Section H.11 and H.12 of the contract. Exercise of these hours does not increase the pool of 34,453,801 hours, which represents the cumulative amount of hours available for the life of the contract.

d. RCV OR Option Period 3 Labor CLIN 4001AA is exercised. CLINs 4001AB, 4001AE, 4001AG and 4001AH are established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY	$10,383,182.60	$ 766,360.17	$11,149,542.76	276,664
4001AB	RCV ROLLER	$ 268,183.20	$ 21,362.24	$ 289,545.44	7,712
4001AE	RCV POR	$14,614,630.98	$1,106,004.29	$15,720,635.27	399,280
4001AG	RCV CEH	$ 188,069.04	$ 12,895.19	$ 200,964.23	4,655
4001AH	RCV FORSCOM	$ 1,677,545.59	$ 135,871.29	$ 1,813,416.88	49,051

e. MRAP OR Option Period 3 Labor CLIN 4101AA is exercised. CLIN 4101AB is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4101AA	MRAP ARMY	$ 902,585.18	$82,418.58	$985,003.76	29,754
4101AB	MRAP AIR FORCE	$2,788,635.18	$242,260.10	$3,030,895.28	87,459

f. SOCOM OR Option Period 3 Labor CLIN 4201AA is partially exercised.

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM	$6,420,567.36	$299,049.20	$6,719,616.56	107,960

g. FMS Iraq OR Option Period 3 Labor CLIN 4301AA is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4301AA	FMS IRAQ	$1,355,750.06	$60,463.56	$1,416,213.62	21,828

h. RCV OR Option Period 3 Material, Travel, and ODC CLIN 4002AA is exercised. CLINs 4002AB, 4002AE, 4002AG and 4002AH are established:

CLIN	PROGRAM	TOTAL COST	FEE
4002AA	RCV ARMY	$10,701.066.76	No Fee
4002AB	RCV ROLLER	$ 1,249,421.36	No Fee
4002AE	RCV POR	$ 3,649,550.88	No Fee
4002AG	RCV CEH	$ 1,803.62	No Fee
4002AH	RCV FORSCOM	$ 1,067,605.82	No Fee

i. MRAP OR Option Period 3 Material, Travel, and ODC CLIN 4102AA is exercised. CLIN 4102AB is established:

CLIN	PROGRAM	TOTAL COST	FEE
4102AA	MRAP ARMY	$ 253,668.66	No Fee
4102AB	MRAP AIR FORCE	$3,096,400.31	No Fee

j. SOCOM OR Option Period 3 Material, Travel, and ODC CLIN 4202AA is partially exercised:

CLIN	PROGRAM	TOTAL COST	FEE
4202AA	SOCOM	$3,280,383.44	No Fee

k. FMS Iraq OR Option Period 3 Material, Travel, and ODC CLIN 4302AA is established:

CLIN	PROGRAM	TOTAL COST	FEE
4302AA	FMS IRAQ	$2,370,607.56	No Fee

2. Add the following clauses:

252.225-7981 Additional Access to Contractor and Subcontractor Records.
5152.225-5908 Government Furnished Contractor Support
252.225-7997 - Contractor Demobilization
52.232-22 - Limitation of Funds

3. Delete Clause 952.225-0011 Government Furnished Contractor Support

4. Add Attachment 0031 - Service Contract Act (SCA) Wage Determination (WD).

5. Change clause H.11(a) LEVEL OF EFFORT (COST REIMBURSEMENT) as follows:

From:

The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10 and Attachment 11.

To:

The Government will estimate the cost of the labor hours per CLIN using actual incurred costs that are averaged by labor category for the most recent month or by using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10 and Attachment 11.

6. In addition, Mod P00060 corrects the Amount of this Action and New Contract Amount and paragraph 3 shown in Narrative A0060 under Mod P00059 as follows:

a. From:

Modification P00059
Previous Contract Amount: $823,563,457.21
Amount of this Action: $ (117,389.93)
New Contract Amount: $823,446,067.28

To:

Modification P00059
Previous Contract Amount: $823,563,457.21
Amount of this Action: $ (117,438.11)
New Contract Amount: $823,446,019.10

b. From:

3. As a result of this modification, the total dollar amount of this contract is decreased by $117,389.93 from $823,563,457.21 to $823,446,067.28.

	Prior	This Change	Total
Total Contract Value:	$823,563,457.21	$(117,389.93)	$823,446,067.28

To:

3. As a result of this modification, the total dollar amount of this contract is decreased by $117,438.11 from $823,563,457.21 to $823,446,019.10.

	Prior	This Change	Total
Total Contract Value:	$823,563,457.21	$(117,438.11)	$823,446,019.10

7. As a result of Modification P00060, the total number of hours obligated has increased by 984,363 from 10,034,523 to 11,018,886.

8. As a result of Modification P00060, the total dollar amount of this contract is increased by $66,996,342.20 from $823,446,019.10 to $890,442,361.30.

	Prior	This Change	Total
Total Contract Value:	$823,446,019.10	$66,996,342.20	$890,442,361.30

9. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0061 ***

Modification P00061
Previous Contract Amount: $890,442,361.30
Amount of this Action: $ 00.00
New Contract Amount: $890,442,361.30

1. The purpose of Modification P00061 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Realign funding from total fee to total cost under CLIN 3001AD - RCV BUFFALO - OR OP 2 LABOR to cover a cost overrun that ManTech Advanced Systems International, Inc. is incurring. The RCV Buffalo - Labor CLIN is revised as follows:

FROM:

CLIN	PROGRAM	TOTAL COS	TOTAL FEE	TOTAL CPFF	HOURS
3001AD	RCV BUFFALO (LABOR)	$71,970.18	$7,016.48	$78,986.66	2,393

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AD	RCV BUFFALO (LABOR)	$74,090.18	$4,896.48	$78,986.66	2,393

b. Realign funding from CLIN 3002AG RCV CEH OR OP 2 Material, Travel, ODC to cover a cost overrun that ManTech Advanced Systems International, Inc. is incurring under CLIN 3001AG - RCV CEH - OR OP 2 Labor.

Revise the RCV CEH Labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AG	RCV CEH (LABOR)	$128,425.60	$6,604.81	$135,030.41	2,393

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AG	RCV CEH (LABOR)	$148,425.60	$6,604.81	$155,030.41	2,393

Revise the RCV CEH - Material, Travel, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AG	RCV CEH (MTL/TVL/ODC)	$48,724.56	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AG	RCV CEH (MTL/TVL/ODC)	$28,724.56	No Fee

c. Realign funding from CLIN 4001AG RCV CEH OR OP 3 Labor to cover a cost overrun that ManTech Advanced Systems International, Inc. is incurring under CLIN 4002AG - RCV CEH - OR OP 3 Material, Travel, ODC.

Revise the RCV CEH - Labor CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AG	RCV CEH (LABOR)	$188,069.04	$12,895.19	$200,964.23	4,655

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AG	RCV CEH (LABOR)	$161,372.66	$12,895.19	$174,267.85	4,655

Revise the RCV CEH - Material, Travel, ODC CLIN as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	FEE
4002AG	RCV CEH (MTL/TVL/ODC)	$1,803.62	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	FEE
4002AG	RCV CEH (MTL/TVL/ODC)	$28,500.00	No Fee

d. The following DODAACs are hereby incorporated into the contract:

CKOUMU Chambersburg, Pennsylvania
CKOUMT Warren, Michigan
CKOUN5 Fayetteville, North Carolina

e. Delete the following contract clauses and provisions:

952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS
5152.225-5900 PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION
952.225-0013 - CONTRACTOR HEALTH AND SAFETY
952.225-0016 - CONTRACTOR DEMOBILIZATION -- AFGHANISTAN
252.225-7997 - ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)
KSCR1-1 - ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, SUPPORT
KSCR1-2 - PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS
KSCR1-5 - FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS
KSCR1-6 - COMPLIANCE WITH LAWS AND REGULATIONS
KSCR1-7 - MONTHLY CONTRACTOR CENSUS REPORTING
KSCR1-10 - MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES
KSCR1-12 MILITARY EXTRATERRITORIAL JURISDICTION ACT
KSCR1-13 INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS
KSCR1-14 SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT
KSCR1-15 PREVENTION OF SEXUAL HARASSMENT TRAINING
KSCR1-16 CONTRACTOR PAYMENTS
KSCR1-17 - SPONSORSHIP REQUIREMENTS
KSCR1-18 CONTRACTOR MANPOWER REPORTING
KSCR1-19 SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT
252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)
252.225-7994 - ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)

f. Update the following contract clauses:

5152.222-5900 - PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS
5152.225-5902 - FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS
5152.225-5904 - MONTHLY CONTRACTOR CENSUS REPORTING
5152.225-5907 - MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)
5152.236-5900 - ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS
5152.247-5900 - INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS
5152.225-5903 - COMPLIANCE WITH LAWS AND REGULATIONS
52.228-3 - WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0016)(SEP 2015)
252.225-7994 - ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0013)(MAR 2015)

g. Add the following contract clauses:

52.225-26 - CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED

252.229-7999 - TAXES -- FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016)

2. As a result of Modification P00061, the total number of hours obligated remain unchanged.

3. As a result of Modification P00061, the total dollar amount of this contract remains unchanged.

	Prior	This Change	Total
Total Contract Value:	$890,442,361.30	$0.00	$890,442,361.30

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0062 ***

Modification P00062
Previous Contract Amount: $890,442,361.30
Amount of this Action: $ 2,545,910.81
New Contract Amount: $892,988,272.11

1. The purpose of Modification P00062 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 11, Manpower Utilization (revision dated 20 November 2015) to reflect the aforementioned manpower changes. Staffing level changes are authorized by Performance Work Statement (PWS) paragraph C.1.1.3.5 (Changes to Level of Effort per Labor Category).

b. Exercise 16,219 Option Period 3 labor hours and establish CLINs for RCV CEHC, and FMS Pakistan Operational Readiness (OR) labor and CLINs for associated material, travel, and Other Direct Costs (ODC). As a result of this modification, the total number of hours obligated has increased by 16,219 from 11,018,886 to 11,035,105. The total amount of hours available for obligation is 23,418,696. Option hours are being exercised IAW Section H.11 and H.12 of the contract. Exercise of these hours does not increase the pool of 34,453,801 hours, which represents the cumulative amount of hours available for the life of the contract.

c. RCV Army Option Period 3 Labor CLIN 4001AA is changed as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY (LABOR)	$10,383,182.60	$766,360.16	$11,149,542.76	242,688

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY (LABOR)	$10,386,412.62	$764,983.36	$11,151,395.98	242,252

d. RCV POR Option Period 3 Labor CLIN 4001AE is changed as follows:

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AE	RCV POR (LABOR)	$14,614,630.98	$1,106,004.29	$15,720,635.27	350,245

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AE	RCV POR (LABOR)	$14,624,432.28	$1,106,004.29	$15,730,436.57	350,245

e. RCV CEHC OR Option Period 3 Labor CLIN 4001AJ is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AJ	RCV CEHC (LABOR)	$239,671.40	$18,453.96	$258,125.36	5,930

f. RCV CEHC OR Option Period 3 Material, Travel, and ODC CLIN 4002AJ is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AJ	RCV CEHC (MAT/TVL/ODC)	$195,580.00	No Fee

g. FMS Pakistan OR Option Period 3 Labor CLIN 4401AA is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4401AA	FMS PAKISTAN (LABOR)	$1,262,918.04	$33,869.30	$1,296,787.34	10,726

h. RCV CEHC OR Option Period 3 Material, Travel, and ODC CLIN 4002AJ is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4402AA	FMS PAKISTAN (MAT/TVL/ODC)	$783,763.59	No Fee

i. Attachment 0022 Performance Work Statement (PWS), revision dated 20 November 2015, is changed as follows:

i. Add Pakistan FMS Case G9-B-UED under paragraph C.1.

ii. Add Pakistan location under paragraph C.1.1.2.2.3 OCONUS.

iii. Change paragraph C.1.1.2.2.4 as follows:

From:

Contractor shall provide Contractor Logistics Support (CLS) for the Iraq MRAP vehicle fleet, hereafter referred to the Roller. This will be a level of effort/best effort contract. CLS will be conducted at Taji, but the location may change to another location as recommended/requested by the Iraqi Army.

To:

Contractor shall provide Contractor Logistics Support (CLS) for the Iraq MRAP vehicle and Self-Protection Adaptive Roller Kit (SPARK Roller) fleet, hereafter referred to the Roller. This will be a level of effort/best effort contract. CLS will be conducted at Taji, but the location may change to another location as recommended/requested by the Iraqi Army.

iv. Add paragraph C.1.1.2.2.5.

v. Add paragraph C.1.1.3.2.1.(v)

vi. Change paragraph C.1.1.3.6. as follows:

From:

Note: Personnel performing under the Iraq case IQ-B-USE are not required to use SPOT or process IAW C.1.1.3.6.3.

To:

Note: Personnel performing under the Iraq case IQ-B-USE not required to use SPOT or process IAW C.1.1.3.6.3.

Personnel performing under Pakistan FMS Case G9-B-UED are required to use SPOT. Personnel performing under Pakistan FMS Case G9-B-UED and are not required to process IAW C.1.1.3.6.3.

vii. Under paragraph C.1.1.3.6.3., C.1.1.3.6.3.1., C.1.1.3.6.3.2., and C.1.4.2., Camp Atterbury, Individual Replacement Deployment Operation (IRDO) is replaced with Fort Bliss, Texas Central Receiving Center (CRC).

viii. Paragraph C.1.4.5. adds Pakistan location.

ix. C.1.9.8.1. Initial Stockage is changed to Initial Stock.

x. C.1.12.1.1.2. paragraph 2 is changed as follows:

From:

FMS Case IQ-B-USE: Inspections will be in accordance with the vehicle and roller technical manuals 10/20 criteria, and identify all deficiencies found during the inspection.

To:

FMS Case IQ-B-USE: Inspections will be in accordance with the vehicle and roller technical manuals 10/20 criteria, or as provided by the

Government if 10/20 criteria are not available, and identify all deficiencies found during the inspection.

xi. C.1.12.1.1.2.2., paragraph 2, is changed as follows:

From: FMS Case IQ-B-USE: Contractor shall conduct final inspection of vehicles repaired and ready to return to the Iraq Government. Inspection shall verify all repairs required on the initial inspection have been completed and the vehicle is in TM 10/20 standard, or as provided by the Government if 10/20 criteria are not available. Results shall be recorded on DA Form 2404/DA form 5988-E.

To:

FMS Case IQ-B-USE: Contractor shall conduct final inspection of vehicles or rollers repaired and ready to return to the Iraq Government. Inspection shall verify all repairs required on the initial inspection have been completed and the vehicle is in TM 10/20 standard. Results shall be recorded on DA Form 2404/DA form 5988-E.

2. As a result of Modification P00062, the total number of hours obligated is increased by 16,219 from 11,018,886 to 11,035,105.

3. As a result of Modification P00062, the total dollar amount of this contract is increased by $2,545,910.81 from $890,442,361.30 to $892,988,272.11.

	Prior	This Change	Total
Total Contract Value:	$890,442,361.30	$2,545,910.81	$892,988,272.11

4. All other Contract terms and conditions remain unchanged.

*** END OF NARRATIVE A0063 ***

Modification P00063
Previous Contract Amount: $892,988,272.11
Amount of this Action: $ (4,184,113.83)
New Contract Amount: $888,804,158.28

1. The purpose of Modification P00063 to contract W56HZV-12-C-0127 is to incorporate the following:

a. De-obligate unliquidated funds that were obligated under CLIN 3001AE RCV POR OR OP 2 Labor.

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$11,702,401.74	$883,635.20	$12,586,036.94	322,694

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AE	RCV POR (LABOR)	$9,546,840.75	$713,682.68	$10,260,523.43	261,117

b. De-obligate unliquidated funds that were obligated under CLIN 3002AE OR OP 2 MTL, TVL, ODC.

FROM:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AE	RCV POR (MTL/TVL/ODC)	$4,695,981.14	No Fee

TO:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AE	RCV POR (MTL/TVL/ODC)	$2,837,380.82	No Fee

c. Revise Attachment 0011, Manpower Utilization (revision dated 28 December 2015) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel

changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

d. Amend PRON 2M6CLSF1Q7 under CLINs 4101AB - MRAP Air Force Labor and 4102AB - MRAP Air Force Mat/Tvl/ODC, to correct an invalid line of accounting for ACRN CQ under Section G of the contract.

2. As a result of this modification, the total number of hours obligated has decreased by 61,577 from 11,035,105 to 10,973,528.

3. As a result of this modification, the total dollar amount of this contract is decreased by $4,184,113.83 from $892,988,272.11 to $888,804,158.28.

	Prior	This Change	Total
Total Contract Value:	$892,988,272.11	$(4,184,113.83)	$888,804,158.28

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0064 ***

Modification P00064
Previous Contract Amount: $888,804,158.28
Amount of this Action: $ 0.00
New Contract Amount: $888,804,158.28

1. The purpose of Modification P00064 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Realign funding under RCV OR Option Period 3 Labor CLINs. CLINs 4001AA and 4001AH are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY (LABOR)	$10,386,412.62	$ 764,983.36	$11,151,395.98	276,167
4001AH	RCV FORSCOM (LABOR)	$ 1,677,545.59	$ 135,871.29	$ 1,813,416.88	49,051

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY (LABOR)	$16,571,802.66	$ 764,983.36	$17,336,786.02	276,167
4001AH	RCV FORSCOM (LABOR)	$ 1,785,496.41	$ 135,871.29	$ 1,921,367.70	49,051

b. Realign funding under MRAP OR Option Period 3 Labor CLINs. CLINs 4101AA and 4101AB are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4101AA	MRAP ARMY (LABOR)	$ 902,585.18	$82,418.58	$985,003.76	29,754
4101AB	MRAP AIR FORCE (LABOR)	$2,788,635.18	$242,260.10	$3,030,895.28	87,459

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4101AA	MRAP ARMY (LABOR)	$1,138,305.08	$82,418.58	$1,220,723.66	29,754
4101AB	MRAP AIR FORCE (LABOR)	$4,519,786.91	$242,260.10	$4,762,047.01	87,459

c. Realign funding under RCV OR Option Period 3 Material, Travel, ODC CLINs. CLINs 4002AA and 4002AH are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	FEE
4002AA	RCV ARMY (MAT/TVL/ODC)	$10,701,066.76	No Fee
4002AH	RCV FORSCOM (MAT/TVL/ODC)	$ 1,067,605.82	No Fee

To:

CLIN	PROGRAM	TOTAL COST	FEE
4002AA	RCV ARMY (MAT/TVL/ODC)	$4,515,676.72	No Fee
4002AH	RCV FORSCOM (MAT/TVL/ODC)	$ 959,655.00	No Fee

d. Realign funding under MRAP OR Option Period 3 Material, Travel, ODC CLINs. CLINs 4102AA and 4102AB are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	FEE
4102AA	MRAP ARMY (MAT/TVL/ODC)	$ 253,668.66	No Fee
4102AB	MRAP AIR FORCE (MAT/TVL/ODC)	$3,096,400.30	No Fee

To:

CLIN	PROGRAM	TOTAL COST	FEE
4102AA	MRAP ARMY (MAT/TVL/ODC)	$ 17,948.76	No Fee
4102AB	MRAP AIR FORCE (MAT/TVL/ODC)	$1,365,248.57	No Fee

e. Revise Attachment 0011, Manpower Utilization (revision dated 11 January 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

f. Extend the period of performance under Section B, CLIN 4201AA SOCOM OR OP 3 Labor and CLIN 4202AA - SOCOM OR OP 3 Material, Travel, ODC, from 01 March 2016 to 31 March 2016.

2. Mod P00064 corrects Narrative A0063 under Mod P00062 as follows:

i. Change paragraph b as follows:

From:

b. Exercise 16,219 Option Period 3 labor hours and establish CLINs for RCV CEHC, and FMS Pakistan Operational Readiness (OR) labor and CLINs for associated material, travel, and Other Direct Costs (ODC). As a result of this modification, the total number of hours obligated has increased by 16,219 from 11,018,886 to 11,035,105. The total amount of hours available for obligation is 23,418,696. Option hours are being exercised IAW Section H.11 and H.12 of the contract. Exercise of these hours does not increase the pool of 34,453,801 hours, which represents the cumulative amount of hours available for the life of the contract.

To:

b. Exercise 18,392 Option Period 3 labor hours and establish CLINs for RCV CEHC, and FMS Pakistan Operational Readiness (OR) labor and CLINs for associated material, travel, and Other Direct Costs (ODC). As a result of this modification, the total number of hours obligated has increased by 18,392 from 11,018,886 to 11,037,278. The total amount of hours available for obligation is 23,416,523. Option hours are being exercised IAW Section H.11 and H.12 of the contract. Exercise of these hours does not increase the pool of 34,453,801 hours, which represents the cumulative amount of hours available for the life of the contract.

ii. Under paragraph c, change the RCV Army labor hours stated under FROM, from 242,688 to 276,664 and change the RCV Army labor hours stated under TO, from 242,252 to 276,167.

iii. Under paragraph d, change the RCV POR labor hours stated under the FROM and TO sections, from 350,245 to 399,280.

iv. Under paragraph e, change the RCV CEHC labor hours stated, from 5,930 to 6,662.

v. Under paragraph g, change the FMS Pakistan labor hours stated, from 10,726 to 12,227.

vi. Change paragraph 2 as follows:

From:

As a result of Modification P00062, the total number of hours obligated is increased by 16,219 from 11,018,886 to 11,035,105.

To:

As a result of Modification P00062, the total number of hours obligated has increased by 18,392 from 11,018,886 to 11,037,278.

3. Mod P00064 corrects Narrative A0064, paragraph 2, under Mod P00063 as follows:

From:

As a result of this modification, the total number of hours obligated has decreased by 61,577 from 11,035,105 to 10,973,528.

To:

As a result of this modification, the total number of hours obligated has decreased by 61,577 from 11,037,278 to 10,975,701.

4. As a result of Modification P00064, the total number of hours obligated remain unchanged at 10,975,701. The total number of hours available for obligation is 23,478,100.

5. As a result of Modification P00064, the total dollar amount of this contract remains unchanged.

6. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0065 ***

Modification P00065
Previous Contract Amount: $888,804,158.28
Amount of this Action: $ 14,087,771.18
New Contract Amount: $902,891,929.46

1. The purpose of Modification P00065 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Extend the period of performance, obligate funding and exercise Option Period 3 labor hours under CLIN 4301AA FMS Iraq OR OP 3 Labor as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4301AA	FMS IRAQ (LABOR)	$1,355,750.06	$60,463.56	$1,416,213.62	21,828

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4301AA	FMS IRAQ (LABOR)	$4,547,545.26	$188,408.59	$4,735,953.85	68,018

b. Extend the period of performance and obligate funding under CLIN 4302AA FMS Iraq OR OP 3 Material, Travel, ODC as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$2,370,607.56	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$13,138,638.51	No Fee

c. Attachment 0001, System Models and Descriptions (revision dated 07 January 2016), paragraph 1.1 is revised as follows:

From:

Cougar [4x4]: The Cougar is a medium sized mine-protected vehicle for command and control, artillery prime mover, recovery and ambulance duty. Cougar 4X4 can carry 4 troops.

To:

Cougar Family of Vehicles (FoV): The Cougar is a medium sized mine-protected vehicle for command and control, artillery prime mover, recovery and ambulance duty, and Route Clearance Operations. Cougars come in 4X4 and 6x6 configurations.

d. Attachment 0006, Performance Objectives, performance objective 6 Return to Stock (RCV and SOCOM) is suspended as of 09 February 2016. This performance objective is not needed until further notice.

e. Revise Attachment 0011, Manpower Utilization (revision dated 01 February 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

f. Attachment 0022, Performance Work Statement (revision dated 20 January 2016), paragraph C.1.1.1.1 is revised as follows:

From:

The Route Clearance Vehicles (RCV), RCV Special Purpose Equipment, EOD Vehicles, and the Explosive Hazard Pre-Detonation (EHP) Systems are managed by the Product Manager for Assured Mobility Systems (PM AMS) and Specialized Area Clearance Vehicles are managed by PM Close Combat Systems (PM CCS), See Attachment 1, Section J, Paragraph 1. Sustainment for these vehicles and integrated equipment falls under the PM AMS. The Prophet vehicle is managed by PM Intel. Prophet vehicles and integrated equipment will be supported under this PWS and IAW the sustainment support for RCV as defined in this PWS. In addition, Cougar Vehicles operated by EOD Units will be supported IAW sustainment support for RCV as defined in this PWS. For these vehicles, systems, and integrated equipment, support required provides both field and sustainment levels of maintenance (see paragraph C.1.8.1 for definitions of maintenance levels) and supply support. The majority of work required is for the rapid assessment and repair of battle damaged equipment and immediate, routine repairs of mechanical failures due to operational damage or system fatigue.

To:

The Route Clearance Vehicles (RCV), RCV Special Purpose Equipment, EOD Vehicles, and the Explosive Hazard Pre-Detonation (EHP) Systems are managed by the Product Manager for Assured Mobility Systems (PM AMS) and Specialized Area Clearance Vehicles are managed by PM Close Combat Systems (PM CCS), See Attachment 1, Section J, Paragraph 1. Sustainment for these vehicles and integrated equipment falls under the PM AMS. The Prophet vehicle is managed by PM Intel. Prophet vehicles and integrated equipment will be supported under this PWS and IAW the sustainment support for RCV as defined in this PWS. In addition, Cougar Vehicles operated by EOD and Route Clearance Units will be supported IAW sustainment support for RCV as defined in this PWS. For these vehicles, systems, and integrated equipment, support required provides both field and sustainment levels of maintenance (see paragraph C.1.8.1 for definitions of maintenance levels) and supply support. The majority of work required is for the rapid assessment and repair of battle damaged equipment and immediate, routine repairs of mechanical failures due to operational damage or system fatigue.

2. As a result of Modification P00065, the total number of hours obligated are increased by 46,190, from 10,975,701 to 11,021,891. The total number of hours available for obligation is 23,431,910.

3. As a result of Modification P00065, the total dollar amount of this contract is increased by $14,087,771.18, from $888,804,158.28 to $902,891,929.46.

	Prior	This Change	Total
Total Contract Value:	$888,804,158.28	$14,087,771.18	$902,891,929.46

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0066 ***

Modification P00066
Previous Contract Amount: $902,891,929.46
Amount of this Action: $ 3,040,694.00
New Contract Amount: $905,932,623.46

1. The purpose of Modification P00066 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Pseudo FMS Iraq (Husky) Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4501AA is established to exercise option hours:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4501AA	PSEUDO FMS IRAQ (LABOR)	$467,783.74	$21,030.95	$488,814.69	7,593

b. Pseudo FMS Iraq (Husky) Operational Readiness (OR) Option Period (OP) 3 Material, Travel, ODC CLIN 4502AA is established.

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4502AA	PSEUDO FMS IRAQ (MAT/TVL/ODC)	$2,551,879.31	No Fee

c. Change Attachment 0011, Manpower Utilization (revision dated 22 February 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase or decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00066, the total number of hours obligated are increased by 7,593, from 11,021,891 to 11,029,484. The total number of hours available for obligation is 23,424,317.

3. As a result of Modification P00066, the total dollar amount of this contract is increased by $3,040,694.00, from $902,891,929.46 to $905,932,623.46.

	Prior	This Change	Total
Total Contract Value:	$902,891,929.46	$3,040,694.00	$905,932,623.46

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0067 ***

Modification P00067
Previous Contract Amount: $905,932,623.46
Amount of this Action: $ 18,000,000.00
New Contract Amount: $923,932,623.46

1. The purpose of Modification P00067 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Extend the period of performance, obligate funding and exercise Option Period 3 labor hours under CLIN 4201AA SOCOM OR OP 3 Labor. CLIN 4201AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$6,420,567.36	$299,049.20	$6,719,616.56	107,960

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$15,015,885.37	$708,967.65	$15,724,853.02	255,945

b. Extend the period of performance and obligate funding under CLIN 4202AA SOCOM OR OP 3 Material, Travel, ODC. CLIN 4202AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$3,280,383.44	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$12,275,146.98	No Fee

c. Change Attachment 0011, Manpower Utilization (revision date 16 March 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of

Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00067, the total number of hours obligated are increased by 147,985, from 11,029,484 to 11,177,469. The total number of hours available for obligation is 23,276,332.

3. As a result of Modification P00067, the total dollar amount of this contract is increased by $18,000,000.00 from $905,932,623.46 to $923,932,623.46.

	Prior	This Change	Total
Total Contract Value:	$905,932,623.46	$18,000,000.00	$923,932,623.46

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0068 ***

Modification P00068
Previous Contract Amount: $923,932,623.46
Amount of this Action: $ 1,375,764.26
New Contract Amount: $925,308,387.72

1. The purpose of Modification P00068 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Realign funding from CLIN 1005AD RCV Buffalo OR Base Material, Travel, ODC to CLIN 1004AD - RCV Buffalo OR Base Labor. CLINs 1004AD and 1005AD are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1004AD	RCV BUFFALO (LABOR)	$139,845.53	$9,078.20	$148,923.73	2,694

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1005AD	RCV BUFFALO (MAT/TVL/ODC)	$31,996.65	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1004AD	RCV BUFFALO (LABOR)	$142,174.63	$9,078.20	$151,252.83	2,694

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1005AD	RCV BUFFALO (MAT/TVL/ODC)	$29,667.55	No Fee

b. Realign funding from CLIN 1103AJ MRAP Navy - EOR Material, Travel, ODC to CLIN 1102AJ MRAP Navy EOR Labor. CLINs 1102AJ and 11O3AJ are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1102AJ	MRAP NAVY (LABOR)	$1.31	$0.00	$1.31	19,532

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1103AJ	MRAP NAVY (MAT/TVL/ODC)	$2,541.26	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
1102AJ	MRAP NAVY (LABOR)	$43.70	$0.00	$43.70	19,532

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
1103AJ	MRAP NAVY (MAT/TVL/ODC)	$2,498.87	No Fee

c. Realign funding from fee to cost under CLIN 3001AB RCV EHP OR OP 2 Labor. CLIN 3001AB is realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AB	RCV EHP (LABOR)	$2,629,689.10	$163,217.57	$2,792,906.67	59,137

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AB	RCV EHP (LABOR)	$2,697,204.46	$158,702.21	$2,792,906.67	57,501

d. Realign funding from CLIN 3001AF RCV Husky OR OP 2 Labor to CLIN 3002AF RCV Husky OR OP 2 Material, Travel, ODC. CLINs 3001AF and 3002AF are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AF	RCV HUSKY (LABOR)	$20,707.48	$2,274.42	$22,981.90	824

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AF	RCV HUSKY (MAT/TVL/ODC)	$50,535.06	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AF	RCV HUSKY (LABOR)	$19,629.58	$2,274.42	$21,904.00	824

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AF	RCV HUSKY (MAT/TVL/ODC)	$51,612.96	No Fee

e. Realign $1,760.00 from CLIN 3001AK USMC RCV Husky OR OP 2 Labor to CLIN 3002AK USMC RCV Husky OR OP 2 Material, Travel, ODC and obligate an additional $5,810.96 to CLIN 3002AK. CLINs 3001AK and 3002AK are changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AK	USMC RCV HUSKY (LABOR)	$2,822.40	$220.80	$3,043.20	80

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AK	USMC RCV HUSKY (MAT/TVL/ODC)	$6,880.31	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3001AK	USMC RCV HUSKY (LABOR)	$1,062.40	$220.80	$1,283.20	80

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3002AK	USMC RCV HUSKY (MAT/TVL/ODC)	$14,451.27	No Fee

f. Realign funding from CLIN 4302AA FMS Iraq OR OP 3 Material, Travel, ODC to CLIN 4301AA FMS Iraq OR OP 3 Labor. CLINs 4301AA and 4302AA are realigned as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4301AA	FMS IRAQ (LABOR)	$4,547,545.26	$188,408.59	4,735,953.85	68,018

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$13,138,638.51	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4301AA	FMS IRAQ (LABOR)	$4,552,768.56	$188,408.59	$4,741,177.15	68,018

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$13,133,415.21	No Fee

g. RCV ARCENT Kuwait OR OP 3 Labor CLIN 4001AK is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AK	RCV ARCENT KUWAIT (LABOR)	$433,705.38	$23,747.92	$457,453.30	8,573

h. RCV ARCENT Kuwait OR OP 3 Material, Travel, ODC CLIN 4002AK is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AK	RCV ARCENT KUWAIT (MAT/TVL/ODC)	$912,500.00	No Fee

i. Attachment 0001 System Models and Descriptions, revision dated 11 April 2016, paragraph 1.3 is changed as follows:

From:

1.3. Specialized Area Clearance/Limited Systems (Afghanistan)
Basic services and repairs will be provided to maintain Area Clearance end items. Area Clearance vehicles operate primarily in Afghanistan.. Service support for Area Clearance equipment entails basic automotive maintenance sufficient to keep such equipment operational. Currently, all Area Clearance systems are temporary niche systems supported by commercial manuals. Repair parts will be purchased by the contractor directly from OEM providers. Systems include:

Hydrema Flail: Danish manufactured heavy mine-clearing truck utilizing a system of 72 rotating mace-like chains with hammer ends (approximately 36 systems).

Aardvark Flail: Mine-threshing truck which utilizes the mace-flail system to clear areas by surfacing, neutralizing, or detonating ground mines (three systems).

Berm Sifter: A Case-manufactured front-end bucket loader equipped with a rotor berm cleaner implement (seven systems).

To:

1.3. Specialized Area Clearance/Limited Systems
Basic services and repairs will be provided to maintain Area Clearance end items. Area Clearance vehicles operate primarily in Afghanistan.. Service support for Area Clearance equipment entails basic automotive maintenance sufficient to keep such equipment operational. Currently, all Area Clearance systems are temporary niche systems supported by commercial manuals. Repair parts will be purchased by the contractor directly from OEM providers. Systems include:

Hydrema Flail: Danish manufactured heavy mine-clearing truck utilizing a system of 72 rotating mace-like chains with hammer ends (approximately 36 systems).

Aardvark Flail: Mine-threshing truck which utilizes the mace-flail system to clear areas by surfacing, neutralizing, or detonating ground mines (three systems).

Berm Sifter: A Case-manufactured front-end bucket loader equipped with a rotor berm cleaner implement (seven systems).

Dozer: Utilized for Area Clearance and Route Clearance Sanitation mission, removing debris from roads. Some of these combat engineering vehicles combine the earth moving capabilities of the bulldozer with armor which protects the vehicle and its operator in or near combat.

Loaders: Utilized for Area Clearance and Route Clearance Sanitation mission, removing debris from roads. Some of these combat engineering vehicles combine the earth moving capabilities with armor which protects the vehicle and its operator in or near combat.

j. Change Attachment 0011, Manpower Utilization (revision dated 22 April 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

k. Attachment 0022 Performance Work Statement (PWS), revision dated 20 January 2016, is changed to add customers HST, CEHC, FMS Iraq,

Korea, and Egypt to paragraphs C.1.3.2, C.1.8.3, C.1.14.2.3, C.1.14.3.1.4, and C.1.14.3.1.5.

l. Exhibit A Contract Data Requirements List (CDRLS), revision dated 04 April 2016, is changed to updated the distribution list under paragraph 14 and add customers HST, CEHC, FMS Iraq, Korea, and Egypt to CDRLs A003, A006, A008, A015, A020, and A021 .

2. As a result of Modification P00068, the total number of hours obligated are increased by 6,937, from 11,177,469 to 11,184,406. The total number of hours available for obligation is 23,269,395.

3. As a result of Modification P00068, the total dollar amount of this contract is increased by $1,375,764.26 from $923,932,623.46 to $925,308,387.72.

	Prior	This Change	Total
Total Contract Value:	$923,932,623.46	$1,375,764.26	$925,308,387.72

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0069 ***

Modification P00069
Previous Contract Amount: $925,308,387.72
Amount of this Action: $ 2,088,210.95
New Contract Amount: $927,396,598.67

1. The purpose of Modification P00069 to contract W56HZV-12-C-0127 is to incorporate the following:

a. RCV ARCENT Egypt OR OP 3 Labor CLIN 4001AL is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AL	RCV ARCENT EGYPT (LABOR)	$65,275.69	$3,549.97	$68,825.66	1,282

b. RCV ARCENT Egypt OR OP 3 Material, Travel, ODC CLIN 4002AL is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AL	RCV ARCENT EGYPT (MAT/TVL/ODC)	$89,004.34	No Fee

c. FMS Egypt OR OP 3 Labor CLIN 4601AA is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4601AA	FMS EGYPT (LABOR)	$520,710.58	$28,975.97	$549,686.55	10,461

d. FMS Egypt OR OP 3 Material, Travel, ODC CLIN 4602AA is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4602AA	FMS EGYPT (MAT/TVL/ODC)	$1,380,694.40	No Fee

e. Change Attachment 0006 - Applicable Publications (revision dated 20 May 2016), paragraph 7, to add FMS Egypt Technical Inspection and Repair Requirements (FMS Case Support EG-B-VGQ).

f. Change Attachment 0011, Manpower Utilization (revision dated 20 May 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the "Total Staffing Authorization" column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

g. Attachment 0022 Performance Work Statement (PWS), revision dated 20 May 2016, makes changes to the following sections:

C.1.
C.1.1.2.2.3.
C.1.1.2.2.4.
C.1.1.2.2.5.

C.1.1.3.2.1.
C.1.1.3.6.
C.1.6.
C.1.8.1.2.
C.1.8.1.4.
C.1.8.1.5.
C.1.8.2.
C.1.10.
C.11.
C.12.
C.1.12.1.1.2.
C.1.12.1.1.2.2.

h. Attachment 0022 Performance Work Statement (PWS), revision dated 20 May 2016, incorporates the following sections:

C.1 (Task Force Sinai (U.S. Army) Multi-National Force and Observers and FMS Egypt Case EG-B-VGQ)
C.1.1.2.2.6.
C.1.1.2.2.6.1.
C.1.1.2.2.7.
C.1.1.2.2.7.1.
C.1.1.2.2.7.2.
C.1.1.2.2.7.3.
C.1.1.2.2.7.4.
C.1.1.5.
C.1.5.7.
C.1.6.1.1.2.
C.1.8.6.5.
C.1.9.1.7.
C.1.9.8.3.
C.1.10.1.2.
C.1.10.3.
C.1.10.4.
C.1.10.5.
C.1.10.6.

2. As a result of Modification P00069, the total number of hours obligated are increased by 11,743, from 11,184,406 to 11,196,149. The total number of hours available for obligation is 23,257,652.

3. As a result of Modification P00069, the total dollar amount of this contract is increased by $2,088,210.95 from $925,308,387.72 to $927,396,598.67.

	Prior	This Change	Total
Total Contract Value:	$925,308,387.72	$2,088,210.95	$927,396,598.67

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0070 ***

Modification P00070
Previous Contract Amount: $927,396,598.67
Amount of this Action: $ 2,613,752.56
New Contract Amount: $930,010,351.23

1. The purpose of Modification P00070 to contract W56HZV-12-C-0127 is to incorporate the following:

a. RCV ARCENT Iraq Operation Readiness (OR) Option Period (OP) 3 Labor CLIN 4001AM is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AM	RCV ARCENT IRAQ (LABOR)	$726,762.00	$33,990.56	$760,752.56	12,271

b. RCV ARCENT Iraq Operation Readiness (OR) Option Period (OP)3 Material, Travel, ODC CLIN 4002AM is established:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AM	RCV ARCENT IRAQ (MAT/TVL/ODC)	$1,853,000.00	No Fee

c. Change Attachment 0011, Manpower Utilization (revision dated 21 May 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00070, the total number of hours obligated are increased by 12,271, from 11,196,149 to 11,208,420. The total number of hours available for obligation is 23,245,381.

3. As a result of Modification P00070, the total dollar amount of this contract is increased by $2,613,752.56 from $927,396,598.67 to $930,010,351.23.

	Prior	This Change	Total
Total Contract Value:	$927,396,598.67	$2,613,752.56	$930,010,351.23

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0071 ***

Modification P00071
Previous Contract Amount: $930,010,351.23
Amount of this Action: $ 0.00
New Contract Amount: $930,010,351.23

1. The purpose of Modification P00071 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Pseudo FMS Iraq (Husky) Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4501AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4501AA	PSEUDO FMS IRAQ (LABOR)	$467,783.74	$21,030.95	$488,814.69	7,593

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4501AA	PSEUDO FMS IRAQ (LABOR)	$475,800.05	$25,167.67	$500,967.72	9,087

b. Pseudo FMS Iraq (Husky) Operational Readiness (OR) Option Period (OP) 3 Material, Travel, ODC CLIN 4502AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4502AA	PSEUDO FMS IRAQ (MAT/TVL/ODC)	$2,551,879.31	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4502AA	PSEUDO FMS IRAQ (MAT/TVL/ODC)	$2,539,726.28	No Fee

c. Change Attachment 00009, Government Furnished Property (GFP), revision dated 01 June 2016, to update GFP inventory listings at Sierra Army Depot and Letterkenny Army Depot.

d. Change Attachment 0011, Manpower Utilization (revision dated 01 June 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents

the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00071, the total number of hours obligated are increased by 1,494, from 11,208,420 to 11,029,914. The total number of hours available for obligation is 23,243,887.

3. As a result of Modification P00071, the total dollar amount of this contract remains unchanged.

	Prior	This Change	Total
Total Contract Value:	$930,010,351.23	$0.00	$930,010,351.23

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0072 ***

Modification P00072
Previous Contract Amount: $930,010,351.23
Amount of this Action: $ 183,067.13
New Contract Amount: $930,193,418.36

1. The purpose of Modification P00072 to contract W56HZV-12-C-0127 is to incorporate the following:

a. The CLIN title under CLIN 4001AK RCV ARCENT Kuwait OR OP 3 Labor is changed to RCV ARCENT Kuwait (ONS-16-21057) OR OP 3 Labor. The CLIN title under CLIN 4002AK RCV ARCENT Kuwait OR OP 3 Material, Travel, ODC is changed to RCV ARCENT Kuwait (ONS-16-21057) OR OP 3 Material, Travel, ODC.

b. RCV ARCENT Iraq Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4001AM is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AM	RCV ARCENT IRAQ (LABOR)	$726,762.00	$33,990.56	$760,752.56	12,271

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AM	RCV ARCENT IRAQ (LABOR)	$662,871.02	$31,324.49	$694,195.51	11,309

c. RCV ROLLER OR OP 3 Material, Travel, ODC CLIN 4002AB is changed as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AB	RCV ROLLER (MAT/TVL/ODC)	$1,249,421.36	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AB	RCV ROLLER (MAT/TVL/ODC)	$2,124,421.36	No Fee

d. RCV ARCENT Kuwait (ONS-16-21057) OR OP 3 Material, Travel, ODC CLIN 4002AK is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AK	RCV ARCENT KUWAIT (MAT/TVL/ODC)	$912,500.00	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AK	RCV ARCENT KUWAIT (MAT/TVL/ODC)	$1,360,500.00	No Fee

e. RCV ARCENT Iraq OR OP 3 Material, Travel, ODC CLIN 4002AM is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AM	RCV ARCENT IRAQ (MAT/TVL/ODC)	$1,853,000.00	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AM	RCV ARCENT IRAQ (MAT/TVL/ODC)	$779,624.18	No Fee

f. SOCOM OR OP 3 Labor CLIN 4201AA is changed as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$15,015,885.37	$708,967.65	$15,724,853.02	255,945

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$15,015,279.07	$709,573.95	$15,724,853.02	256,164

g. The period of performance end date under CLIN 4001AB - RCV Roller - OR OP 3 Labor and CLIN 4002AB - OR OP 3 Material, Travel, ODC are changed from 01 November 2016 to 14 November 2016.

h. Change Attachment 0011, Manpower Utilization (revision dated 15 July 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by contract paragraph C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00072, the total number of hours obligated are decreased by 743, from 11,029,914 to 11,029,171. The total number of hours available for obligation is 23,244,630.

3. As a result of Modification P00072, the total dollar is decreased by $183,067.13, from $930,010,351.23 to $930,193,418.36.

	Prior	This Change	Total
Total Contract Value:	$930,010,351.23	$183,067.13	$930,193,418.36

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0073 ***

Modification P00073
Previous Contract Amount: $930,193,418.36
Amount of this Action: $ 4,676,941.79
New Contract Amount: $934,870,360.15

1. The purpose of Modification P00073 to contract W56HZV-12-C-0127 is to incorporate the following:

a. RCV ARCENT Kuwait (ONS-16-21504) Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4001AN and RCV ARCENT Kuwait (ONS-16-21577) OR OP 3 Labor CLIN 4001AP are established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AN	RCV ARCENT KUWAIT (ONS-16-21504) (LABOR)	$84,251.58	$3,950.62	$88,202.20	1,427

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AP	RCV ARCENT KUWAIT (ONS-16-21577) (LABOR)	$247,415.22	$12,735.21	$260,150.43	4,598

b. RCV ARCENT Kuwait (ONS-16-21504) OR OP 3 Material, Travel, ODC CLIN 4002AN and RCV ARCENT Kuwait (ONS-16-21577) OR OP 3 Material, Travel, ODC CLIN 4002AP are established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AN	RCV ARCENT KUWAIT (ONS-16-21504) (MAT/TVL/ODC)	$216,441.40	No Fee

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AP	RCV ARCENT KUWAIT (ONS-16-21577) (MAT/TVL/ODC)	$440,547.84	No Fee

c. SOCOM OR OP 3 Labor CLIN 4201AA is changed as a result of the option hours being exercised:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$15,015,279.07	$709,573.95	$15,724,853.02	256,164

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$21,566,741.08	$1,027,654.75	$22,594,395.83	370,995

d. SOCOM OR OP 3 Material, Travel, ODC CLIN 4202AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$12,275,146.98	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$7,127,204.09	No Fee

e. Pseudo FMS Iraq OR OP 3 Labor CLIN 4501AA is changed as a result of the option hours being exercised:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4501AA	PSEUDO FMS IRAQ (LABOR)	$475,800.05	$25,157.67	$500,967.72	9,087

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4501AA	PSEUDO FMS IRAQ (LABOR)	$596,425.73	$26,436.05	$622,861.78	9,545

f. Pseudo FMS Iraq OR OP 3 Material, Travel, ODC CLIN 4502AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4502AA	PSEUDO FMS IRAQ (MAT/TVL/ODC)	$2,539,726.28	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4502AA	PSEUDO FMS IRAQ (MAT/TVL/ODC)	$4,367,832.22	No Fee

g. Change Attachment 0009, Government Furnished Property (GFP), revision dated 04 August 2016, to add Buffalo Bar Armor and Panther POR Engines.

h. Change Attachment 0011, Manpower Utilization (revision dated 08 August 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00073, the total number of hours obligated are increased by 121,314, from 11,029,171 to 11,330,485. The

total number of hours available for obligation is 23,123,316.

3. As a result of Modification P00073, the total dollar is increased by $4,676,941.79, from $930,010,351.23 to $934,870,360.15.

	Prior	This Change	Total
Total Contract Value:	$930,010,351.23	$4,676,941.79	$934,870,360.15

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0074 ***

Modification P00074
Previous Contract Amount: $934,870,360.15
Amount of this Action: $ 0.00
New Contract Amount: $934,870,360.15

1. The purpose of Modification P00074 to contract W56HZV-12-C-0127 is to incorporate the following:

a. SOCOM Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4201AA is changed as a result of the option hours being exercised:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$21,566,741.08	$1,027,654.75	$22,594,395.83	370,995

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4201AA	SOCOM (LABOR)	$21,848,663.75	$1,051,186.68	$22,899,850.43	379,491

b. SOCOM OR OP 3 Material, Travel, ODC CLIN 4202AA is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$7,127,204.09	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4202AA	SOCOM (MAT/TVL/ODC)	$6,821,749.49	No Fee

c. Change Attachment 0011, Manpower Utilization (revision dated 23 August 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00074, the total number of hours obligated are increased by 8,496, from 11,330,485 to 11,338,981. The total number of hours available for obligation is 23,114,820.

3. As a result of Modification P00074, the total dollar amount of this contract remains unchanged.

	Prior	This Change	Total
Total Contract Value:	$934,870,360.15	$0.00	$934,870,360.15

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0075 ***

Modification P00075
Previous Contract Amount: $934,870,360.15
Amount of this Action: $ 342,787.32
New Contract Amount: $935,213,147.47

1. The purpose of Modification P00075 to contract W56HZV-12-C-0127 is to incorporate the following:

a. RCV ARCENT Kuwait (ONS-16-21585) Operational Readiness (OR) Option Period (OP) 3 Labor CLIN 4001AQ is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AQ	RCV ARCENT KUWAIT (ONS-16-21585) (LABOR)	$116,815.84	$5,871.48	$122,687.32	1,934

b. RCV ARCENT Kuwait (ONS-16-21585) OR OP 3 Material, Travel is established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AQ	RCV ARCENT KUWAIT (ONS-16-21585) (MAT/TVL/ODC)	$220,100.00	No Fee

c. Change Attachment 0011, Manpower Utilization (revision dated 13 September 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

2. As a result of Modification P00075, the total number of hours obligated are increased by 1,934, from 11,338,981 to 11,340,915. The total number of hours available for obligation is 23,112,886.

3. As a res ult of Modification P00075, the total dollar amount of this contract remains unchanged.

	Prior	This Change	Total
Total Contract Value:	$934,870,360.15	$342,787.32	$935,213,147.47

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0076 ***

Modification P00076
Previous Contract Amount: $935,213,147.47
Amount of this Action: $ 0.00
New Contract Amount: $935,213,147.47

1. The purpose of Modification P00076 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change the following RCV, MRAP, FMS Iraq, FMS Pakistan, and FMS Egypt Operational Readiness (OR) Option Period (OP) 3 Labor CLINs as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4001AA	RCV ARMY	$16,571,802.66	$ 764,983.36	$17,336,786.02	276,167
4001AB	RCV ROLLER	$ 268,183.20	$ 21,362.24	$ 289,545.44	7,712
4001AE	RCV POR	$14,624,432.28	$1,106,004.29	$15,730,436.57	350,245
4101AB	MRAP AF	$ 4,519,786.91	$ 242,260.10	$ 4,762,047.01	87,549
4301AA	FMS IRAQ	$ 4,552,768.56	$ 188,408.59	$ 4,741,177.15	68,018
4401AA	FMS PAKISTAN	$ 1,262,918.04	$ 33,869.30	$ 1,296,787.34	10,725
4601AA	FMS EGYPT	$ 520,710.58	$ 28,975.97	$ 549,686.55	10,461

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS

4001AA	RCV ARMY	$16,171,802.66	$ 764,983.36	$16,936,786.02	276,167
4001AB	RCV ROLLER	$ 368,183.20	$ 21,362.24	$ 389,545.44	7,712
4001AE	RCV POR	$13,624,432.28	$1,106,004.29	$14,730,436.57	350,245
4101AB	MRAP AF	$ 4,469,786.91	$ 242,260.10	$ 4,712,047.01	87,549
4301AA	FMS IRAQ	$ 3,802,768.56	$ 188,408.59	$ 3,991,177.15	68,018
4401AA	FMS PAKISTAN	$ 1,162,918.04	$ 33,869.30	$ 1,196,787.34	10,725
4601AA	FMS EGYPT	$ 390,710.58	$ 28,975.97	$ 419,686.55	10,461

b. Change the following RCV, MRAP, FMS Iraq, FMS Pakistan, and FMS Egypt OR OP 3 Material, Travel, Other Direct Cost (ODC) CLINs as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AA	RCV ARMY	$ 4,515,676.72	No Fee
4002AB	RCV ROLLER	$ 2,124,421.36	No Fee
4002AE	RCV POR	$ 3,649,550.88	No Fee
4102AB	MRAP AF	$ 1,365,248.57	No Fee
4302AA	FMS IRAQ	$13,133,415.21	No Fee
4402AA	FMS PAKISTAN	$ 783,763.59	No Fee
4602AA	FMS EGYPT	$ 1,380,694.40	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4002AA	RCV ARMY	$ 4,915,676.72	No Fee
4002AB	RCV ROLLER	$ 2,024,421.36	No Fee
4002AE	RCV POR	$ 4,649,550.88	No Fee
4102AB	MRAP AF	$ 1,415,248.57	No Fee
4302AA	FMS IRAQ	$13,883,415.21	No Fee
4402AA	FMS PAKISTAN	$ 883,763.59	No Fee
4602AA	FMS EGYPT	$ 1,510,694.40	No fee

c. Change Attachment 0022 Performance Work Statement (PWS) paragraph C.1.1.2.2.6. Task Force SINAI (U.S. Army) Multi-National Force and Observers, as follows:

From:

The contractor shall provide level of effort support for 19 each MRAP All-Terrain Vehicles (M-ATV), 2 each Maxx Pro Ambulance vehicles and 6 each Sparks II Mine Rollers; remotely, on-site, and flyaway Maintenance and on the Job Training (OJT) to Task Force (TF) Sinai, Multi-National Force and Observers maintenance team, in El Gora, Egypt.

To:

The contractor shall provide level of effort support for 19 each MRAP All-Terrain Vehicles (M-ATV), 2 each Maxx Pro Ambulance vehicles, 2 each Panther vehicles and 6 each Sparks II Mine Rollers; remotely, on-site, and flyaway Maintenance and on the Job Training (OJT) to Task Force (TF) Sinai, Multi-National Force and Observers maintenance team, in El Gora, Egypt.

2. As a result of Modification P00076, the total number of hours obligated remains unchanged. The total number of hours available for obligation is 23,112,886.

3. As a result of Modification P00076, the total dollar amount of this contract remains unchanged.

	Prior	This Change	Total
Total Contract Value:	$935,213,147.47	$0.00	$935,213,147.47

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0077 ***

Modification P00077
Previous Contract Amount: $ 935,213,147.47

Amount of this Action: $ 79,053,044.63
New Contract Amount: $1,014,266,192.10

1. The purpose of Modification P00077 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 31 October 2016) to reflect the Option Period 4 exercise of personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. The Period of Performance for Option Period 4 is from 15 November 2016 through 14 September 2017.

c. The following Operational Readiness (OR) Option Period (OP) 4 Labor CLINs as established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
5001AA	RCV ARMY	$ 6,867,369.33	$ 315,274.67	$ 7,182,644.00	113,002
5001AB	RCV ROLLERS	$ 365,169.03	$ 21,073.83	$ 386,242.86	7,554
5001AE	RCV POR	$15,782,026.84	$1,060,986.09	$16,843,012.93	380,282
5001AG	RCV CEH	$ 41,234.80	$ 2,950.34	$ 44,185.14	1,058
5001AJ	RCV CEHC	$ 49,053.81	$ 3,575.44	$ 52,629.25	1,282
5001AK	RCV ARCENT KUWAIT (ONS-16-21057)	$ 307,832.51	$ 14,940.45	$ 322,772.96	5,355
5001AL	RCV ARCENT EGYPT (ONS-15-20984)	$ 149,821.66	$ 6,914.85	$ 156,736.51	2,479
5001AM	RCV ARCENT IRAQ (ONS-16-21191)	$ 533,255.45	$ 23,489.57	$ 556,745.02	8,420
5001AN	RCV ARCENT KUWAIT (ONS-16-21504)	$ 56,615.02	$ 2,671.12	$ 59,286.14	958
5001AP	RCV ARCENT KUWAIT (ONS-16-21577)	$ 200,707.57	$ 8,861.03	$ 209,568.60	3,176
5001AQ	RCV ARCENT KUWAIT (ONS-16-21585)	$ 628,731.81	$ 26,907.08	$ 655,638.89	9,645
5101AA	MRAP ARMY	$ 2,483,576.87	$ 106,443.92	$ 2,590,020.79	38,152
5101AB	MRAP AIR FORCE	$ 3,238,366.48	$ 174,499.19	$ 3,412,865.67	62,545
5201AA	SOCOM	$ 9,127,376.44	$ 415,238.80	$ 9,542,615.24	148,832
5301AA	FMS IRAQ	$ 1,496,194.19	$ 57,292.83	$ 1,553,487.02	20,534
5401AA	PSEUDO FMS PAKISTAN (BUFFALO)	$ 1,384,206.86	$ 32,401.01	$ 1,416,607.87	11,614
5501AA	PSEUDO FMS IRAQ (HUSKY)	$ 1,645,800.77	$ 64,910.23	$ 1,710,711.00	25,054
5601AA	FMS EGYPT	$ 328,479.99	$ 13,677.70	$ 342,157.69	4,903
5701AA	PSEUDO FMS PAKISTAN (MRAP)	$ 2,240,065.47	$ 55,087.69	$ 2,295,153.16	19,745

d. The following Operational Readiness (OR) Option Period (OP) 4 Material, Travel, Other Direct Cost (ODC) CLINs as established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
5002AA	RCV ARMY	$ 417,356.00	No Fee
5002AB	RCV ROLLERS	$ 876,000.00	No Fee
5002AE	RCV POR	$6,959,717.00	No Fee
5002AG	RCV CEH	$ 42,050.00	No Fee
5002AJ	RCV CEHC	$ 23,370.75	No Fee
5002AK	RCV ARCENT KUWAIT (ONS-16-21057)	$ 210,651.04	No Fee
5002AL	RCV ARCENT EGYPT (ONS-15-20984)	$ 103,300.00	No Fee
5002AM	RCV ARCENT IRAQ (ONS-16-21191)	$ 201,450.98	No Fee
5002AN	RCV ARCENT KUWAIT (ONS-16-21504)	$ 106,652.85	No Fee
5002AP	RCV ARCENT KUWAIT (ONS-16-21577)	$ 216,776.40	No Fee
5002AQ	RCV ARCENT KUWAIT (ONS-16-21585)	$ 618,314.65	No Fee
5102AA	MRAP ARMY	$ 511,076.98	No Fee
5102AB	MRAP AIR FORCE	$1,221,445.31	No Fee
5202AA	SOCOM	$3,607,384.76	No Fee
5302AA	FMS IRAQ	$3,466,191.81	No Fee
5402AA	PSEUDO FMS PAKISTAN (BUFFALO)	$1,019,150.00	No Fee
5502AA	PSEUDO FMS IRAQ (HUSKY)	$4,952,614.00	No Fee
5602AA	FMS EGYPT	$ 727,461.36	No Fee
5702AA	PSEUDO FMS PAKISTAN (MRAP)	$4,439,000.00	No Fee

e. Attachment 0001 System Models and Descriptions, revision dated 03 October 2016, paragraph 1.3 is changed to add Dozers and Loaders. Paragraph 5 is changed to add Dozers, Loaders, Cougar Family of Vehicles (FoV) and Vehicle-Mounted Mine Detection (VMMD) Husky System. Paragraphs 5, 6, 7, and 8 are added to identify the vehicles supported under each FMS case under this contract.

f. The following paragraphs under Attachment 0022 Performance Work Statement (PWS), revision dated 02 November 2016, are changed:
C.1.
C.1.1.2.2.3.
C.1.1.2.2.5.
C.1.1.2.2.7.1.4.
C.1.1.2.2.8.
C.1.1.3.2.1.
C.1.1.3.6.
C.1.1.6.
C.1.4.5.
C.1.5.6.
C.1.9.1.8.
C.1.10.
C.1.10.1.2.
C.1.10.6.

g. Change clause 5152.225-5908 - Government Furnished Contractor Support, to add Dwyer as a provided service location.

2. As a result of Modification P00077, the total number of hours obligated are increased by 864,590, from 11,340,915 to 12,205,505. The total number of hours available for obligation is 22,248,296.

3. As a result of Modification P00077, the total dollar amount of this contract is changed as follows:

	Prior	This Change	Total
Total Contract Value:	$935,213,147.47	$79,053,044.63	$1,014,266,192.10

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0078 ***

Modification P00078
Previous Contract Amount: $1,014,266,192.10
Amount of this Action: $ 0.00
New Contract Amount: $1,014,266,192.10

1. The purpose of Modification P00078 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 18 November 2016) to reflect the Option Period 4 exercise of personnel. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. The Period of Performance under CLIN 5301AA FMS Iraq Operational Readiness (OR) Option Period (OP) 4 Labor and CLIN 5302AA FMS Iraq OR OP 4 Material, Travel, ODC, is changed as follows:

From:

Period of Performance: 15 November 2016 through 30 November 2016

To:

Period of Performance: 15 November 2016 through 28 February 2017

2. As a result of Modification P00078, the total number of hours obligated remain unchanged. The total number of hours available for obligation is 22,248,296.

3. As a result of Modification P00078, the total dollar amount of this contract remains unchanged.

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0079 ***

Modification P00079
Previous Contract Amount: $1,014,266,192.10
Amount of this Action: $ 7,786,653.25
New Contract Amount: $1,022,052,845.35

1. The purpose of Modification P00079 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 21 November 2016) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. CLIN 5001AH RCV FORSCOM Operational Readiness (OR) Option Period (OP) 4 Labor, is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
5001AH	RCV FORSCOM (LABOR)	$1,284,010.38	$92,665.77	$1,376,676.15	33,214

c. CLIN 5002AH RCV FORSCOM OR OP 4 Material, Travel, Other Direct Cost (ODC), is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
5002AH	RCV FORSCOM (MAT/TVL/ODC)	$498,380.00	No Fee

d. The following RCV ARCENT OR OP 4 Labor CLINs are changed to extend the period of performance, obligate funding and exercise Option Period 4 labor hours as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5001AK	RCV ARCENT KUWAIT (ONS-16-21057)	$307,832.51	$14,940.45	$322,772.96	5,355	15 NOV 2016 - 28 FEB 2017
5001AM	RCV ARCENT IRAQ (ONS-16-21191)	$533,255.45	$23,489.57	$556,745.02	8,420	15 NOV 2016 - 28 FEB 2017
5001AN	RCV ARCENT KUWAIT (ONS-16-21504)	$ 56,615.02	$ 2,671.12	$ 59,286.14	958	15 NOV 2016 - 31 JAN 2017
5001AP	RCV ARCENT KUWAIT (ONS-16-21577)	$200,707.57	$ 8,861.03	$209,568.60	3,176	15 NOV 2016 - 31 JAN 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5001AK	RCV ARCENT KUWAIT (ONS-16-21057)	$1,327,626.16	$64,435.45	$1,392,061.61	23,096	15 NOV 2016 - 14 SEP 2017
5001AM	RCV ARCENT IRAQ (ONS-16-21191)	$2,182,511.67	$96,138.27	$2,278,649.94	34,459	15 NOV 2016 - 14 SEP 2017
5001AN	RCV ARCENT KUWAIT (ONS-16-21504)	$ 226,878.71	$10,704.25	$ 237,582.96	3,837	15 NOV 2016 - 14 SEP 2017
5001AP	RCV ARCENT KUWAIT (ONS-16-21577)	$ 812,917.13	$35,889.45	$ 848,806.58	12,864	15 NOV 2016 - 14 SEP 2017

e. The following RCV ARCENT OR OP 4 Material, Travel, ODC CLINs are changed to extend the period of performance and obligate funding as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5002AK	RCV ARCENT KUWAIT (ONS-16-21057)	$210,651.04	No Fee	15 NOV 2016 - 28 FEB 2017
5002AM	RCV ARCENT IRAQ (ONS-16-21191)	$201,450.98	No Fee	15 NOV 2016 - 28 FEB 2017
5002AN	RCV ARCENT KUWAIT (ONS-16-21504)	$106,652.85	No Fee	15 NOV 2016 - 31 JAN 2017
5002AP	RCV ARCENT KUWAIT (ONS-16-21577)	$216,776.40	No Fee	15 NOV 2016 - 31 JAN 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5002AK	RCV ARCENT KUWAIT (ONS-16-21057)	$908,500.00	No Fee	15 NOV 2016 - 14 SEP 2017
5002AM	RCV ARCENT IRAQ (ONS-16-21191)	$824,500.00	No Fee	15 NOV 2016 - 14 SEP 2017
5002AN	RCV ARCENT KUWAIT (ONS-16-21504)	$427,400.00	No Fee	15 NOV 2016 - 14 SEP 2017
5002AP	RCV ARCENT KUWAIT (ONS-16-21577)	$878,000.00	No Fee	15 NOV 2016 - 14 SEP 2017

f. Change Attachment 0001 - System Models and Descriptions (revised 05 Dec 2016), paragraph 1.3 and 5 to add Mine Clearing Line Charge (MCLC) language.

2. As a result of Modification P00079, the total number of hours obligated are increased by 89,561, from 12,205,505 to 12,295,066. The total number of hours available for obligation is 22,158,735.

3. As a result of Modification P00079, the total dollar amount of this contract is increased by $7,786,653.25 from $1,014,266,192.10 to $1,022,052,845.35.

	Prior	This Change	Total
Total Contract Value:	$1,014,266,192.10	$7,786,653.25	$1,022,052,845.35

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0080 ***

Modification P00080
Previous Contract Amount: $1,022,052,845.35
Amount of this Action: $ 277,483.49
New Contract Amount: $1,022,330,328.84

1. The purpose of Modification P00080 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 09 January 2017) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. CLIN 5001AJ RCV CEHC Operational Readiness (OR) Option Period (OP) 4 Labor, is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE	
5001AJ	RCV CEHC (LABOR)	$49,053.81	$3,575.44	$52,629.25	1,282	15 Nov 2016	15 Jan 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE	
5001AJ	RCV CEHC (LABOR)	$230,803.82	$16,821.02	$247,624.84	6,030	14 Nov 2016	14 Sep 2017

c. CLIN 5002AJ RCV CEHC OR OP 4 Material, Travel, Other Direct Cost (ODC), is established for the option hours being exercised:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE	
5002AJ	RCV CEHC (MAT/TVL/ODC)	$23,370.75	No Fee	15 Nov 2016	15 Jan 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE	
5002AJ	RCV CEHC (MAT/TVL/ODC)	$105,858.65	No Fee	14 Nov 2016	14 Sep 2017

2. As a result of Modification P00080, the total number of hours obligated are increased by 4,748, from 12,295,066 to 12,299,814. The total number of hours available for obligation is 22,153,987.

3. As a result of Modification P00080, the total dollar amount of this contract is increased by $277,483.49 from $1,022,052,845.35 to $1,022,330,328.84.

	Prior	This Change	Total
Total Contract Value:	$1,022,052,845.35	$277,483.49	$1,022,330,328.84

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0081 ***

Modification P00081
Previous Contract Amount: $1,022,330,328.84
Amount of this Action: $ 7,977,234.12
New Contract Amount: $1,030,307,562.96

1. The purpose of Modification P00081 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 24 January 2017) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. CLIN 4601AA FMS Egypt Operational Readiness (OR) Option Period (OP) 3 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4601AA	FMS EGYPT (LABOR)	$390,710.58	$28,975.97	$419,686.55	10,461

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
4601AA	FMS EGYPT (LABOR)	$347,561.60	$27,124.94	$374,686.35	9,793

c. CLIN 4602AA FMS Egypt OR OP 3 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4602AA	FMS EGYPT (MAT/TVL/ODC)	$1,510,694.40	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4602AA	FMS EGYPT (MAT/TVL/ODC)	$1,205,694.40	No Fee

d. CLIN 5001AA RCV ARMY OR OP 4 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5001AA	RCV ARMY (LABOR)	$6,867,369.33	$315,274.67	$7,182,644.00	113,002	15 NOV 2016 30 APR 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5001AA	RCV ARMY (LABOR)	$12,765,808.51	$611,039.84	$13,376,848.36	219,012	15 NOV 2016 14 SEP 2017

e. CLIN 5002AA RCV ARMY OR OP 4 Material, Travel, ODC is changed as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5002AA	RCV ARMY (MAT/TVL/ODC)	$417,356.00	No Fee	15 NOV 2016 30 APR 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE

5002AA RCV ARMY (MAT/TVL/ODC) $1,053,706.23 No Fee 15 NOV 2016 14 SEP 2017

f. CLIN 5601AA FMS Egypt OR OP 4 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5601AA	FMS EGYPT (LABOR)	$328,479.99	$13,677.70	$342,157.69	4,903	15 NOV 2016 15 FEB 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5601AA	FMS EGYPT (LABOR)	$655,093.01	$32,417.74	$687,510.75	11,620	15 NOV 2016 14 SEP 2017

g. CLIN 5602AA FMS Egypt OR OP 4 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5602AA	FMS EGYPT (MAT/TVL/ODC)	$727,461.36	No Fee	15 NOV 2016 15 FEB 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5602AA	FMS EGYPT (MAT/TVL/ODC)	$1,744,108.30	No Fee	15 NOV 2016 14 SEP 2017

h. CLIN 5801AA FMS Korea OR OP 4 Labor is established for the option hours being exercised:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
5801AA	FMS KOREA (LABOR)	$18,590.15	$1,089.39	$19,679.54	391

i. CLIN 5802AA FMS Korea OR OP 4 Material, Travel, ODC is established as follows:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
5801AA	FMS KOREA (MAT/TVL/ODC)	$115,000.00	No Fee

2. As a result of Modification P00081, the total number of hours obligated are increased by 112,450, from 12,299,814 to 12,412,264. The total number of hours available for obligation is 22,041,537.

3. As a result of Modification P00081, the total dollar amount of this contract is increased by $7,977,234.12 from $1,022,330,328.84 to $1,030,307,562.96.

	Prior	This Change	Total
Total Contract Value:	$1,022,330,328.84	$7,977,234.12	$1,030,307,562.96

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0082 ***

Modification P00082
Previous Contract Amount: $1,030,307,562.96
Amount of this Action: $ 10,080,954.78
New Contract Amount: $1,040,388,517.74

1. The purpose of Modification P00082 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 01 February 2017) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of

Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. CLIN 5201AA SOCOM Operational Readiness (OR) Option Period (OP) 4 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5201AA	SOCOM (LABOR)	$9,127,376.44	$415,238.80	$9,542,615.24	148,832	15 NOV 2016 to 15 MAR 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5201AA	SOCOM (LABOR)	$16,302,496.84	$758,587.13	$17,061,083.97	271,896	15 NOV 2016 to 09 JUL 2017

c. CLIN 5202AA SOCOM OR OP 4 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5202AA	SOCOM (MAT/TVL/ODC)	$3,607,384.76	No Fee	15 NOV 2016 to 15 MAR 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5202AA	SOCOM (MAT/TVL/ODC)	$6,169,870.81	No Fee	15 NOV 2016 to 09 JUL 2017

d. Attachment 0022 Performance Work Statement (revised 07 Feb 2017), paragraph C.1.1.2.2.3. and C.1.4.1. are changed.

2. As a result of Modification P00082, the total number of hours obligated are increased by 123,064, from 12,412,264 to 12,535,328. The total number of hours available for obligation is 21,918,473.

3. As a result of Modification P00082, the total dollar amount of this contract is increased by $10,080,954.78 from $1,030,307,562.96 to $1,040,388,517.74.

	Prior	This Change	Total
Total Contract Value:	$1,030,307,562.96	$10,080,954.78	$1,040,388,517.74

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0083 ***

Modification P00083
Previous Contract Amount: $1,040,388,517.74
Amount of this Action: $ 4,408,179.66
New Contract Amount: $1,044,796,697.40
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1. The purpose of Modification P00083 to contract W56HZV-12-C-0127 is to incorporate the following:

a. Change Attachment 0011, Manpower Utilization (revision dated 13 February 2017) to reflect the changes in manpower. As a result, this version of Attachment 11 supersedes all previous revisions. ManTech shall have the personnel identified under the Total Staffing Authorization column, as noted for each Program/Site, in place by the date shown within this Attachment 11. The total of personnel changes is identified in the +/- row under each Program/Site. Staffing level changes are authorized by C.1.1.3.5 (Changes to Level of Effort per labor category). Revisions to these option hours does not increase nor decrease the pool of 34,453,801 hours which represents the cumulative amount of hours available for the life of the contract.

b. CLIN 3301AA FMS Iraq Operational Readiness (OR) Option Period (OP) 2 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,762,831.86	$105,375.16	$1,868,207.02	38,180

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS
3301AA	FMS IRAQ (LABOR)	$1,570,866.53	$83,215.12	$1,654,081.65	30,151

c. CLIN 3302AA FMS Iraq OR OP 2 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MAT/TVL/ODC)	$8,105,173.95	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3302AA	FMS IRAQ (MAT/TVL/ODC)	$5,637,143.34	No Fee

d. CLIN 3303AA FMS Iraq Other Support Equipment (OSE) (CAIMAN) is deleted. As a result, funding is deobligated as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3303AA	FMS IRAQ (OSE)	$30,000.00	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
3303AA	FMS IRAQ (OSE)	$0.00	No Fee

e. CLIN 4302AA FMS Iraq OR OP 3 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$13,883,415.21	No Fee

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE
4302AA	FMS IRAQ (MAT/TVL/ODC)	$11,758,122.59	No Fee

f. CLIN 5301AA FMS Iraq OR OP 4 Labor is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5301AA	FMS IRAQ (LABOR)	$1,496,194.19	$57,292.83	$1,574,487.02	20,534	15 NOV 2017 to 28 FEB 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	TOTAL CPFF	HOURS	PERIOD OF PERFORMANCE
5301AA	FMS IRAQ (LABOR)	$3,670,278.65	$145,968.77	$3,816,247.41	52,318	15 NOV 2017 to 14 SEP 2017

g. CLIN 5302AA FMS Iraq OR OP 4 Material, Travel, ODC is changed as follows:

From:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5302AA	FMS IRAQ (MAT/TVL/ODC)	$3,466,191.81	No Fee	15 NOV 2017 to 28 FEB 2017

To:

CLIN	PROGRAM	TOTAL COST	TOTAL FEE	PERIOD OF PERFORMANCE
5302AA	FMS IRAQ (MAT/TVL/ODC)	$10,449,059.68	No Fee	15 NOV 2017 to 14 SEP 2017

h. Attachment 0023 DD 254 (revised 21 April 2015), is updated.

i. Attachment 0025 MRAP Security Classification Guide (revised 16 April 2016), is updated.

2. As a result of Modification P00083, the total number of hours obligated are increased by 23,755, from 12,534,039 to 12,557,794. The total number of hours available for obligation is 21,896,007.

3. As a result of Modification P00083, the total dollar amount of this contract is increased by $4,408,179.66 from $1,040,388,517.74 to $1,044,796,697.40.

	Prior	This Change	Total
Total Contract Value:	$1,040,388,517.74	$4,408,179.66	$1,044,796,697.40

4. All other Contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0084 ***

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
B.1 Performance Under FFP, CPFF LOE and Cost CLINs

B.1.1 A description of the CLIN type per period is as follows. These descriptions apply to all programs (MRAP, RCV, and SOCOM):

B.1.2. Phase In Period CLINs: The Phase In Period will be awarded as a Firm Fixed Priced CLIN. Phase In shall begin at the time of Contract award and shall not exceed 180 days after award. Payment for Phase-In will be issued via Progress Payments in accordance with FAR 52.232.16. Final payment of the Phase-in CLINs will be achieved when all contractor personnel have transitioned to their required positions.

B.1.3 Early Operational Readiness (EOR) Period CLINs: The beginning of this period is defined by the Contractor and shall not exceed 180 days after award. If proposed, the EOR Period will be awarded as Cost Plus Fixed Fee Term Form, also described as Level-of-Effort (CPFF LOE), CLIN(s). The labor hours, labor rates, fixed fee, labor skill mix and performance locations associated with this period will be in accordance with the Contractors proposal, Attachment 12 and Attachment 10. Material, travel and Other Direct Costs (ODCs) for this period will be reimbursed under Cost CLIN(s).

B.1.4 Operational Readiness (OR) Base Option Period CLINs: The OR Base Option Period will be awarded as CPFF LOE CLINs. The OR Base Option Period shall begin after Phase In is complete (181 days after award) and run through 420 days after contract award. The Government will specify the labor hours, skill mix and performance locations during the OR Base Option Period. Labor rates and fixed fee shall be IAW the data provided in Attachment 12. Material, travel and ODCs for this period will be reimbursed under Cost CLIN(s). The Material, travel, and ODCs will be estimated by the Government and inserted into the CLIN. The contractor will invoice their actual costs incurred in accordance with the terms and conditions of the contract.

B.1.5 Operational Readiness (OR) Option Periods CLINs: The OR Option Periods will be awarded as CPFF LOE CLINs. There are four possible OR option periods. The OR Option Periods begin after the OR Base Option Period ends (420 days after contract award) and run through 1,819 days after contract award. The Government will specify the labor hours, skill mix and performance locations during the OR Option Period(s). Labor rates and fixed fee shall be IAW the data provided in Attachment 12. Material, travel and ODCs for this period(s) will be reimbursed under Cost CLIN(s). The Material, travel, and ODCs will be estimated by the Government and inserted into the CLIN. The contractor will invoice their actual costs incurred in accordance with the terms and conditions of the contract.

B.1.6 Period of Performance "fill-in" for EOR CLINs: For the EOR CLINs the offeror shall fill-in the blank with the proposed numbers of days after contract award that EOR will begin. If EOR is not proposed, the offeror shall insert N/A in the "fill-in". For example:
Example 1: Period of performance begins __150__ days after contract award through 180 days after contract award.
Example 2: Period of performance, begins __N/A__ days after contract award through 180 days after contract award.
Note: The "fill-in" for the Early Operational Readiness (EOR) CLINs in Section B should reflect the earliest date, by site, proposed on Attachment 10 to begin EOR.

B.2 Execution of the resulting contract shall be conducted as follows:
The initial award will be priced in accordance with L.4.2(a). All susequent awards will be priced in accordance wtih the following:

a. The estimated cost and fixed fee for each applicable Early Operational Readiness, Operational Readiness Base Option, and Operational Readiness Option CLIN shall be calculated from the labor rates found in the tab "Cost Rate by Labor Category" tab, column P, "Composite Cost Per Hour $", multiplied by the number of hours the Government requires for that labor category. The total estimated cost for each CLIN will then be calculated by summing all hours by labor category and the associated estimated labor cost from the "Cost Rate by Labor Category" for each CLIN. The fixed fee shall be calculated from the "Summary of Fee Rate by Performance Period" tab, column B, Fee per Hour as shown in Attachment 12, multiplied by the number of hours required on that CLIN by the Government.

Note: If Administrative and Clerical hours are charged direct, the estimated cost, by contract period, shall be calculated from the labor rates found in the "Cost Rate by Labor Category" tab, column P, "Composite Cost Per Hour $", multiplied by the hours for the Administrative and Clerical labor category. The fixed fee for Administrative and Clerical hours and dollars, by contract period, is automatically allocated within the fee per hour rate found in tab "Summary of Fee Rate by Performance Period", column B, Fee per Hour. Therefore, no fee per hour shall be added to any direct Administrative and Clerical cost, since this fee has already been captured within the fee per hour rate calculated for all other labor categories.

b. The estimated total cost (no fee) for material, by Performance Period and Program, shall be determined by extending the Government estimated material by the burden factors contained within the MATERIAL (Prime) tab of attachment 12, specifically material handling, G&A, and FCCM, if proposed.

c. The estimated total cost (no fee) for ODC and Travel, by Performance Period and Program, shall be determined by extending the Government estimated ODC and travel dollars by the burden factors contained within the ODC (Prime) and "Travel (Prime)" tabs, specifically, G&A, and FCCM, if proposed.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	RCV- (ARMY-1) Data not printed. (End of narrative B001)				
1001AA	RCV - PHASE-IN SERVICE REQUESTED: RCV- (ARMY-1) PRON: 2M2SMA07Q7 PRON AMD: 07 ACRN: AA AMS CD: 11502010000 PSC: R706 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 20-NOV-2012 $ 6,087,887.71 Data not printed. (End of narrative F001)	1	LO		$ 6,087,887.71
1001AB	RCV - PHASE-IN SERVICE REQUESTED: RCV - (ARMY - 2) PRON: 2M2SMA09Q7 PRON AMD: 02 ACRN: AB AMS CD: 13519700000 PSC: R706 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 174,909.66 Due to Stop Work cancellation Period of Performance begins 21 September through 20 November 2012 (End of narrative F001)	1	LO		$ 174,909.66

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	RCV - PHASE-IN SERVICE REQUESTED: RCV (PROPHET) PRON: 2M2SMA08Q7 PRON AMD: 04 ACRN: AA AMS CD: 11502010000 PSC: R706 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 43,510.77 Period of performance begins date of award and shall not exceed 180 days after award. (End of narrative F001)	1	LO		$ 43,510.77
1001AD	RCV - PHASE-IN SERVICE REQUESTED: RCV (BUFFALO) PRON: 2M2CLS1BQ7 PRON AMD: 03 ACRN: AC PSC: R706 CUSTOMER ORDER NO: M9545012MPAAG12 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 100,243.86 Period of performance begins date of award and shall not exceed 180 days after award. (End of narrative F001)	1	LO		$ 100,243.86
1002	RCV Services performed under this CLIN shall be in accordance with the following Performance				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.5.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12 C.1.13; C.1.14; C.1.15 (End of narrative A001)				
1002AA	RCV - EOR LABOR SERVICE REQUESTED: RCV PRON: 2M2SMA07Q7 PRON AMD: 08 ACRN: AA AMS CD: 11502010000 PSC: R706 Data not printed. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 30,123,778.18 Data not printed. (End of narrative F001)	1	LO		$ 30,123,778.18
1002AB	RCV -EOR LABOR SERVICE REQUESTED: RCV (ARMY) PRON: 2M2SMA09Q7 PRON AMD: 02 ACRN: AB AMS CD: 13519700000 PSC: R706 Estimated Cost:$670,274.13 Fixed Fee: $58,828.91 Total Cost Plus Fixed Fee : $729,103.04 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 17,720 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE	1	LO		$ 729,103.04

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 1 UNDEFINITIZED $ 729,103.04 Data not printed. (End of narrative F001)				
1002AC	RCV - EOR LABOR SERVICE REQUESTED: RCV (PM PROPHET) PRON: 2M2SMA08Q7 PRON AMD: 04 ACRN: AA AMS CD: 11502010000 PSC: R706 Data not printed. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 181,372.70 Period of Performance begins 45 days after contract award through 180 days after contract award. (End of narrative F001)	1	LO		$ 181,372.70
1002AD	RCV - EOR LABOR SERVICE REQUESTED: RCV - (BUFFALO) CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M2CLS1BQ7 PRON AMD: 03 ACRN: AC PSC: R706 CUSTOMER ORDER NO: M9545012MPAAG12 Estimated Cost:$461,637.90 Fixed Fee: $40,517.24 Total Cost Plus Fixed Fee : $502,155.14 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 11,915	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 347,516.90 $ 29,640.24 $ 377,157.14

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

(End of narrative B001)

MOD P00025 updates CLIN 1002AD:

Prior Balance:

Estimated Labor Cost:	$ 461,637.90
Fixed Fee:	$ 40,517.24
CPFF:	$ 502,155.14

New Balance:

Estimated Labor Cost:	$ 347,516.90
Fixed Fee:	$ 29,640.24
CPFF:	$ 377,157.14

(End of narrative B002)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	

$ 377,157.14

Period of Performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE	RCV - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 3,144,266.96 $ 394,255.38 $ 3,538,522.34

SERVICE REQUESTED: RCV
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M2SMA15Q7 PRON AMD: 01 ACRN: AJ

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1002AE:

Prior Balance:

Estimated Labor Cost: $5,551,293.96
Fixed Fee: $ 487,228.38
CPFF: $6,038,522.34

New Balance:

Estimated Labor Cost: $3,144,266.96
Fixed Fee: $ 394,255.38
CPFF: $3,538,522.34

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 3,538,522.34

Period of Performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF	RCV (PROPHET) - EOR LABOR	1	LO		$ 36,587.34

SERVICE REQUESTED: RCV (PM PROPHET)
PRON: 2M2SMA16Q7 PRON AMD: 01 ACRN: AK

Estimated Cost:$33,635.23
Fixed Fee:$2,952.11
Total Cost Plus Fixed Fee: $36,587.34

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 764

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 36,587.34

Data not printed.

(End of narrative F001)

1002AH	RCV (AMS POR) - EOR LABOR	1	LO	Estimated Cost	$ 0.00
				Fixed Fee	$ 0.00
				Not to Exceed (Funding)	$ 175,817.76

SERVICE REQUESTED: RCV CONUS AMS POR EOR LABOR
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: P116M1502T PRON AMD: 04 ACRN: AY
PSC: R706
CUSTOMER ORDER NO: D02903AVFRE

Estimated Cost:$160,836.56
Fixed Fee: $14,981.20
Total Cost Plus Fixed Fee: $175,817.76

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 4,472

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	20-MAR-2013

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	$ 175,817.76 Period of performance begins 23 January 2013 through 20 March 2013. (End of narrative F001)				
1003	RCV - EOR MTL, TVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
1003AA	RCV - EOR MTL, TVL, ODC SERVICE REQUESTED: RCV - EOR MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M2SMA07Q7 PRON AMD: 08 ACRN: AA AMS CD: 11502010000 PSC: R706 Cost No Fee (End of narrative B001) MOD P00025 updates CLIN 1003AA: Prior Balance: Estimated Cost: $124,014,696.46 New Balance: Estimated Cost: $ 77,438,856.79 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE	1	LO	Estimated Cost Not to Exceed (Funding)	$ 77,438,856.79 $ 77,438,856.79

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 1 UNDEFINITIZED $ 77,438,856.79 Data not printed. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB	RCV -EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 2,907,833.09 $ 2,907,833.09

SERVICE REQUESTED: RCV -EOR MTL, TVL, ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M2SMA09Q7 PRON AMD: 02 ACRN: AB
AMS CD: 13519700000
PSC: R706

Cost No Fee

(End of narrative B001)

MOD P00025 updates CLIN 1003AB:

Prior Balance:

Estimated Cost: $3,095,987.30

New Balance:

Estimated Cost: $2,907,833.09

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 2,907,833.09

Period of performance begins 45 days
after contract award through 180 days after
contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC	RCV - EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 637,623.00 $ 637,623.00

SERVICE REQUESTED: RCV (PM PROPHET)
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M2SMA08Q7 PRON AMD: 04 ACRN: AA
AMS CD: 11502010000
PSC: R706

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1003AC:

Prior Balance:

Estimated Cost: $ 770,162.18

New Balance:

Estimated Cost: $ 637,623.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 637,623.00

Period of performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AD	RCV - EOR MTL, TVL, ODC	1	LO	Estimated Cost	$ 1,222,206.13
				Not to Exceed (Funding)	$ 1,222,206.13

SERVICE REQUESTED: RCV (BUFFALO)
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M2CLS1BQ7 PRON AMD: 03 ACRN: AC
PSC: R706
CUSTOMER ORDER NO: M9545012MPAAG12

Cost No Fee

(End of narrative B001)

MOD P00025 updates CLIN 1003AD:

Prior Balance:

Estimated Cost: $1,774,366.06

New Balance:

Estimated Cost: $1,222,206.13

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 1,222,206.13

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AF	RCV (AMS POR) - EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 92,409.39 $ 92,409.39
	SERVICE REQUESTED: RCV AMS POR EOR MTL TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: P116M1502T PRON AMD: 04 ACRN: AY PSC: R706 CUSTOMER ORDER NO: D02903AVFRE				
	Data not printed. (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 20-MAR-2013				
	$ 92,409.39				
	Data not printed. (End of narrative F001)				
1004	RCV OR BASE OP LABOR				
	Data not printed. (End of narrative A001)				
1004AA	RCV OR BASE OP LABOR (CPFF LOE)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 55,873,761.60
	SERVICE REQUESTED: RCV OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3SMA03Q7 PRON AMD: 05 ACRN: AN PSC: R706				
	Estimated Cost: $51,617,192.59 Fixed Fee: $4,256,569.01 Total Cost Plus Fixed Fee: $55,873,761.60				
	TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,430,796				
	(End of narrative B001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 55,873,761.60 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1004AB	RCV (BUFFALO) OR BASE OP LABOR SERVICE REQUESTED: RCV BUFFALO LABOR PRON: 2M3CLS1BQ7 PRON AMD: 01 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388 Estimated Cost: $733,605.42 Fixed Fee: $58,122.03 Total Cost Plus Fixed Fee: $791,727.45 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 20,140 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 791,727.45 Data not printed. (End of narrative F001)	1	LO		$ 791,727.45
1004AC	RCV (PROPHET) OR BASE OP LABOR SERVICE REQUESTED: RCV PROPHET LABOR PRON: 2M3SMA02Q7 PRON AMD: 02 ACRN: AQ PSC: R706	1	LO		$ 630,560.74

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Estimated Cost: $582,271.74 Fixed Fee: $48,289.00 Total Cost Plus Fixed Fee: $630,560.74 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 14,330 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: UNDEFINITIZED $ 630,560.74 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1004AD	RCV BUFFALO OR BASE OP LABOR SERVICE REQUESTED: MRAP CLS - 29 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS2BQ7 PRON AMD: 04 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388 Data not printed. (End of narrative B001) Modification P00068 adjusts CLIN 1004AD as follows: From: HOURS: 2,694 ESTIMATED COST: $139,845.53 FIXED FEE: $9,078.20 TOTAL ESTIMATED COST + FIXED FEE: $148,923.73 To: HOURS: 2,694 ESTIMATED COST: $142,174.63 FIXED FEE: $9,078.20 TOTAL ESTIMATED COST + FIXED FEE: $151,252.83 (End of narrative B002)	2	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 142,174.63 $ 9,078.20 $ 151,252.83

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 2 — PERF COMPL DATE: UNDEFINITIZED $ 151,252.83 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1004AE	RCV (AMS POR) - OR BASE OP LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 1,195,675.19
	SERVICE REQUESTED: RCV AMS POR OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P116M1502T PRON AMD: 04 ACRN: AY PSC: R706 CUSTOMER ORDER NO: D02903AVFRE Data not printed. (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 30-SEP-2013 $ 1,195,675.19 Period of performance: 21 March 2013 through 30 September 2013. (End of narrative F001)				
1004AF	RCV (AMS POR) - OR BASE OP LABOR	1	LO	Estimated	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 369,990.48
	SERVICE REQUESTED: RCV AMS POR OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P126M0412T PRON AMD: 02 ACRN: AZ PSC: R706 Estimated Cost: $337,988.96 Fixed Fee: $32,001.52 Total Cost Plus Fixed Fee: $369,990.48 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 9,496 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 369,990.48				
	Period of performance: 1 October 2013 through 15 November 2013. (End of narrative F001)				
1004AG	RCV (EHP) OR BASE OP LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 5,559,164.71 $ 426,129.34 $ 5,985,294.05
	SERVICE REQUESTED: RCV EHP OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3SMA07Q7 PRON AMD: 04 ACRN: BC Estimated Cost: $5,559,164.71 Fixed Fee: $426,129.34 Total Cost Plus Fixed Fee: $5,985,294.05 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 126,456 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2013 $ 5,985,294.05 Period of performance: 1 June 2013 through 15 November 2013. (End of narrative F001)				
1005	RCV OR BASE OP MTL, TVL, ODC Data not printed. (End of narrative A001)				
1005AA	RCV OR BASE OP MATL, TRVL, ODC SERVICE REQUESTED: RCV OR BASE OP MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3SMA03Q7 PRON AMD: 06 ACRN: AN PSC: R706 Cost No Fee: $144,105,036.94 (End of narrative B001) MOD P00025 updates CLIN 1005AA: Prior Balance: Estimated Cost: $144,105,036.94 New Balance: Estimated Cost: $86,605,036.94 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2013	1	LO	Estimated Cost Not to Exceed (Funding)	$ 86,605,036.94 $ 86,605,036.94

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	$ 86,605,036.94 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB	RCV (BUFFALO) OR BASE OP MATL, TRVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,032,628.92 $ 1,032,628.92

SERVICE REQUESTED: RCV BUFFALO MTL, TRV, ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS1BQ7 PRON AMD: 01 ACRN: AP
CUSTOMER ORDER NO: M9545013MPZ8388

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1005AB:

Prior Balance:

Estimated Cost: $2,532,628.92

New Balance:

Estimated Cost: $1,032,628.92

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 1,032,628.92

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AC	RCV (PROPHET) OR BASE OP MATL, TRVL, ODC SERVICE REQUESTED: CLS Prophet - Ramp-u CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3SMA02Q7 PRON AMD: 03 ACRN: AQ PSC: R706 Cost No Fee: $1,914,102.03 (End of narrative B001) MOD P00025 updates CLIN 1005AC: Prior Balance: Estimated Cost: $1,914,102.03 New Balance: Estimated Cost: $ 714,102.03 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 714,102.03 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 714,102.03 $ 714,102.03

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AD	RCV (BUFFALO) OR BASE MATL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 29,667.55 $ 29,667.55

SERVICE REQUESTED: MRAP CLS - 29
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS2BQ7 PRON AMD: 04 ACRN: AP
PSC: R706
CUSTOMER ORDER NO: M9545013MPZ8388

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1005AD:

Prior Balance:

Estimated Cost: $ 4,630.98

New Balance:

Estimated Cost: $ 31,996.65

(End of narrative B002)

Modification P00068 adjusts CLIN 1005AD as follows:

From:

COST NO FEE: $31,996.65

To:

COST NO FEE: $29,667.55

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 29,667.55

Period of performance: 21 March 2013 through 15 November 2013.

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AE	RCV (AMS POR) - OR BASE MTL TVL ODC	1	LO	Estimated Cost	$ 231,595.86
				Not to Exceed (Funding)	$ 231,595.86
	SERVICE REQUESTED: RCV AMS POR OR BASE MTL TVL CLIN CONTRACT TYPE: Cost No Fee PRON: P116M1502T PRON AMD: 04 ACRN: AY PSC: R706 CUSTOMER ORDER NO: D02903AVFRE Cost No Fee: $231,595.86 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 231,595.86				
	Period of performance: 21 March 2013 through 30 September 2013. (End of narrative F001)				
1005AF	RCV (AMS POR) - OR BASE MTL TVL ODC	1	LO	Estimated Cost	$ 92,638.34
				Not to Exceed (Funding)	$ 92,638.34
	SERVICE REQUESTED: RCV AMS POR OR BASE MTL TVL CLIN CONTRACT TYPE: Cost No Fee PRON: P126M0412T PRON AMD: 02 ACRN: AZ PSC: R706 Cost No Fee: $92,638.34 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 92,638.34				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Data not printed. (End of narrative F001)				
1005AG	RCV (EHP) OR BASE MTL, TVL, ODC SERVICE REQUESTED: RCV EHP OR BASE MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3SMA07Q7 PRON AMD: 04 ACRN: BC Cost No Fee: $526,981.81 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 526,981.81 Period of performance: 1 June 2013 through 15 November 2013. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 526,981.81 $ 526,981.81
1005AH	RCV (EHP) OR BASE MTL, TVL, ODC SERVICE REQUESTED: RCV EHP OR BASE MTL CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3SMAXXQ7 PRON AMD: 03 ACRN: BD CUSTOMER ORDER NO: MIPR3K000J7356 Cost No Fee: $8,000,000.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	1	LO	Estimated Cost Not to Exceed (Funding)	$ 8,000,000.00 $ 8,000,000.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2013 $ 8,000,000.00 Period of performance through 15 November 2013. (End of narrative F001)				
1101	MRAP (AIR FORCE) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.3.7; C.1.1.3.8; C.1.1.3.9; C.1.3 (End of narrative A001)				
1101AA	MRAP - PHASE-IN	1	LO		$ 132,107.59
	SERVICE REQUESTED: MRAP (AIR FORCE) PRON: 2M2CLS1FQ7 PRON AMD: 01 ACRN: AD PSC: R706 CUSTOMER ORDER NO: M9545012MPOMFS8 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 132,107.59 Due to Stop Work Cancellation period of performance begins 21 September 2012 through November 2012 (End of narrative F001)				
1101AB	MRAP - PHASE-IN	1	LO		$ 3,069,123.82
	SERVICE REQUESTED: MRAP (ARMY) PRON: 2M2CLS1AQ7 PRON AMD: 01 ACRN: AE PSC: R706				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CUSTOMER ORDER NO: M9545012MPOMAQ8 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 3,069,123.82 Due to Stop Work Cancellation period of performance begins on 21 September 2012 through 20 November 2012 (End of narrative F001)				
1101AC	MRAP - PHASE-IN SERVICE REQUESTED: CLS Competative - US PRON: 2M2CLS1MQ7 PRON AMD: 02 ACRN: AF PSC: R706 CUSTOMER ORDER NO: M9545012MPAAG13 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 1,030,302.87 Data not printed. (End of narrative F001)	1	LO		$ 1,030,302.87
1101AD	MRAP - PHASE-IN SERVICE REQUESTED: CLS Competative - Na PRON: 2M2CLS1NQ7 PRON AMD: 02 ACRN: AG PSC: R706 CUSTOMER ORDER NO: M9545012MPOMNE6 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 149,450.16	1	LO		$ 149,450.16

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Due to Stop Work cancellation Period of performance begins 21 September 2012 through 20 November 2012. (End of narrative F001)				
1102	MRAP (AIR FORCE) Data not printed. (End of narrative A001)				
1102AA	MRAP - EOR LABOR SERVICE REQUESTED: MRAP (AIR FORCE) CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M2CLS1FQ7 PRON AMD: 03 ACRN: AD PSC: R706 CUSTOMER ORDER NO: M9545012MPOMFS8 Data not printed. (End of narrative B001) MOD P00025 updates CLIN 1102AA: Prior Balance: Estimated Labor Cost: $ 574,191.69 Fixed Fee: $ 52,079.60 CPFF: $ 626,271.29 New Balance: Estimated Labor Cost: $ 232,462.69 Fixed Fee: $ 18,808.60 CPFF: $ 251,271.29 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 232,462.69 $ 18,808.60 $ 251,271.29

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	$ 251,271.29				

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AB	MRAP - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 17,741,378.70 $ 1,653,344.56 $ 19,394,723.26

SERVICE REQUESTED: MRAP (AMRY)
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M2CLS1AQ7 PRON AMD: 03 ACRN: AE
PSC: R706
CUSTOMER ORDER NO: M9545012MPOMAQ8

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1102AB:

Prior Balance:

Estimated Labor Cost: $18,240,313.70
Fixed Fee: $ 1,654,409.56
CPFF: $19,894,723.26

New Balance:

Estimated Labor Cost: $17,741,378.70
Fixed Fee: $ 1,653,344.56
CPFF: $19,394,723.26

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	

$ 19,394,723.26

Period of performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AC	MRAP - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,703,251.86 $ 147,853.06 $ 1,851,104.92

SERVICE REQUESTED: MRAP (MARINES)
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M2CLS1MQ7 PRON AMD: 02 ACRN: AF
PSC: R706
CUSTOMER ORDER NO: M9545012MPAAG13

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1102AC:

Prior Balance:

Estimated Labor Cost: $2,980,748.86
Fixed Fee: $ 270,356.06
CPFF: $3,251,104.92

New Balance:

Estimated Labor Cost: $1,703,251.86
Fixed Fee: $ 147,853.06
CPFF: $1,851,104.92

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	

$ 1,851,104.92

Period of performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AD	MRAP - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 209,917.96 $ 16,078.57 $ 225,996.53

SERVICE REQUESTED: MRAP (NAVY)
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M2CLS1NQ7 PRON AMD: 02 ACRN: AG
PSC: R706
CUSTOMER ORDER NO: M9545012MPOMNE6

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1102AD:

Prior Balance:

Estimated Labor Cost: $ 665,623.96
Fixed Fee: $ 60,372.57
CPFF: $ 725,996.53

New Balance:

Estimated Labor Cost: $ 209,917.96
Fixed Fee: $ 16,078.57
CPFF: $ 225,996.53

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 225,996.53

Period of performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AE	MRAP -EOR LABOR (KU)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 761,832.62 $ 87,007.63 $ 848,840.25

SERVICE REQUESTED: 53 ManTech Personnel
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M3CLS01Q7 PRON AMD: 06 ACRN: AL

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1102AE:

Prior Balance:

Estimated Labor Cost: $2,150,120.62
Fixed Fee: $ 198,719.63
CPFF: $2,348,840.25

New Balance:

Estimated Labor Cost: $ 761,832.62
Fixed Fee: $ 87,007.63
CPFF: $ 848,840.25

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 848,840.25

Period of performance begins 45 days
after contract award through 180 days after
contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AF	MRAP (ARMY) - (KU)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 867,200.00 $ 867,200.00

SERVICE REQUESTED: 53 ManTech Personnel
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS01Q7 PRON AMD: 06 ACRN: AL

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1102AF:

Prior Balance:

Estimated Labor Cost: $1,075,975.68

New Balance:

Estimated Labor Cost: $ 867,200.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 867,200.00

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AG	MRAP (ARMY) - EOR LABOR	1	LO		$ 25,352,483.91
	SERVICE REQUESTED: MRAP ARMY EOR LABOR PRON: 2M3CLS03Q7 PRON AMD: 01 ACRN: AS PSC: R706				
	Data not printed. (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: UNDEFINITIZED $ 25,352,483.91				
	Period of performance begins 20 November 2012 through 20 March 2013. (End of narrative F001)				
1102AH	MRAP (MARINES) - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 760,581.67 $ 31,551.10 $ 792,132.77
	SERVICE REQUESTED: CLS Ramp-up & Base CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS1MQ7 PRON AMD: 06 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388				
	Estimated Cost: $4,944,163.67 Fixed Fee: $447,969.10 Total Cost Plus Fixed Fee: $5,392,132.77				
	TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 133,604 (End of narrative B001)				
	MOD P00025 updates CLIN 1102AH: Prior Balance: Estimated Labor Cost: $4,944,163.67 Fixed Fee: $ 447,969.10 CPFF: $5,392,132.77				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

New Balance:

Estimated Labor Cost: $ 760,581.67
Fixed Fee: $ 31,551.10
CPFF: $ 792,132.77

(End of narrative B002)

Inspection and Acceptance

INSPECTION: Destination		ACCEPTANCE: Destination
DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 792,132.77

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AJ	MRAP (NAVY) - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 43.70 $ 0.00 $ 43.70

SERVICE REQUESTED: CLS Ramp-up - Navy
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M3CLS4NQ7 PRON AMD: 04 ACRN: AT
PSC: R706
CUSTOMER ORDER NO: N4027313MP001K7

Estimated Cost: $722,830.95
Fixed Fee: $65,492.56
Total Cost Plus Fixed Fee: $788,323.50

TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 19,532

(End of narrative B001)

MOD P00025 updates CLIN 1102AJ:

Prior Balance:

Estimated Labor Cost: $ 722,830.95
Fixed Fee: $ 65,492.55
CPFF: $ 788,323.50

New Balance:

Estimated Labor Cost: $ 131,669.95
Fixed Fee: $ 6,653.55
CPFF: $ 138,323.50

(End of narrative B002)

Modification P00059 adjusts CLIN 1102AJ:

From:

HOURS: 19,532
ESTIMATED COST: $131,669.95
FIXED FEE: $6,653.55
TOTAL ESTIMATED COST + FIXED FEE: $138,323.50

To:

HOURS: 19,532
ESTIMATED COST: $1.31
FIXED FEE: $0.00
TOTAL ESTIMATED COST + FIXED FEE: $1.31

(End of narrative B003)

Modification P00068 adjusts CLIN 1102AJ as follows:

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

From:

Hours: 19,532
Estimated Cost: $1.31
Fixed Fee: $0.00
Estimated Cost + Fixed Fee: $1.31

To:

Hours: 19,532
Estimated Cost: $43.70
Fixed Fee: $0.00
Estimated Cost + Fixed Fee: $43.70

(End of narrative B004)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 43.70

Period of performance begins 20 November 2012 through 20 March 2013.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AK	MRAP (ARMY) - EOR LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 828,579.05 $ 65,373.70 $ 893,952.75

SERVICE REQUESTED: CLS MSU Support
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M3CLS04Q7 PRON AMD: 05 ACRN: AW
PSC: R706

Estimated Cost: $2,009,011.05
Fixed Fee: $184,941.70
Total Cost Plus Fixed Fee: $2,193,952.75

TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 55,158

(End of narrative B001)

MOD P00025 updates CLIN 1102AK:

Prior Balance:

Estimated Labor Cost:	$2,009,011.05
Fixed Fee:	$ 184,941.70
CPFF:	$2,193,952.75

New Balance:

Estimated Labor Cost:	$ 828,579.05
Fixed Fee:	$ 65,373.70
CPFF:	$ 893,952.75

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 893,952.75

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AL	MRAP (AIR FORCE) - EOR LABOR SERVICE REQUESTED: MRAP (AIR FORCE) - EOR LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS2AQ7 PRON AMD: 02 ACRN: AX PSC: R706 CUSTOMER ORDER NO: F3QCDK2341G006 Estimated Cost: $40,691.75 Fixed Fee: $1,327.45 Total Cost Plus Fixed Fee: $42,019.20 TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 353 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 42,019.20 Period of performance begins 20 December 2012 through 20 March 2013. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 42,019.20
1102AM	MRAP (ARMY) EOR LABOR SERVICE REQUESTED: SR LOG AN SC CONUS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS05Q7 PRON AMD: 05 ACRN: BA PSC: R706 Estimated Cost: $37,325.73 Fixed Fee: $2,063.60 Total Cost Plus Fixed Fee: $39,389.33 TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 752 (End of narrative B001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 39,389.33

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 20-MAR-2013 $ 39,389.33 Period of performance through 20 March 2013. (End of narrative F001)				
1103	MRAP (AIR FORCE) Data not printed. (End of narrative A001)				
1103AA	MRAP - EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 20,360.00 $ 20,360.00
	SERVICE REQUESTED: MRAP (AIR FORCE) CLIN CONTRACT TYPE: Cost No Fee PRON: 2M2CLS1FQ7 PRON AMD: 03 ACRN: AD PSC: R706 CUSTOMER ORDER NO: M9545012MPOMFS8 Data not printed. (End of narrative B001)				
	MOD P00025 updates CLIN 1103AA: Prior Balance: Estimated Cost: $ 39,609.34 New Balance: Estimated Cost: $ 20,360.00 (End of narrative B002)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 20,360.00 Data not printed. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AB	MRAP -EOR MTL, TVL, ODC SERVICE REQUESTED: MRAP (ARMY) PRON: 2M2CLS1AQ7 PRON AMD: 03 ACRN: AE PSC: R706 CUSTOMER ORDER NO: M9545012MPOMAQ8 Cost No Fee (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 1,267,498.98 Data not printed. (End of narrative F001)	1	LO		$ 1,267,498.98
1103AC	MRAP - EOR MTL, TVL, ODC SERVICE REQUESTED: MRAP (MARINES) CLIN CONTRACT TYPE: Cost No Fee PRON: 2M2CLS1MQ7 PRON AMD: 02 ACRN: AF PSC: R706 CUSTOMER ORDER NO: M9545012MPAAG13 Cost No Fee (End of narrative B001) MOD P00025 updates CLIN 1103AC: Prior Balance: Estimated Cost: $ 202,799.84 New Balance: Estimated Cost: $ 115,360.00 (End of narrative B002)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 115,360.00 $ 115,360.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 115,360.00 Period of performance begins 45 days after contract award through 180 days after contract award. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AD	MRAP - EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 22,672.00 $ 22,672.00

SERVICE REQUESTED: MRAP (NAVY)
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M2CLS1NQ7 PRON AMD: 02 ACRN: AG
PSC: R706
CUSTOMER ORDER NO: M9545012MPOMNE6

Cost No Fee

(End of narrative B001)

MOD P00025 updates CLIN 1103AD:

Prior Balance:

Estimated Cost: $ 45,946.84

New Balance:

Estimated Cost: $ 22,672.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 22,672.00

Period of performance begins 45 days after contract award through 180 days after contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AF	MRAP (MARINES) - KU	1	LO	Estimated Cost Not to Exceed (Funding)	$ 160,000.00 $ 160,000.00

SERVICE REQUESTED: provide 53 additiona
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLSM1Q7 PRON AMD: 04 ACRN: AM
AMS CD: 67854067443
CUSTOMER ORDER NO: M9545013MPZ8193

Cost No Fee

(End of narrative B001)

MOD P00025 updates CLIN 1103AF:

Prior Balance:

Estimated Cost: $ 268,993.92

New Balance:

Estimated Cost: $ 160,000.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 160,000.00

Period of performance begins 45 days
after contract award through 180 days after
contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AG	MRAP (ARMY) - EOR MTL, TVL, ODC SERVICE REQUESTED: CLS Army - Ramp-up & PRON: 2M3CLS03Q7 PRON AMD: 04 ACRN: AS PSC: R706 Cost No Fee: $7,380,154.43 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH / REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 7,380,154.43 Period of performance begins 20 November 2012 through 20 March 2013. (End of narrative F001)	1	LO		$ 7,380,154.43
1103AH	MRAP (MARINES) EOR MTL, TRVL, ODC SERVICE REQUESTED: CLS Ramp-up & Base CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS1MQ7 PRON AMD: 06 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388 Cost No Fee: $788,441.43 (End of narrative B001) MOD P00025 updates CLIN 1103AH: Prior Balance: Estimated Cost: $ 788,441.43 New Balance: Estimated Cost: $ 720,000.00 (End of narrative B002)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 720,000.00 $ 720,000.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 720,000.00 Period of performance begins 20 November 2012 through 20 March 2013. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AJ	MRAP (NAVY) - EOR MTL, TVL, ODC	1	LO	Estimated Cost	$ 2,498.87
				Not to Exceed (Funding)	$ 2,498.87
	SERVICE REQUESTED: CLS Ramp-up - Navy CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS4NQ7 PRON AMD: 04 ACRN: AT PSC: R706 CUSTOMER ORDER NO: N4027313MP001K7 Cost No Fee: $115,269.22 (End of narrative B001) MOD P00025 updates CLIN 1103AJ: Prior Balance: Estimated Cost: $ 115,269.22 New Balance: Estimated Cost: $ 50,000.00 (End of narrative B002) Modification P00059 adjusts CLIN 1103AJ: From: Cost No Fee: $50,000 To: Cost No Fee: $2,541.26 (End of narrative B003) Modification P00068 adjusts CLIN 1103AJ as follows: From: Cost No Fee: $2,541.26 To: Cost No Fee: $2,498.87 (End of narrative B004) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 2,498.87 Period of performance begins 20 November 2012 through 20 March 2013. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AK	MRAP (ARMY) - EOR MTL, TVL, ODC	1	LO	Estimated Cost	$ 545,808.19
				Not to Exceed (Funding)	$ 545,808.19

SERVICE REQUESTED: CLS MSU Support
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS04Q7 PRON AMD: 05 ACRN: AW
PSC: R706

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1103AK:

Prior Balance:

Estimated Cost: $ 662,017.07

New Balance:

Estimated Cost: $ 545,808.19

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 545,808.19

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AL	MRAP (MARINES) EOR MTL, TRVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 650,000.00 $ 650,000.00

SERVICE REQUESTED: MARINES EOR MTL, TVL, ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS2MQ7 PRON AMD: 01 ACRN: AP
PSC: R706
CUSTOMER ORDER NO: M9545013MPZ8388

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1103AL:

Prior Balance:

Estimated Cost: $ 781,218.26

New Balance:

Estimated Cost: $ 650,000.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 650,000.00

Data not printed.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AN	MRAP (AIR FORCE) - EOR MTL, TVL, ODC	1	LO		$ ** NSP **

SERVICE REQUESTED: MANTECH CLSS AIR FOR
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS2AQ7 PRON AMD: 02 ACRN: AX
PSC: R706
CUSTOMER ORDER NO: F3QCDK2341G006

Data not printed.

(End of narrative B001)

MOD P00025 updates CLIN 1103AN:

Prior Balance:

Estimated Cost: $ 80,083.70

New Balance:

Estimated Cost: $ 0.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

Period of performance begins 20 December through 20 March 2013.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AP	MRAP (AIR FORCE) EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 85,000.00 $ 85,000.00

SERVICE REQUESTED: CLS Ramp-up & Base -
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M3CLS1AQ7 PRON AMD: 02 ACRN: AX
PSC: R706
CUSTOMER ORDER NO: F3QCDK2320G002

Cost No Fee: $100,000.00

(End of narrative B001)

MOD P00025 updates CLIN 1103AP:

Prior Balance:

Estimated Cost: $ 100,000.00

New Balance:

Estimated Cost: $ 85,000.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 85,000.00

Period of performance begins 20 December through 20 March 2013.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103AQ	MRAP (ARMY) EOR TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 2,222.01 $ 2,222.01
	SERVICE REQUESTED: LOG AN SC CONUS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS05Q7 PRON AMD: 01 ACRN: BA PSC: R706 Cost No Fee: $2,222.01 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 20-MAR-2013 $ 2,222.01				
	Period of performance through 20 March 2013. (End of narrative F001)				
1104	MRAP ARMY OR BASE LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10 C.1.11; C.1.12; C.1.14 (End of narrative A001)				
1104AA	MRAP ARMY OR BASE OP LABOR (CPFF LOE)			Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 57,772,168.11 $ 4,988,784.19 $ 62,760,952.30
	SERVICE REQUESTED: MRAP ARMY OR BASE LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS03Q7 PRON AMD: 10 ACRN: AS				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: R706 Estimated Cost: $80,021,536.11 Fixed Fee: $4,988,784.19 Total Cost Plus Fixed Fee: $85,010,320.30 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,480,351 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 UNDEFINITIZED $ 62,760,952.30 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1104AB	MRAP (MARINES) OR BASE OP LABOR SERVICE REQUESTED: MRAP MARINE OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS1MQ7 PRON AMD: 06 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388 Estimated Cost: $1,293,995.46 Fixed Fee: $65,000.56 Total Cost Plus Fixed Fee: $1,358,996.02 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 19,288 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 1,358,996.02	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 1,358,996.02

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1104AG	MRAP (AIR FORCE) - OR BASE OP LABOR SERVICE REQUESTED: MRAP AIR FORCE OR BASE LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLS2AQ7 PRON AMD: 02 ACRN: AX PSC: R706 CUSTOMER ORDER NO: F3QCDK2341G006 Estimated Cost: $1,324,121.01 Fixed Fee: $126,732.50 Total Cost Plus Fixed Fee: $1,450,853.51 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 37,687 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: 15-NOV-2013 $ 1,450,853.51 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 1,450,853.51
1104AH	MRAP (ARMY) OR BASE OP LABOR SERVICE REQUESTED: SR LOG AN SC CONUS CLIN CONTRACT TYPE:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 85,455.52

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost Plus Fixed Fee PRON: 2M3CLS05Q7 PRON AMD: 05 ACRN: BA PSC: R706 Estimated Cost: $80,953.20 Fixed Fee: $4,502.32 Total Cost Plus Fixed Fee: $85,455.52 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,336 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 85,455.52 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1105	MRAP ARMY BASE MTL, TVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
1105AA	MRAP (ARMY) OR BASE OP MTL, TRVL, ODC SERVICE REQUESTED: MRAP ARMY BASE MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS03Q7 PRON AMD: 08 ACRN: AS PSC: R706 Cost No Fee: $10,990,127.30 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 10,990,127.30 $ 10,990,127.30

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 10,990,127.30 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1105AB	MRAP (MARINES) OR BASE OP MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 266,724.59 $ 266,724.59
	SERVICE REQUESTED: MRAP MARINE BASE TRVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS1MQ7 PRON AMD: 05 ACRN: AP PSC: R706 CUSTOMER ORDER NO: M9545013MPZ8388 Cost No Fee: $266,724.59 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 266,724.59				
	Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1105AD	MRAP (ARMY) OR BASE OP MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 156,292.05 $ 156,292.05
	SERVICE REQUESTED: MRAP ARMY OR BASE OP TVL CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS04Q7 PRON AMD: 03 ACRN: AW PSC: R706 Cost No Fee: $159,292.05 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	$ 156,292.05 Period of performance: 21 March 2013 through 15 November 2013. (End of narrative F001)				
1105AE	MRAP (AIR FORCE) - OR BASE OP MTL, TVL, ODC SERVICE REQUESTED: MRAP AIR FOFCE BASE OP TVL PRON: 2M3CLS2AQ7 PRON AMD: 01 ACRN: AX PSC: R706 CUSTOMER ORDER NO: F3QCDK2341G006 Cost No Fee: $204,868.12 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 204,868.12 Data not printed. (End of narrative F001)	1	LO		$ 204,868.12
1105AF	MRAP (ARMY) OR TVL, ODC SERVICE REQUESTED: SR LOG AN SC CONUS MTL, TVL CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLS05Q7 PRON AMD: 05 ACRN: BA Cost No Fee: $5,639.05 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 5,639.05 $ 5,639.05

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD 001 — QUANTITY 1 — DATE 15-NOV-2013 $ 5,639.05 Period of performance 21 March 2013 through 15 November 2013. (End of narrative F001)				
1201	SOCOM - PHASE-IN Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.3.8; C.1.1.3.9; C.1.3 (End of narrative A001)				
1201AA	Services - Priced SERVICE REQUESTED: SOCOM - PHASE-IN PRON: 2M2CLS1SQ7 PRON AMD: 01 ACRN: AH PSC: R706 CUSTOMER ORDER NO: M9545012MP1MRAP Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD 001 — QUANTITY 1 — DATE UNDEFINITIZED $ 2,852,682.00 Due to Stop Work cancellation Period of performance begins 21 September 2012 through 20 November 2012 (End of narrative F001)	1	LO		$ 2,852,682.00
1202	SOCOM - EOR LABOR Services performed under				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.3; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12; C.1.13 C.1.14; C.1.15 (End of narrative A001)				
1202AA	Services - Priced	1	LO		$ 16,099,335.00
	SERVICE REQUESTED: SOCOM - EOR LABOR PRON: 2M2CLS1SQ7 PRON AMD: 02 ACRN: AH PSC: R706 CUSTOMER ORDER NO: M9545012MP1MRAP Estimated Cost:$14,779,170.72 Fixed Fee:$1,320,164.28 Total Cost Plus Fixed Fee: $16,099,335.00 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 387,072 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 16,099,335.00				
	Period of Performance begins 45 days after contract award through 180 days after contract award. (End of narrative F001)				
1203	SOCOM - EOR MTL, TVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1203AA	SOCOM - EOR MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 21,714,030.00 $ 21,714,030.00

SERVICE REQUESTED: SOCOM - EOR MTL, TVL, ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M2CLS1SQ7 PRON AMD: 02 ACRN: AH
PSC: R706
CUSTOMER ORDER NO: M9545012MP1MRAP

Cost No Fee

(End of narrative B001)

MOD P00025 updates CLIN 1203AA:

Prior Balance:

Estimated Cost: $23,514,030.00

New Balance:

Estimated Cost: $21,714,030.00

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	UNDEFINITIZED

$ 21,714,030.00

Period of performance begins 45 days
after contract award through 180 days after
contract award.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1204	SOCOM OR LABOR Data not printed. (End of narrative A001)				
1204AA	SOCOM OR BASE OP LABOR (CPFF LOE) SERVICE REQUESTED: SOCOM OR LABOR PRON: 2M3CLSO1Q7 PRON AMD: 03 ACRN: AR CUSTOMER ORDER NO: F2VUF02304G001 Data not printed. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 5,342,253.53 Data not printed. (End of narrative F001)	1	LO		$ 5,342,253.53
1204AB	SOCOM OR BASE OP LABOR SERVICE REQUESTED: SOCOM OR BASE OP LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M3CLSS1Q7 PRON AMD: 04 ACRN: AR PSC: R706 CUSTOMER ORDER NO: F2VUF03106G001 Estimated Cost: $23,894,959.50 Fixed Fee: $1,902,388.13 Total Cost Plus Fixed Fee : $25,798,347.63 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 564,543 (End of narrative B001) Inspection and Acceptance	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 0.00 $ 0.00 $ 25,798,347.63

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2013 $ 25,798,347.63 Period of Performance through 15 November 2013. (End of narrative F001)				
1205	SOCOM OR BASE MATL, TRVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
1205AA	SOCOM OR BASE OP MATL, TRVL, ODC SERVICE REQUESTED: SOCOM OR BASE MATL, TRVL, ODC PRON: 2M3CLSO1Q7 PRON AMD: 03 ACRN: AR PSC: R706 CUSTOMER ORDER NO: F2VUF02304G001 Cost No Fee: $6,657,746.47 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED $ 6,657,746.47 NOTE: Partial Funding for Option for service from 21 March - 28 April for CONUS and 21 March - 5 May for OCONUS (End of narrative F001)	1	LO		$ 6,657,746.47

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1205AB	SOCOM OR BASE MATL, TRVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 23,460,149.59 $ 23,460,149.59
	SERVICE REQUESTED: SOCOM OR BASE MATL, TRVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M3CLSS1Q7 PRON AMD: 04 ACRN: AR PSC: R706 CUSTOMER ORDER NO: F2VUF03106G001 Cost No Fee: $24,460,149.59 (End of narrative B001) MOD P00025 updates CLIN 1205AB: Prior Balance: Estimated Cost: $24,460,149.59 New Balance: Estimated Cost: $23,460,149.59 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED $ 23,460,149.59 Period of Performance through 15 November 2013. (End of narrative F001)				
2001	RCV OR OP 1 LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.1.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	C.1.13; C.1.14; C.1.15 (End of narrative A001)				
2001AA	RCV - OR OP 1 LABOR SERVICE REQUESTED: RCV OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4SMA01Q7 PRON AMD: 04 ACRN: BE PSC: R706 Estimated Cost: $42,691,582.00 Fixed Fee: $2,821,554.72 Total Cost Plus Fixed Fee: $45,513,136.72 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,004,112 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2014 $ 45,513,136.72 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 42,691,582.00 $ 2,821,554.72 $ 45,513,136.72
2001AB	RCV EHP - OR OP 1 LABOR SERVICE REQUESTED: RCV EHP OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4SMA02Q7 PRON AMD: 06 ACRN: BF PSC: R706 Estimated Cost: $10,526,398.20 Fixed Fee: $678,005.23	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 10,526,398.20 $ 678,005.23 $ 11,204,403.43

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Total Cost Plus Fixed Fee: $11,204,403.43 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 241,283 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 11,204,403.43 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				
2001AC	RCV PROPHET - OR OP 1 LABOR SERVICE REQUESTED: RCV PROPHET OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4SMA01Q7 PRON AMD: 04 ACRN: BE PSC: R706 Estimated Cost: $673,071.11 Fixed Fee: $42,360.75 Total Cost Plus Fixed Fee: $715,431.86 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 15,075 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 715,431.86 Period of performance: 16 November 2013 through 15 November 2014.	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 673,071.11 $ 42,360.75 $ 715,431.86

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
2001AD	RCV BUFFALO - OR OP 1 LABOR SERVICE REQUESTED: RCV BUFFALO OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4CLSB1Q7 PRON AMD: 02 ACRN: BG PSC: R706 CUSTOMER ORDER NO: M9545014MPZ8322 Estimated Cost: $1,342,254.93 Fixed Fee: $91,895.43 Total Cost Plus Fixed Fee: $1,434,150.36 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 32,626 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 1,434,150.36 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,342,254.93 $ 91,895.43 $ 1,434,150.36
2001AE	RCV POR - OR OP 1 LABOR SERVICE REQUESTED: RCV POR OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P126M0862T PRON AMD: 06 ACRN: BH PSC: R706 Estimated Cost: $4,789,282.70	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 4,789,282.70 $ 367,955.45 $ 5,157,238.15

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Fixed Fee: $367,955.45 Total Cost Plus Fixed Fee: $5,157,238.15 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 130,945 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 5,157,238.15 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				
2001AF	RCV (USMC HUSKY) OR OP 1 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 234,125.89 $ 17,452.91 $ 251,578.80
	SERVICE REQUESTED: RCV HUSKY OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4VMMD1Q7 PRON AMD: 02 ACRN: BP PSC: R706 CUSTOMER ORDER NO: M9545014MPZWA11 Estimated Cost: $234,125.89 Fixed Fee: $17,452.91 Total Cost Plus Fixed Fee: $251,578.80 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 5,949 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 30-SEP-2014 $ 251,578.80 Period of performance: 1 April 2014 to 30 September				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	2014. (End of narrative F001)				
2001AG	RCV (USMC HUSKY) OR OP 1 LABOR SERVICE REQUESTED: RCV HUSKY OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: T146M0152T PRON AMD: 01 ACRN: BP PSC: R706 CUSTOMER ORDER NO: M9545014MPZWA11 Estimated Cost: $75,844.15 Fixed Fee: $306.29 Total Cost Plus Fixed Fee: $76,150.44 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 371 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 30-SEP-2014 $ 76,150.44 Period of performance through 30 September 2014. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 75,844.15 $ 306.29 $ 76,150.44
2001AH	RCV (USMC HUSKY) OR OP 1 LABOR SERVICE REQUESTED: RCV HUSKY OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: T146M0142T PRON AMD: 02 ACRN: BQ PSC: R706 CUSTOMER ORDER NO: M9545014MP47984	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 35,246.47 $ 3,147.20 $ 38,393.67

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Estimated Cost: $35,246.47 Fixed Fee: $3,147.20 Total Cost Plus Fixed Fee: $38,393.67 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,120 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 38,393.67 Period of performance from 1 October 2014 through 15 November 2014. (End of narrative F001)				
2001AJ	RCV HMDS OR OP 1 LABOR SERVICE REQUESTED: RCV HMDS OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 4I4UA1251A PRON AMD: 01 ACRN: BR PSC: R706 Estimated Cost: $45,396.29 Fixed Fee: $3,481.59 Total Cost Plus Fixed Fee: $48,877.88 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,239 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 48,877.88	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 45,396.29 $ 3,481.59 $ 48,877.88

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance through 15 November 2014. (End of narrative F001)				
2002	RCV OR OP 1 MATL, TRVL, ODC Services performed under this CLIN shall be in accordance with the following Procurement Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
2002AA	RCV OR OP 1 MATL, TRVL, ODC SERVICE REQUESTED: RCV OR OP 1 MATL, TRVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4SMA01Q7 PRON AMD: 03 ACRN: BE Cost No Fee: $48,891,700.37 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2014 $ 48,891,700.37 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 48,891,700.37 $ 48,891,700.37
2002AB	RCV EHP OR OP 1 MTL TVL ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 9,749,323.41 $ 9,749,323.41

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE REQUESTED: RCV EHP OR OP 1 MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4SMA02Q7 PRON AMD: 05 ACRN: BF PSC: R706 Cost No Fee: $9,749,323.41 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 9,749,323.41 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				
2002AC	RCV PROPHET OR OP 1 MTL TVL ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 235,108.33 $ 235,108.33
	SERVICE REQUESTED: RCV PROPH OR OP 1 MTL TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4SMA01Q7 PRON AMD: 03 ACRN: BE Cost No Fee: $235,108.33 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 235,108.33 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD	RCV BUFFALO - OR OP 1 MTL, TVL, ODC SERVICE REQUESTED: RCV BUFFALO OR OP1 MTL TVL OD CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4CLSB1Q7 PRON AMD: 02 ACRN: BG CUSTOMER ORDER NO: M9545014MPZ8322 Cost No Fee: $901,568.61 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 901,568.61 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 901,568.61 $ 901,568.61
2002AE	RCV POR OR OP 1 MTL TVL ODC SERVICE REQUESTED: RCV POR OR OP 1 MTL TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: P126M0862T PRON AMD: 05 ACRN: BH Cost No Fee: $3,452,195.56 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 3,452,195.56	1	LO	Estimated Cost Not to Exceed (Funding)	$ 3,452,195.56 $ 3,452,195.56

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				
2002AF	RCV (USMC HUSKY) OR OP 1 MTL, TVL, ODC SERVICE REQUESTED: RCV HUSKY OR OP 1 MTL TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4VMMD1Q7 PRON AMD: 01 ACRN: BP CUSTOMER ORDER NO: M9545014MPZWA11 Cost No Fee: $46,500.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: 30-SEP-2014 $ 46,500.00 Period of performance: 1 April 2014 to 30 September 2014. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 46,500.00 $ 46,500.00
2002AG	RCV (USMC HUSKY) OR 1 MTL, TVL, ODC SERVICE REQUESTED: RCV HUSKY OR 1 MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: T146M0142T PRON AMD: 02 ACRN: BQ PSC: R706 CUSTOMER ORDER NO: M9545014MP47984 Cost No Fee: $109,240.00 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 109,240.00 $ 109,240.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 109,240.00 Period of performance: 1 October 2014 to 15 November 2014. (End of narrative F001)				
2002AH	RCV HMDS OR OP 1 MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 390,306.13 $ 390,306.13
	SERVICE REQUESTED: RCV HMDS OP 1 MTL TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 4I4UA1251A PRON AMD: 01 ACRN: BR PSC: R706 Cost No Fee: $390,306.13 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 390,306.13 Period of performance through 15 November 2014. (End of narrative F001)				
2101	MRAP ARMY OR OP 1 LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references:				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10 C.1.11; C.1.12; C.1.14 (End of narrative A001)				
2101AA	MRAP ARMY - OR OP 1 LABOR SERVICE REQUESTED: MRAP ARMY OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4CLSA1Q7 PRON AMD: 03 ACRN: BK PSC: R706 Estimated Cost: $7,322,038.02 Fixed Fee: $280,716.19 Total Cost Plus Fixed Fee: $7,602,754.21 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 99,899 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: 15-NOV-2014 $ 7,602,754.21 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 7,322,038.02 $ 280,716.19 $ 7,602,754.21
2101AB	MRAP AIR FORCE - OR OP 1 LABOR SERVICE REQUESTED: MRAP AIR FORCE OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4CLSF1Q7 PRON AMD: 02 ACRN: BL PSC: R706 CUSTOMER ORDER NO: F2QF203304G001	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,332,639.11 $ 88,319.10 $ 1,420,958.21

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Estimated Cost: $1,332,639.11 Fixed Fee: $88,319.10 Total Cost Plus Fixed Fee: $1,420.958.21 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 31,430 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-MAR-2014 $ 1,420,958.21 Period of performance: 16 November 2013 through 15 March 2014. (End of narrative F001)				
2101AC	MRAP AIR FORCE - OR OP 1 LABOR SERVICE REQUESTED: MRAP AIR FORCE OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4CLSF2Q7 PRON AMD: 04 ACRN: BN PSC: R706 CUSTOMER ORDER NO: F2QF204027G001 ESTIMATED COST: 2,946,425.40 FIXED FEE: $184,923.29 TOTAL Cost Plus Fixed Fee: $3,131,348.69 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 65,809 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 3,131,348.69 Period of performance through 15 November 2014.	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 2,946,425.40 $ 184,923.29 $ 3,131,348.69

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
2102	MRAP ARMY OR OP 1 TRVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
2102AA	MRAP ARMY - OR OP 1 TRVL, ODC SERVICE REQUESTED: MRAP ARMY OR OP 1 TRVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4CLSA1Q7 PRON AMD: 02 ACRN: BK Cost No Fee: $1,206,978.43 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2014 $ 1,206,978.43 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,206,978.43 $ 1,206,978.43
2102AB	MRAP AIR FORCE - OR OP 1 TVL, ODC SERVICE REQUESTED: MRAP AIR FORCE OR OP1 TVL ODC CLIN CONTRACT TYPE:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 532,555.79 $ 532,555.79

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost No Fee PRON: 2M4CLSF1Q7 PRON AMD: 02 ACRN: BL CUSTOMER ORDER NO: F2QF203304G001 Cost No Fee: $532,555.79 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 532,555.79 Period of Performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				
2102AC	MRAP AIR FORCE OR OP 1 TVL ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 707,531.21 $ 707,531.21
	SERVICE REQUESTED: MRAP AIR FORCE OD OP 1 TVL CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4CLSF2Q7 PRON AMD: 01 ACRN: BN CUSTOMER ORDER NO: F2QF204027G001 Cost No Fee: $707,531.21 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2014 $ 707,531.21 This CLIN supports continued support from CLIN 2102AB. Period of performance through 15 November 2014. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2201	SOCOM - OR OP 1 LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.3; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12; C.1.13 C.1.14; C.1.15 (End of narrative A001)				
2201AA	SOCOM - OR OP 1 LABOR SERVICE REQUESTED: SOCOM - OR OP 1 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4CLSS1Q7 PRON AMD: 02 ACRN: BJ PSC: R706 CUSTOMER ORDER NO: F2VUF03303G001 Estimated Cost: $32,527,967.64 Fixed Fee: $2,032,723.09 Total Cost Plus Fixed Fee: $34,560,690.73 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 723,389 (End of narrative B001) Modification P00044 adjusts CLIN 2201AA: From: ESTIMATED COST: $32,527,967.64 FIXED FEE: $2,032,723.09 TOTAL ESTIMATED COST + FIXED FEE: $34,560,690.73 To: ESTIMATED COST: $33,527,967.64 FIXED FEE: $2,032,723.09 TOTAL ESTIMATED COST + FIXED FEE: $35,560,690.73 (End of narrative B002)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 33,527,967.64 $ 2,032,723.09 $ 35,560,690.73

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2013 End Date: 15-NOV-2014 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2014 $ 35,560,690.73 Period of performance: 16 November 2013 through 15 November 2014. (End of narrative F001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2202	SOCOM - OR OP 1 MTL, TVL, ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
2202AA	SOCOM - OR OP 1 MATL, TRVL, ODC SERVICE REQUESTED: SOCOM - OR OP 1 MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M4CLSS1Q7 PRON AMD: 02 ACRN: BJ PSC: R706 CUSTOMER ORDER NO: F2VUF03303G001 Cost No Fee: $18,869,612.89 (End of narrative B001) Modification P00044 adjusts CLIN 2202AA: From: $18,869,612.89 To: $17,869,612.89 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2013 End Date: 15-NOV-2014 DLVR SCH REL CD: 001 — QUANTITY: 2 — PERF COMPL DATE: 15-NOV-2014 $ 17,869,612.89 Period of performance: 16 November 2013 through 15 November 2014.	2	LO	Estimated Cost Not to Exceed (Funding)	$ 17,869,612.89 $ 17,869,612.89

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
3001	CLSS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.5.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12 C.1.13; C.1.14; C.1.15 (End of narrative A001)				
3001AA	RCV ARMY - OR OP 2 LABOR SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLS15Q7 PRON AMD: 10 ACRN: BW PSC: R706 Estimated Cost: $8,585,500.50 Fixed Fee: $664,055.12 Total Cost Plus Fixed Fee : $9,2,49,555.62 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 240,270 (End of narrative B001) Modification P00055 adjusts CLIN 3001AA: From: HOURS: 240,720 ESTIMATED COST: $8,585,500.50 FIXED FEE: $664,055.12 TOTAL ESTIMATED COST + FIXED FEE: $9,249,555.62 To: HOURS: 241,296 ESTIMATED COST: $8,618,519.56 FIXED FEE: $665,867.45 TOTAL ESTIMATED COST + FIXED FEE: $9,284,387.00 (End of narrative B002)	2	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 12,590,524.95 $ 665,867.45 $ 13,256,392.40

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Modification P00058 adjusts CLIN 3001AA: From: HOURS: 241,296 ESTIMATED COST: $8,618,519.56 FIXED FEE: $665,867.45 TOTAL ESTIMATED COST + FIXED FEE: $9,284,387.00 To: HOURS: 241,296 ESTIMATED COST: $12,590,524.95 FIXED FEE: $665,867.45 TOTAL ESTIMATED COST + FIXED FEE: $13,256,392.40 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 2 — PERF COMPL DATE: 15-NOV-2015 $ 13,256,392.40 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3001AB	RCV EHP - OR OP 2 LABOR SERVICE REQUESTED: Clss 114 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLS14Q7 PRON AMD: 05 ACRN: BX PSC: R706 Estimated Cost: $2,140,151.17 Fixed Fee: $163,217.57 Total Cost Plus Fixed Fee : $2,303,368.74 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 59,137	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 2,634,204.46 $ 158,702.21 $ 2,792,906.67

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

(End of narrative B001)

Modification P00058 adjusts CLIN 3001AB:

From:

HOURS: 59,137
ESTIMATED COST: $2,140,151.17
FIXED FEE: $163,217.57
TOTAL ESTIMATED COST + FIXED FEE: $2,303,368.74

To:

HOURS: 59,137
ESTIMATED COST: $2,629,689.10
FIXED FEE: $163,217.57
TOTAL ESTIMATED COST + FIXED FEE: $2,792,906.67

(End of narrative B002)

Modification P00068 adjusts CLIN 3001AB as follows:

From:

Hours: 59,137
Estimated Cost: $2,629,689.10
Fixed Fee: $163,217.57
Estimated Cost + Fixed Fee: $2,792,906.67

To:

Hours: 57,501
Estimated Cost: $2,697,204.46
Fixed Fee: $158,702.21
Estimated Cost + Fixed Fee: $2,792,906.67

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 2,792,906.67

Period of performance: 16 November 2014 through 15 November 2015.

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
3001AD	RCV BUFFALO - OR OP2 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 74,090.18 $ 4,896.48 $ 78,986.66
	SERVICE REQUESTED: CLS Buffalo FY15 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLSB1Q7 PRON AMD: 02 ACRN: CF PSC: R706 CUSTOMER ORDER NO: M9545015MPZ8251 Estimated Cost: $116,709.65 Fixed Fee: $7,016.48 Total Cost Plus Fixed Fee : $123,726.13 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 2,543 (End of narrative B001) Modification P00058 adjusts CLIN 3001AD: From: HOURS: 2,543 ESTIMATED COST: $116,709.65 FIXED FEE: $7,016.48 TOTAL ESTIMATED COST + FIXED FEE: $123,726.13 To: HOURS: 2,543 ESTIMATED COST: $71,970.18 FIXED FEE: $7,016.48 TOTAL ESTIMATED COST + FIXED FEE: $78,986.66 (End of narrative B002) Modification P00061 adjusts CLIN 3001AD as follows: From: HOURS: 2,393 ESTIMATED COST: $71,970.18 FIXED FEE: $7,016.48 TOTAL ESTIMATED COST + FIXED FEE: $78,986.66 To: HOURS: 2,393 ESTIMATED COST: $74,090.18 FIXED FEE: $4,896.48 TOTAL ESTIMATED COST + FIXED FEE: $78,986.66 (End of narrative B003)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 78,986.66 Period of performance: 16 November 2014 through 30 April 2015. (End of narrative F001)				
3001AE	RCV POR - OR OP 2 LABOR SERVICE REQUESTED: AMS CLSS POR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P146M0222T PRON AMD: 02 ACRN: BY PSC: R706 Estimated Cost: $11,742,807.20 Fixed Fee: $886,017.19 Total Cost Plus Fixed Fee : $12,628,824.39 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 323,270 (End of narrative B001) Modification P00055 adjusts CLIN 3001AE: From: HOURS: 323,270 ESTIMATED COST: $11,742,807.20 FIXED FEE: $886,017.19 TOTAL ESTIMATED COST + FIXED FEE: $12,628,824.39 To: HOURS: 322,694 ESTIMATED COST: $11,709,533.78 FIXED FEE: $884,173.07	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 9,546,840.75 $ 713,682.68 $ 10,260,523.43

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

TOTAL ESTIMATED COST + FIXED FEE: $12,593,706.85

(End of narrative B002)

Modification P00059 adjusts CLIN 3001AE:

From:

HOURS: 322,694
ESTIMATED COST: $11,709,533.78
FIXED FEE: $884,173.07
TOTAL ESTIMATED COST + FIXED FEE: $12,593,706.85

To:

HOURS: 322,526
ESTIMATED COST: $11,702,401.74
FIXED FEE: $883,635.20
TOTAL ESTIMATED COST + FIXED FEE: $12,586,036.94

(End of narrative B003)

Modification P00063 adjusts CLIN 3001AE as follows:

From:

HOURS: 322,694
ESTIMATED COST: $11,702,401.74
FIXED FEE: $883,635.20
TOTAL ESTIMATED COST + FIXED FEE: $12,586,036.94

To:

HOURS: 261,117
ESTIMATED COST: $9,546,840.75
FIXED FEE: $713,682.68
TOTAL ESTIMATED COST + FIXED FEE: $10,260,523.43

(End of narrative B004)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 10,260,523.43

Period of performance: 16 November 2014 through 15 November 2015.

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
3001AF	RCV HUSKY - OR OP 2 LABOR SERVICE REQUESTED: RCV HUSKY OR OP 2 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLSVMQ7 PRON AMD: 01 ACRN: BZ PSC: R706 CUSTOMER ORDER NO: M9545015MP46C40 Estimated Cost: $29,779.08 Fixed Fee: $2,274.42 Total Cost Plus Fixed Fee : $32,053.50 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 824 (End of narrative B001) Modification P00058 adjusts CLIN 3001AF: From: HOURS: 824 ESTIMATED COST: $29,779.08 FIXED FEE: $2,274.42 TOTAL ESTIMATED COST + FIXED FEE: $32,053.50 To: HOURS: 824 ESTIMATED COST: $20,707.48 FIXED FEE: $2,274.42 TOTAL ESTIMATED COST + FIXED FEE: $22,981.90 (End of narrative B002) Modification P00068 adjusts CLIN 3001AF as follows: From: HOURS: 824 ESTIMATED COST: $20,707.48 FIXED FEE: $2,274.42 TOTAL ESTIMATED COST + FIXED FEE: $22,981.90 To: HOURS: 824 ESTIMATED COST: $19,629.58 FIXED FEE: $2,274.42 TOTAL ESTIMATED COST + FIXED FEE: $21,904.00	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 19,629.58 $ 2,274.42 $ 21,904.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 21,904.00 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3001AG	RCV CEH - OR OP 2 LABOR SERVICE REQUESTED: HMDS CLS SPT CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 4I4UA1311A PRON AMD: 02 ACRN: CA PSC: R706 Estimated Cost: $96,145.16 Fixed Fee: $6,604.81 Total Cost Plus Fixed Fee : $102,749.97 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 2,393 (End of narrative B001) Modification P00058 adjusts CLIN 3001AG: From: HOURS: 2,393 ESTIMATED COST: $96,145.16 FIXED FEE: $6,604.81 TOTAL ESTIMATED COST + FIXED FEE: $102,749.97 To: HOURS: 2,393	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 148,425.60 $ 6,604.81 $ 155,030.41

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ESTIMATED COST: $128,425.60 FIXED FEE: $6,604.81 TOTAL ESTIMATED COST + FIXED FEE: $135,030.41 (End of narrative B002) Modification P00061 adjusts CLIN 3001AG as follows: From: HOURS: 2,393 ESTIMATED COST: $128,425.60 FIXED FEE: $6,604.81 TOTAL ESTIMATED COST + FIXED FEE: $135,030.41 To: HOURS: 2,393 ESTIMATED COST: $148,425.60 FIXED FEE: $6,604.81 TOTAL ESTIMATED COST + FIXED FEE: $155,030.41 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-MAY-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-MAY-2015 $ 155,030.41 Period of performance: 16 November 2014 through 15 May 2015. (End of narrative F001)				
3001AH	RCV FORSCOM - OR OP 2 LABOR SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLS15Q7 PRON AMD: 10 ACRN: BW PSC: R706	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,509,486.97 $ 137,615.01 $ 1,647,101.98

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Estimated Cost: $1,702,898.11 Fixed Fee: $137,615.01 Total Cost Plus Fixed Fee : $1,840,513.12 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 49,861 (End of narrative B001) Modification P00058 adjusts CLIN 3001AH: From: HOURS: 49,861 ESTIMATED COST: $1,702,898.11 FIXED FEE: $137,615.01 TOTAL ESTIMATED COST + FIXED FEE: $1,840,513.12 To: HOURS: 49,861 ESTIMATED COST: $1,509,486.97 FIXED FEE: $137,615.01 TOTAL ESTIMATED COST + FIXED FEE: $1,647,101.98 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 1,647,101.98 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3001AJ	RCV CEHC - OR OP 2 LABOR SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 318,878.13 $ 28,428.93 $ 347,307.06

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost Plus Fixed Fee PRON: 2M5CLS15Q7 PRON AMD: 10 ACRN: BW PSC: R706 Estimated Cost: $347,325.63 Fixed Fee: $28,428.93 Total Cost Plus Fixed Fee : $375,754.56 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 10,300 (End of narrative B001) Modification P00058 adjusts CLIN 3001AJ: From: HOURS: 10,300 ESTIMATED COST: $318,878.13 FIXED FEE: $28,428.93 TOTAL ESTIMATED COST + FIXED FEE: $347,307.06 To: HOURS: 10,300 ESTIMATED COST: $318,878.13 FIXED FEE: $28,428.93 TOTAL ESTIMATED COST + FIXED FEE: $347,307.06 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 347,307.06 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3001AK	USMC - RCV HUSKY - OR OP 2 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,062.40 $ 220.80 $ 1,283.20

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SERVICE REQUESTED: USMC - HUSKEY SEATS
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: T156M0042T PRON AMD: 05 ACRN: CE
PSC: R706
CUSTOMER ORDER NO: M9545015MP36K45

Modification P00068 adjusts CLIN 3001AK as follows:

From:

HOURS: 80
ESTIMATED COST: $2,822.40
FIXED FEE: $220.80
ESTIMATED COST + FIXED FEE: $3,043.20

To:

HOURS: 80
ESTIMATED COST: $1,062.40
FIXED FEE: $220.80
ESTIMATED COST + FIXED FEE: $1,283.20

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 23-MAR-2015
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 1,283.20

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AL	RCV ARMY KOREA FSR - OR OP 2 LABOR SERVICE REQUESTED: KOREA FSR OR OP 2 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P146M0232T PRON AMD: 02 ACRN: CJ PSC: R706 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUN-2015 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 32,518.18	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 30,177.70 $ 2,340.48 $ 32,518.18
3002	CLSS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
3002AA	RCV ARMY - OR OP2 MATL, TRVL, ODC SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLS15Q7 PRON AMD: 13 ACRN: BW PSC: R706 Cost No Fee: $2,592,427.42 Modification P00055 adjusts CLIN 3002AA: From:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 6,173,903.28 $ 6,173,903.28

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Cost No Fee: $2,592,427.42

To:

Cost No Fee: $2,600,006.84

(End of narrative B001)

Modification P00058 adjusts CLIN 3002AA:

From:

Cost No Fee: $2,600,006.84

To:

Cost No Fee: $6,111,379.89

(End of narrative B002)

Modification P00059 adjusts CLIN 3002AE:

From:

Cost No Fee: $6,111,379.89

To:

Cost No Fee: $6,173,903.28

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 6,173,903.28

Period of performance: 16 November 2014 through 15 November 2015.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB	RCV EHP - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: Clss 114 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLS14Q7 PRON AMD: 04 ACRN: BX PSC: R706 Cost No Fee: $522,700.06 (End of narrative B001) Modification P00058 adjusts CLIN 3002AB: From: Cost No Fee: $522,700.06 To: Cost No Fee: $3,492,913.77 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 3,492,913.77 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 3,492,913.77 $ 3,492,913.77
3002AD	RCV BUFFALO - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: CLS Buffalo FY15 CLIN CONTRACT TYPE:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 8,000.90 $ 8,000.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost No Fee PRON: 2M5CLSB1Q7 PRON AMD: 02 ACRN: CF PSC: R706 CUSTOMER ORDER NO: M9545015MPZ8251 Cost No Fee: $6,273.87 (End of narrative B001) Modification P00058 adjusts CLIN 3002AD: From: Cost No Fee: $6,273.87 To: Cost No Fee: $8,000.90 (End of narrative B002) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> Period of Performance Start Date: 16-NOV-2014 End Date: 30-APR-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 30-APR-2015 $ 8,000.90 Period of performance: 16 November 2014 through 30 April 2015. (End of narrative F001)				
3002AE	<u>RCV POR - OR OP2 MTL, TVL, ODC</u> SERVICE REQUESTED: AMS CLSS POR CLIN CONTRACT TYPE: Cost No Fee PRON: P146M0222T PRON AMD: 02 ACRN: BY PSC: R706 Cost No Fee: $4,700,071.22	2	LO	Estimated Cost Not to Exceed (Funding)	$ 2,837,380.82 $ 2,837,380.82

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Modification P00055 adjusts CLIN 3002AE:

From:

Cost No Fee: $4,700,071.22

To:

Cost No Fee: $4,692,491.80

(End of narrative B001)

Modification P00059 adjusts CLIN 3002AE:

From:

Cost No Fee: $4,692,491.80

To:

Cost No Fee: $4,695,981.14

(End of narrative B002)

Modification P00063 adjusts CLIN 3002AE as follows:

From:

COST NO FEE: $4,695,981.14

To:

COST NO FEE: $2,837,380.82

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	2	15-NOV-2015

$ 2,837,380.82

Period of performance: 16 November 2014 through 15 November 2015.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AF	RCV HUSKY - OR OP2 MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 51,612.96 $ 51,612.96

SERVICE REQUESTED: RCV HUSKY OR OP2 MTL TVL ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: 2M5CLSVMQ7 PRON AMD: 01 ACRN: BZ
PSC: R706
CUSTOMER ORDER NO: M9545015MP46C40

Cost No Fee: $53,066.16

(End of narrative B001)

Modification P00058 adjusts CLIN 3002AF:

From:

Cost No Fee: $53,066.16

To:

Cost No Fee: $50,535.06

(End of narrative B002)

Modification P00068 adjusts CLIN 3002AF as follows:

From:

COST NO FEE:$50,535.06

To:

COST NO FEE: $51,612.96

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 51,612.96

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3002AG	RCV CEH - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: HMDS CLS SPT CLIN CONTRACT TYPE: Cost No Fee PRON: 4I4UA1311A PRON AMD: 02 ACRN: CA PSC: R706 Cost No Fee: $197,250.03 (End of narrative B001) Modification P00058 adjusts CLIN 3002AG: From: Cost No Fee: $197,250.03 To: Cost No Fee: $48,724.56 (End of narrative B002) Modification P00061 adjusts CLIN 3002AG as follows: From: COST NO FEE: $48,724.56 To: COST NO FEE: $28,724.56 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-MAY-2015 DLVR SCH PERF COMPL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 28,724.56 $ 28,724.56

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD 001 — QUANTITY 1 — DATE 15-MAY-2015 $ 28,724.56 Period of performance: 16 November 2014 through 15 May 2015. (End of narrative F001)				
3002AH	RCV FORSCOM - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLS15Q7 PRON AMD: 10 ACRN: BW PSC: R706 Cost No Fee: $537,750.00 (End of narrative B001) Modification P00058 adjusts CLIN 3002AH: From: Cost No Fee: $537,750.00 To: Cost No Fee: $228,691.49 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH — PERF COMPL REL CD 001 — QUANTITY 1 — DATE 15-NOV-2015 $ 228,691.49	1	LO	Estimated Cost Not to Exceed (Funding)	$ 228,691.49 $ 228,691.49

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3002AJ	RCV CEHC - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLS15Q7 PRON AMD: 10 ACRN: BW PSC: R706 Cost No Fee: $105,200.00 (End of narrative B001) Modification P00058 adjusts CLIN 3002AJ: From: Cost No Fee: $105,200.00 To: Cost No Fee: $96,120.06 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 96,120.06 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 96,120.06 $ 96,120.06

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AK	USMC - RCV HUSKY - OR OP2 MTL, TVL, ODC SERVICE REQUESTED: USMC - HUSKEY SEATS CLIN CONTRACT TYPE: Cost No Fee PRON: T156M0042T PRON AMD: 05 ACRN: CE PSC: R706 CUSTOMER ORDER NO: M9545015MP36K45 Modification P00068 adjusts CLIN 3002AK as follows: From: Cost No Fee:$6,880.31 To: Cost No Fee: $14,451.27 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 23-MAR-2015 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 14,451.27	1	LO	Estimated Cost Not to Exceed (Funding)	$ 14,451.27 $ 14,451.27

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AL	RCV ARMY KOREA FSR - OR OP 2 MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 66,948.84 $ 66,948.84
	SERVICE REQUESTED: KOREA OR OP 2 MTL, TVL, ODC CLIN CONTRACT TYPE: Cost No Fee PRON: P146M0232T PRON AMD: 02 ACRN: CJ PSC: R706 Period of Performance: 01 June 2015 through 15 November 2015 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUN-2015 End Date: 15-NOV-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2017 $ 66,948.84 (E) (E) = Estimated				
3003	USMC - HUSKY SEATS NSN: 9999-99-999-9999				
3003AA	USMC - RCV HUSKY SEATS	1	LO	Estimated Cost Not to Exceed (Funding)	$ 245,760.00 $ 245,760.00
	COMMODITY NAME: USMC - HUSKY SEATS CLIN CONTRACT TYPE: Cost No Fee PRON: T156M0052T PRON AMD: 01 ACRN: CE PSC: 2590 CUSTOMER ORDER NO: M9545015MP36K45 Packaging and Marking Inspection and Acceptance				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

INSPECTION: Origin ACCEPTANCE: Origin

Inspection and Acceptance
Shall be held at the below
address:

SHOCKRIDE, LLC
205 S. BECK AVENUE
CHANDLER, AZ 85226-3312

DCMA PHOENIX shall Perform the I/A.

Contact info:
Phone Number: 602-594-7800
Fax Number: 602-594-7995/7991
E-Mail: DCMA.PHOENIX@DCMA.MIL
Address: TWO RENAISSANCE SQUARE
40 NORTH CENTRAL AVE., SUITE 400
PHOENIX, AZ 85004-4424
Cognizant Office Code: S0302A

(End of narrative F002)

Deliveries or Performance

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	W56HZV5072M005	Y00000	M		2

DEL REL CD	QUANTITY	DEL DATE
001	1	13-JUL-2015

FOB POINT: Destination

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

Ship To Location:

60 Each Husky Driver Commander Seats

MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.
ManTech Chambersburg Facility
Tamarack Industrial Park Building 652
2015 Carbaugh Ave
Chambersburg, PA 17202

ManTech POC for Chambersburg
Lee Medina
Office: (910) 729-6618
Cell: (910) 853-2988

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
3101	MRAP ARMY OR OP 2 LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10 C.1.11; C.1.12; C.1.14 (End of narrative A001)				
3101AA	MRAP ARMY - OR OP 2 LABOR SERVICE REQUESTED: MRAP ARMY OR OP 2 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M501LOGQ7 PRON AMD: 01 ACRN: BS PSC: R706 Estimated Cost: $1,126,921.16 Fixed Fee: $103,059.50 Total Cost Plus Fixed Fee: $1,229,980.66 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 37,341 (End of narrative B001) Modification P00045 adjusts CLIN 3101AA: From: HOURS: 37,341 ESTIMATED COST: $1,126,921.16 FIXED FEE: $103,059.50 TOTAL ESTIMATED COST + FIXED FEE: $1,229,980.66 To: HOURS: 36,237 ESTIMATED COST: $1,129,968.20 FIXED FEE: $100,012.46 TOTAL ESTIMATED COST + FIXED FEE: $1,229,980.66 (End of narrative B002)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,129,968.20 $ 100,012.46 $ 1,229,980.66

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2014
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 1,229,980.66

Period of performance: 16 November 2014 through 15 November 2015.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3101AB	MRAP AIR FORCE - OR OP 2 LABOR SERVICE REQUESTED: MRAP AIR FORCE OR OP 2 LABOR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLSF1Q7 PRON AMD: 01 ACRN: BT PSC: R706 CUSTOMER ORDER NO: F2QF204290G001 Estimated Cost: $3,357,101.10 Fixed Fee: $290,865.36 Total Cost Plus Fixed Fee: $3,647,966.46 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 105,386 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2015 $ 3,647,966.46	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 3,357,101.10 $ 290,865.36 $ 3,647,966.46
3102	MRAP ARMY OR OP 2 TRVL & ODC Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
3102AA	MRAP ARMY - OR OP 2 TRVL & ODC SERVICE REQUESTED: MRAP ARMY OR OP 2 TRVL & ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M501LOGQ7 PRON AMD: 01 ACRN: BS PSC: R706 Cost No Fee: $107,803.12	1	LO	Estimated Cost Not to Exceed (Funding)	$ 107,803.12 $ 107,803.12

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2015 $ 107,803.12 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3102AB	MRAP AIR FORCE - OR OP 1 TVL & ODC SERVICE REQUESTED: MRAP AIR FORCE OR OP2 TVL ODC CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLSF1Q7 PRON AMD: 01 ACRN: BT PSC: R706 CUSTOMER ORDER NO: F2QF204290G001 Cost No Fee: $168,052.07 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-NOV-2015 $ 168,052.07 Period of performance: 16 November 2014 through 15 November 2015. (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 168,052.07 $ 168,052.07
3102AC	MRAP AIR FORCE - OR OP 2 TVL & ODC	1	LO	Estimated Cost Not to Exceed	$ 250,000.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				(Funding)	$ 250,000.00
	SERVICE REQUESTED: CLS AIR FORCE - QATA CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLSF2Q7 PRON AMD: 01 ACRN: CB PSC: R706 CUSTOMER ORDER NO: F2QF205007G002 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 250,000.00				
3102AD	MRAP AIR FORCE - OR OP 2 TVL & ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 860,000.00 $ 860,000.00
	SERVICE REQUESTED: Air Force CLS pt 3 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLSF3Q7 PRON AMD: 02 ACRN: CG PSC: R706 CUSTOMER ORDER NO: F2QF205112GW01 Modification P00059 adjusts CLIN 3102AD: From: Cost No Fee: $850,000.00 To: Cost No Fee: $860,000.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 860,000.00 Period of Performance: 16 November 2014 through 15 November 2015. (End of narrative F001)				
3201	SOCOM CLS FY15 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.3; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12; C.1.13 C.1.14; C.1.15 (End of narrative A001)				
3201AA	SOCOM - OR OP 2 LABOR SERVICE REQUESTED: SOCOM CLS FY15 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M5CLSS1Q7 PRON AMD: 03 ACRN: BU PSC: R706 CUSTOMER ORDER NO: F2VUF04296GW01 Estimated Cost:$16,000,274.35 Fixed Fee:$1,320,980.16 Total Cost Plus Fixed Fee: $17,321,254.51 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 478,676 Modification P00054 adjusts CLIN 3201AA: From: HOURS: 478,676 ESTIMATED COST:$16,000,274.35 FIXED FEE:$1,320,980.16 TOTAL ESTIMATED COST + FIXED FEE: $17,321,254.51 To:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 24,421,035.95 $ 1,309,316.84 $ 25,730,352.79

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HOURS: 478,676 ESTIMATED COST: $24,551,760.09 FIXED FEE: $1,320,980.16 TOTAL ESTIMATED COST + FIXED FEE: $25,872,740.25 (End of narrative B001) Modification P00055 adjusts CLIN 3201AA: From: HOURS: 478,616 ESTIMATED COST: $24,551,760.09 FIXED FEE: $1,320,980.16 TOTAL ESTIMATED COST + FIXED FEE: $25,872,740.25 To: HOURS: 475,256 ESTIMATED COST: $24,421,035.95 FIXED FEE: $1,309,316.84 TOTAL ESTIMATED COST + FIXED FEE: $25,730,352.79 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 25,730,352.79 Period of performance: 16 November 2014 through 15 November 2015 (End of narrative F001)				
3202	SOCOM CLS FY15 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
3202AA	SOCOM - OR OP 2 MTL, TVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 7,969,082.14 $ 7,969,082.14
	SERVICE REQUESTED: SOCOM CLS FY15 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M5CLSS1Q7 PRON AMD: 03 ACRN: BU PSC: R706 CUSTOMER ORDER NO: F2VUF04296GW01 Cost No Fee: $7,975,600.00 Modification P000055 adjusts CLIN 3202AA: From: Cost No Fee: $7,975,600.00 To: Cost No Fee: $7,969,082.14				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 16-NOV-2014 End Date: 15-NOV-2015 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 15-NOV-2015 $ 7,969,082.14				
	Period of performance: 16 November 2014 through 15 November 2015.				
	(End of narrative F001)				
3301	MRAP CAIMANS				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3301AA	FMS IRAQ - LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,570,866.53 $ 83,215.12 $ 1,654,081.65

SERVICE REQUESTED: MRAP CAIMANS
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: J50USE0147 PRON AMD: 12 ACRN: CC
PSC: R706
FMS COUNTRY/CASE: IQ/USE

Modification P00047 exercises 16,187 OR OP2 Labor Hours under:

CLIN 3301AA (FMS IRAQ - LABOR (CAIMAN))

Services performed under this CLIN shall be in accordance with the following Performance Work Statement references:

C.1, C.1.1.1.7, C.1.1.2.2.4
C.1.1.3.2.3, C.1.1.4, C.1.4.5
C.1.5.6, C.1.6, C.1.8.1.2
C.1.8.1.4, C.1.8.1.5, C.1.8.2
C.1.10, C.1.11, C.1.12, C.12.1.1
C.12.1.1.2, C.12.1.1.2.1, C.12.1.1.2.2
C.14.6, C.14.6.1, C.14.6.2, C.14.6.3

Modification P00056 adjusts CLIN 3301AA:

From:

HOURS: 16,187
ESTIMATED COST: $1,280,273.63
FIXED FEE: $51,824.30
TOTAL ESTIMATED COST + FIXED FEE: $1,332,097.93

PERIOD OF PERFORMANCE: 03 March 2015 thru 31 August 2015

To:

HOURS: 22,840
ESTIMATED COST: $1,487,397.37
FIXED FEE: $87,702.77
TOTAL ESTIMATED COST + FIXED FEE: $1,575,100.14

PERIOD OF PERFORMANCE: 03 March 2015 thru 15 November 2015

(End of narrative B001)

Modification P00083 adjusts CLIN 3301AA as follows:

From:

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

HOURS: 38,180
ESTIMATED COST: $1,762,831.86
FIXED FEE: $105,375.16
TOTAL ESTIMATED COST + FIXED FEE: $1,868,207.02

To:

HOURS: 30,151
ESTIMATED COST: $1,570,866.53
FIXED FEE: $83,215.12
TOTAL ESTIMATED COST + FIXED FEE: $1,654,081.65

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 30,151

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 03-MAR-2015
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-NOV-2015

$ 1,654,081.65

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3302	MRAP CAIMANS				
3302AA	FMS IRAQ - MAT/TRV/ODC SERVICE REQUESTED: MRAP CAIMANS CLIN CONTRACT TYPE: Cost No Fee PRON: J50USE0147 PRON AMD: 12 ACRN: CC PSC: R706 FMS COUNTRY/CASE: IQ/USE Modification P00047 adds: CLIN 3302AA (FMS IRAQ - MAT/TRV/ODC (CAIMAN)) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1, C.1.1.1.7, C.1.1.2.2.4 C.1.1.3.2.3, C.1.1.4, C.1.4.5 C.1.5.6, C.1.6, C.1.8.1.2 C.1.8.1.4, C.1.8.1.5, C.1.8.2 C.1.10, C.1.11, C.1.12, C.12.1.1 C.12.1.1.2, C.12.1.1.2.1, C.12.1.1.2.2 C.14.6, C.14.6.1, C.14.6.2, C.14.6.3 Modification P00056 adjusts CLIN 3302AA: From: Cost No Fee: $4,287,852.33 PERIOD OF PERFORMANCE: 03 March 2015 thru 31 August 2015 To: Cost No Fee: $6,105,180.86 PERIOD OF PERFORMANCE: 03 March 2015 thru 15 November 2015 (End of narrative B001) Modification P00083 adjusts CLIN 3302AA as follows: From: Cost No Fee: $8,105,173.95 To:	2	LO	Estimated Cost Not to Exceed (Funding)	$ 5,637,143.34 $ 5,637,143.34

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Cost No Fee: $5,637,143.34

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 03-MAR-2015
End Date: 15-NOV-2015

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	2	15-NOV-2015

$ 5,637,143.34

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	AMS 137 CLS support Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.5.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12 C.1.13; C.1.14; C.1.15 (End of narrative A001)				
4001AA	RCV ARMY - OR OP 3 LABOR SERVICE REQUESTED: AMS 137 CLS support CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS37Q7 PRON AMD: 04 ACRN: CK PSC: R706 Estimated Cost: $10,383,182.60 Fixed Fee: $766,360.16 Total Cost Plus Fixed Fee: $11,149,542.76 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 242,688 (End of narrative B001) Modification P00062 adjusts CLIN 4001AA as follows: From: HOURS: 242,688 ESTIMATED COST: $10,383,182.60 FIXED FEE: $766,360.16 TOTAL ESTIMATED COST + FIXED FEE: $11,149,542.76 To: HOURS: 242,252 ESTIMATED COST: $10,386,412.62 FIXED FEE: $764,983.36 TOTAL ESTIMATED COST + FIXED FEE: $11,151,395.98 (End of narrative B002) Modification P00064 adjusts CLIN 4001AA as follows: From:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 16,171,802.66 $ 764,983.36 $ 16,936,786.02

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

HOURS: 276,167
ESTIMATED COST: $10,386,412.62
FIXED FEE: $764,983.36
TOTAL ESTIMATED COST + FIXED FEE: $11,151,395.98

To:

HOURS: 276,167
ESTIMATED COST: $16,571,802.66
FIXED FEE: $764,983.36
TOTAL ESTIMATED COST + FIXED FEE: $17,336,786.02

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 276,167

(End of narrative B003)

Modification P00076 adjusts CLIN 4001AA as follows:

From:

HOURS: 276,167
ESTIMATED COST: $16,571,802.66
FIXED FEE: $764,983.36
TOTAL ESTIMATED COST + FIXED FEE: $17,336,786.02

To:

HOURS: 276,167
ESTIMATED COST: $16,171,802.66
FIXED FEE: $764,983.36
ESTIMATED COST + FIXED FEE: $16,936,786.02

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 276,167

(End of narrative B004)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2015
End Date: 14-NOV-2016

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-NOV-2016

$ 16,936,786.02

Period of performance: 16 November 2015 through 14 November 2016.

(End of narrative F001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	RCV ROLLER - OR OP 3 LABOR SERVICE REQUESTED: AMS 114 CLS support CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS14Q7 PRON AMD: 05 ACRN: CL PSC: R706 Estimated Cost: $268,183.20 Fixed Fee: $21,362.24 Total Cost Plus Fixed Fee: $289,545.44 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 7,712 (End of narrative B001) Modification P00076 adjusts CLIN 4001AB as follows: From: HOURS: 7,712 ESTIMATED COST: $268,183.20 FIXED FEE: $21,362.24 TOTAL ESTIMATED COST + FIXED FEE: $289,545.44 To: HOURS: 7,712 ESTIMATED COST: $368,183.20 FIXED FEE: $21,362.24 TOTAL ESTIMATED COST + FIXED FEE: $389,545.44 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 7,712 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 389,545.44	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 368,183.20 $ 21,362.24 $ 389,545.44

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 16 November 2015 through 01 November 2016 (End of narrative F001)				
4001AE	RCV POR - OR OP 3 LABOR SERVICE REQUESTED: RCV POR portion of C CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P166M2022T PRON AMD: 03 ACRN: CM PSC: R706 Estimated Cost: $14,614,630.98 Fixed Fee: $1,106,004.29 Total Cost Plus Fixed Fee: $15,720,635.27 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 350,245.20 (End of narrative B001) Modification P00062 adjusts CLIN 4001AE as follows: From: HOURS: 350,245 ESTIMATED COST: $14,641,630.98 FIXED FEE: $1,106,004.29 TOTAL ESTIMATED COST + FIXED FEE: $15,720,635.27 To: HOURS: 350,245 ESTIMATED COST: $14,624,432.28 FIXED FEE: $1,106,004.29 TOTAL ESTIMATED COST + FIXED FEE: $15,730,436.57 (End of narrative B002) Modification P00076 adjusts CLIN 4001AE as follows: From: HOURS: 350,245 ESTIMATED COST: $14,624,432.28 FIXED FEE: $1,106,004.29 TOTAL ESTIMATED COST + FIXED FEE: $15,730,436.57 To: HOURS: 350,245 ESTIMATED COST: $13,624,432.28	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 13,624,432.28 $ 1,106,004.29 $ 14,730,436.57

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FIXED FEE: $1,106,004.29 TOTAL ESTIMATED COST + FIXED FEE: $14,730,436.57 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 350,245 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 14,730,436.57 Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4001AG	RCV CEH - OR OP 3 LABOR SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 4I5UA1321A PRON AMD: 01 ACRN: CN PSC: R706 Estimated Cost: $188,069.04 Fixed Fee: $12,895.19 Total Cost Plus Fixed Fee: $200,964.23 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 4,083.60 (End of narrative B001) Modification P00061 adjusts CLIN 4001AG as follows: From: HOURS: 4,655 ESTIMATED COST: $188,069.04 FIXED FEE: $12,895.19	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 161,372.66 $ 12,895.19 $ 174,267.85

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TOTAL ESTIMATED COST + FIXED FEE: $200,964.23 To: HOURS: 4,655 ESTIMATED COST: $161,372.66 FIXED FEE: $12,895.19 TOTAL ESTIMATED COST + FIXED FEE: $174,267.85 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 174,267.85 Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4001AH	RCV FORSCOM - OR OP 3 LABOR SERVICE REQUESTED: FORSCOM OMA CLS Supp CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLSFCQ7 PRON AMD: 02 ACRN: CR PSC: R706 Estimated Cost: $1,677,545.59 Fixed Fee: $135,871.29 Total Cost Plus Fixed Fee: $1,813,416.88 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 49,051 (End of narrative B001) Modification P00064 adjusts CLIN 4001AH as follows: From:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,785,496.41 $ 135,871.29 $ 1,921,367.70

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HOURS: 49,051 ESTIMATED COST: $1,677,545.59 FIXED FEE: $135,871.29 ESTIMATED COST + FIXED FEE: $1,813,416.88 To: HOURS: 49,051 ESTIMATED COST: $1,785,496.41 FIXED FEE: $135,871.29 ESTIMATED COST + FIXED FEE: $1,921,367.70 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 49,051 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 1,921,367.70 Period of Performance: 16 November 2015 through 14 November 2016 (End of narrative F001)				
4001AJ	RCV CEHC - OR OP 3 LABOR SERVICE REQUESTED: CEHC CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLSCEQ7 PRON AMD: 01 ACRN: CT PSC: R706 ESTIMATED COST: $239,671.40 FIXED FEE: $18,453.96 TOTAL ESTIMATED COST + FIXED FEE: $258,125.36 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 5,930 (End of narrative B001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 239,671.40 $ 18,453.96 $ 258,125.36

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JAN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 258,125.36 Period of Performance: 01 January 2016 through 14 November 2016 (End of narrative F001)				
4001AK	RCV ARCENT KUWAIT (ONS-16-21057) - OR OP 3 L SERVICE REQUESTED: ONS Effort - Route C CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P166ONS72T PRON AMD: 02 ACRN: CX PSC: R706 Estimated Cost: $433,705.38 Fixed Fee: $23,747.92 Estimated Cost + Fixed Fee: $457,453.30 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 8,573 (End of narrative B001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 433,705.38 $ 23,747.92 $ 457,453.30
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-MAY-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 457,453.30				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 01 May 2016 through 14 November 2016 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4001AL	RCV ARCENT EGYPT - OR OP 3 LABOR SERVICE REQUESTED: CLS Support ONS 15-2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS15Q7 PRON AMD: 01 ACRN: CY PSC: R706 Estimated Cost: $65,275.69 Fixed Fee: $3,549.97 Estimated Cost + Fixed Fee: $68,825.66 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,282 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUL-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 68,825.66 Period of Performance: 01 July 2016 through 14 November 2016	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 65,275.69 $ 3,549.97 $ 68,825.66

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.3.; C.1.4; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4001AM	RCV ARCENT IRAQ (ONS-16-21191) - OR OP 3 LAB SERVICE REQUESTED: RCV ARCENT IRAQ CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS16Q7 PRON AMD: 01 ACRN: DA PSC: R706 Estimated Cost: $726,762.00 Fixed Fee: $33,990.56 Estimated Cost + Fixed Fee: $760,752.56 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 12,271 (End of narrative B001) Modification P00072 adjusts CLIN 4001AM as follows: From: Hours: 12,271 Estimated Cost: $726,762.00 Fixed Fee: $33,990.56 Estimated Cost + Fixed Fee: $760,752.56 To: Hours: 11,309 Estimated Cost: $662,871.02 Fixed Fee: $31,324.49 Estimated Cost + Fixed Fee: $694,195.51 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 662,871.02 $ 31,324.49 $ 694,195.51

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance Start Date: 01-JUN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 694,195.51 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4001AN	RCV ARCENT KUWAIT (ONS-16-21504) - OR OP 3 L	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 84,251.58 $ 3,950.62 $ 88,202.20
	SERVICE REQUESTED: ONS 16-21504 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS04Q7 PRON AMD: 01 ACRN: DB PSC: R706 Estimated Cost: $84,251.58 Fixed Fee: $3,950.62 Estimated Cost + Fixed Fee: $88,202.20 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,427 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-AUG-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 88,202.20				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 15 August 2016 through 14 November 2016 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4001AP	RCV ARCENT KUWAIT (ONS-16-21577) - OR OP 3 L SERVICE REQUESTED: CLS Support ONS 16-2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS77Q7 PRON AMD: 01 ACRN: DC PSC: R706 Estimated Cost: $247,415.22 Fixed Fee: $12,735.21 Estimated Cost + Fixed Fee: $260,150.43 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 4,598 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-AUG-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 260,150.43 Period of Performance: 15 August 2016 through 14 November 2016 (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 247,415.22 $ 12,735.21 $ 260,150.43

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4001AQ	RCV ARCENT KUWAIT (ONS-16-21585) - OR OP 3 L	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 116,815.84 $ 5,871.48 $ 122,687.32
	SERVICE REQUESTED: ONS 16-21585 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLS85Q7 PRON AMD: 01 ACRN: DD PSC: R706 Estimated Cost: $116,815.84 Fixed Fee: $5,871.48 Estimate Cost + Fixed Fee: $122,687.32 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,934 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 24-SEP-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 122,687.32 Period of Performance: 24 September 2016 through 14 November 2016 (End of narrative F001)				
4002	AMS 137 CLS support				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
4002AA	RCV ARMY - OR OP 3 MATL, TRVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 4,915,676.72 $ 4,915,676.72
	SERVICE REQUESTED: AMS 137 CLS support CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS37Q7 PRON AMD: 04 ACRN: CK PSC: R706 Cost No Fee: $10,701,066.76 (End of narrative B001) Modification P00064 adjusts CLIN 4002AA as follows: From: COST NO FEE: $10,701,066.76 To: COST NO FEE: $4,515,676.72 (End of narrative B002) Modification P00076 adjusts CLIN 4002AA as follows: From: COST NO FEE: $4,515,676.72 To: COST NO FEE: $4,915,676.72 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 QUANTITY: 1 PERF COMPL DATE: 14-NOV-2016 $ 4,915,676.72 Period of performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4002AB	RCV ROLLER - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: AMS 114 CLS support CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS14Q7 PRON AMD: 05 ACRN: CL PSC: R706 Cost No Fee: $1,249,421.36 (End of narrative B001) Modification P00072 adjusts CLIN 4002AB as follows: From: Cost No Fee: $1,249,421.36 To: Cost No Fee: $2,124,421.36 (End of narrative B002) Modification P00076 adjusts CLIN 4002AB as follows: From: COST NO FEE: $2,124,421.36 To: COST NO FEE: $2,024,421.36 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	1	LO	Estimated Cost Not to Exceed (Funding)	$ 2,024,421.36 $ 2,024,421.36

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 2,024,421.36 Period of Performance: 16 November 2015 through 01 November 2016 (End of narrative F001)				
4002AE	RCV POR - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: RCV POR portion of C CLIN CONTRACT TYPE: Cost No Fee PRON: P166M2022T PRON AMD: 03 ACRN: CM PSC: R706 Cost No Fee: $3,649,550.88 (End of narrative B001) Modification P00076 adjusts CLIN 4002AE as follows: From: COST NO FEE: $3,649,550.88 To: COST NO FEE: $4,649,550.88 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH PERF COMPL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 4,649,550.88 $ 4,649,550.88

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD 001 — QUANTITY 1 — DATE 14-NOV-2016 $ 4,649,550.88 Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4002AG	RCV CEH - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 4I5UA1321A PRON AMD: 01 ACRN: CN PSC: R706 Cost No Fee: $1,803.62 (End of narrative B001) Modification P00061 adjusts CLIN 4002AG as follows: From: COST NO FEE: $1,803.62 To: COST NO FEE: $28,500.00 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD 001 — QUANTITY 1 — PERF COMPL DATE 14-NOV-2016 $ 28,500.00	1	LO	Estimated Cost Not to Exceed (Funding)	$ 28,500.00 $ 28,500.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4002AH	RCV FORSCOM - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: FORSCOM OMA CLS Supp CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLSFCQ7 PRON AMD: 02 ACRN: CR PSC: R706 Cost No Fee: $1,067,605.82 (End of narrative B001) Modification P00064 adjusts CLIN 4002AH as follows: From: $1,067,605.82 COST NO FEE: To: COST NO FEE: $959,655.00 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 14-NOV-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 959,655.00 Period of Performance: 16 November 2015 through 14 November 2016 (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 959,655.00 $ 959,655.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AJ	RCV CEHC - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: CEHC CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLSCEQ7 PRON AMD: 01 ACRN: CT PSC: R706 COST NO FEE: $195,580.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JAN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 195,580.00 Period of Performance: 01 January 2016 through 14 November 2016 (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 195,580.00 $ 195,580.00
4002AK	RCV ARCENT KUWAIT (ONS-16-21057) - OR OP 3 M SERVICE REQUESTED: ONS Effort - Route C CLIN CONTRACT TYPE: Cost No Fee PRON: P166ONS72T PRON AMD: 02 ACRN: CX PSC: R706 Cost No Fee: $912,500.00 (End of narrative B001) Modification P00072 adjusts CLIN 4002AK as follows: From:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,360,500.00 $ 1,360,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost No Fee: $912,500.00 To: Cost No Fee: $1,360,500.00 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-MAY-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 1,360,500.00 Period of Performance: 01 May 2016 through 14 November 2016 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4002AL	RCV ARCENT EGYPT - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: RCV ARCENT EGYPT CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS15Q7 PRON AMD: 01 ACRN: CY PSC: R706 Cost No Fee: $89,004.34 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 89,004.34 $ 89,004.34

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUL-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 89,004.34 Period of Performance: 01 July 2016 through 14 November 2016 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.3.; C.1.4; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4002AM	RCV ARCENT IRAQ (ONS-16-21191) - OR OP 3 MAT SERVICE REQUESTED: RCV ARCENT IRAQ CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS16Q7 PRON AMD: 01 ACRN: DA PSC: R706 Cost No Fee: $1,853,000.00 (End of narrative B001) Modification P00072 adjusts CLIN 4002AM as follows: From: Cost No Fee: $1,853,000.00 To: Cost No Fee: $779,624.18	1	LO	Estimated Cost Not to Exceed (Funding)	$ 779,624.18 $ 779,624.18

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 779,624.18 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4002AN	RCV ARCENT KUWAIT (ONS-16-21504) - OR OP 3 M SERVICE REQUESTED: ONS 16-21504 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS04Q7 PRON AMD: 01 ACRN: DB PSC: R706 Cost No Fee: $216,441.40 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-AUG-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 216,441.40	1	LO	Estimated Cost Not to Exceed (Funding)	$ 216,441.40 $ 216,441.40

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 15 August 2016 through 14 November 2016 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4002AP	RCV ARCENT KUWAIT (ONS-16-21577) - OR OP 3 M SERVICE REQUESTED: ONS-16-21577 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS77Q7 PRON AMD: 01 ACRN: DC PSC: R706 Cost No Fee: $440,547.84 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-AUG-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 440,547.84 Period of Performance: 15 August 2016 through 14 November 2016 (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 440,547.84 $ 440,547.84

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
4002AQ	RCV ARCENT KUWAIT (ONS-16-21585) - MATL, TRV	1	LO	Estimated Cost Not to Exceed (Funding)	$ 220,100.00 $ 220,100.00
	SERVICE REQUESTED: ONS 16-21585 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLS85Q7 PRON AMD: 01 ACRN: DD PSC: R706 Cost No Fee: $220,100.00 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 24-SEP-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 220,100.00				
	Period of Performance: 24 September 2016 through 14 November 2016 (End of narrative F001)				
4101	20519 MRAP CLSS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	C.1.11; C.1.12; C.1.14 (End of narrative A001)				
4101AA	MRAP ARMY - OR OP 3 LABOR SERVICE REQUESTED: 20519 MRAP CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M602LOGQ7 PRON AMD: 02 ACRN: CP PSC: R706 Estimated Cost: $902,585.18 Fixed Fee: $82,418.58 Total Cost Plus Fixed Fee: $985,003.76 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 26,100 (End of narrative B001) Modification P00064 adjusts CLIN 4101AA as follows: From: HOURS: 29,754 ESTIMATED COST: $902,585.18 FIXED FEE: $82,418.58 ESTIMATED COST + FIXED FEE: $985,003.76 To: HOURS: 29,754 ESTIMATED COST: $1,138,305.08 FIXED FEE: $82,418.58 ESTIMATED COST + FIXED FEE: $1,220,723.66 TOTAL HOURS FUNDED UNDER THIS CLIN: 29,754 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,138,305.08 $ 82,418.58 $ 1,220,723.66

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	$ 1,220,723.66 Period of performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4101AB	MRAP AIR FORCE - OR OP 3 LABOR SERVICE REQUESTED: MRAP CLSS - Air Forc CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLSF1Q7 PRON AMD: 02 ACRN: CV PSC: R706 CUSTOMER ORDER NO: F2QF205293GW01 Estimated Cost: $2,788,635.18 Fixed Fee: $242,260.10 Total Cost Plus Fixed Fee: $3,030,895.28 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 76,718 (End of narrative B001) Modification P00064 adjusts CLIN 4101AB as follows: From: HOURS: 87,459 ESTIMATED COST: $2,788,635.18 FIXED FEE: $242,260.10 ESTIMATED COST + FIXED FEE: $3,030,895.28 To: HOURS: 87,459 ESTIMATED COST: $4,519,786.91 FIXED FEE: $242,260.10 ESTIMATED COST + FIXED FEE: $4,762,047.01 TOTAL HOURS FUNDED UNDER THIS CLIN: 87,459 (End of narrative B002) Modification P00076 adjusts CLIN 4101AB as follows: From: HOURS: 87,549 ESTIMATED COST: $4,519,786.91 FIXED FEE: $242,260.10	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 4,469,786.91 $ 242,260.10 $ 4,712,047.01

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TOTAL ESTIMATED COST + FIXED FEE: $4,762,047.01 To: HOURS: 87,549 ESTIMATED COST: $4,469,786.91 FIXED FEE: $242,260.10 TOTAL ESTIMATED COST + FIXED FEE: $4,712,047.01 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 87,549 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 4,712,047.01 Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4102	CLSS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
4102AA	MRAP ARMY - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M602LOGQ7 PRON AMD: 02 ACRN: CP	1	LO	Estimated Cost Not to Exceed (Funding)	$ 17,948.76 $ 17,948.76

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: R706 Cost No Fee: $253,668.66 (End of narrative B001) Modification P00064 adjusts CLIN 4102AA as follows: From: COST NO FEE: $253,668.66 To: COST NO FEE: $27,948.76 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 17,948.76 Period of performance: 16 November 2015 through 14 November 2016 (End of narrative F001)				
4102AB	MRAP AIR FORCE - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: MRAP CLSS - Air Forc CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLSF1Q7 PRON AMD: 02 ACRN: CV PSC: R706 CUSTOMER ORDER NO: F2QF205293GW01 Cost No Fee: $3,096,400.30 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,415,248.57 $ 1,415,248.57

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Modification P00064 adjusts CLIN 4102AB as follows: From: COST NO FEE: $3,096,400.31 To: COST NO FEE: $1,365,248.57 (End of narrative B002) Modification P00076 adjusts CLIN 4102AB as follows: From: COST NO FEE: $1,365,248.57 To: COST NO FEE: $1,415,248.57 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 1,415,248.57 Period of Performance: 16 November 2015 through 14 November 2016. (End of narrative F001)				
4201	SOCOM FY16 CLS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.3; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12; C.1.13				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	C.1.14; C.1.15 (End of narrative A001)				
4201AA	SOCOM - OR OP 3 LABOR SERVICE REQUESTED: SOCOM FY16 CLS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M6CLSS1Q7 PRON AMD: 03 ACRN: CS PSC: R706 CUSTOMER ORDER NO: F2VUF05308GW03 Estimated Cost: $6,420,567.36 Fixed Fee: $299,049.20 Total Cost Plus Fixed Fee: $6,719,616.56 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 21,828 (End of narrative B001) Modification P00067 adjusts CLIN 4201AA as follows: From: Hours: 107,960 Estimated Cost: $6,420,567.36 Fixed Fee: $299,049.20 Total Cost Plus Fixed Fee: $6,719,616.56 To: Hours: 255,945 Estimated Cost: $15,015,885.37 Fixed Fee: $708,967.65 Total Cost Plus Fixed Fee: $15,724,853.02 (End of narrative B002) Modification P00072 adjusts CLIN 4201AA as follows: From: Hours: 255,945 Estimated Cost: $15,015,885.37 Fixed Fee: $708,967.65 Total Estimated Cost + Fixed Fee: $15,724,853.02 To: HOURS: 256,164 Estimated Cost: $15,015,279.07 Fixed Fee: $709,573.95 Total Estimated Cost + Fixed Fee: $15,724,853.02	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 21,848,663.75 $ 1,051,186.68 $ 22,899,850.43

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

(End of narrative B003)

Modification P00073 adjusts CLIN 4201AA as follows:

From:

Hours: 256,164
Estimated Cost: $15,015,279.07
Fixed Fee: $709,573.95
Estimated Cost + Fixed Fee: $15,724,853.02

To:

Hours: 370,995
Estimated Cost: 21,566,741.08
Fixed Fee: $1,027,654.75
Estimated Cost + Fixed Fee: $22,594,395.83

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 370,995

(End of narrative B004)

Modification P00074 adjusts CLIN 4201AA as follows:

From:

Hours: 370,995
Estimated Cost: $21,566,741.08
Fixed Fee: $1,027,654.75
Estimated Cost + Fixed Fee: $22,594,395.83

To:

Hours: 379,491
Estimated Cost: $21,848,663.75
Fixed Fee: $1,051,186.68
Estimated Cost + Fixed Fee: $22,899,850.43

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 379,491

(End of narrative B005)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2015
End Date: 14-NOV-2016

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-NOV-2016

$ 22,899,850.43

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of performance: 16 November 2015 through 14 November 2016 (End of narrative F001)				
4202	SOCOM FY16 CLS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
4202AA	SOCOM - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: SOCOM FY16 CLS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M6CLSS1Q7 PRON AMD: 03 ACRN: CS PSC: R706 CUSTOMER ORDER NO: F2VUF05308GW03 Cost No Fee: $3,280,383.44 (End of narrative B001) Modification P00067 adjusts CLIN 4202AA as follows: From: Cost No Fee: $3,280,383.44 To: Cost No Fee: $12,275,146.98 (End of narrative B002) Modification P00073 adjusts CLIN 4202AA as follows: From: Cost No Fee: $12,275,146.98 To:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 6,821,749.49 $ 6,821,749.49

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost No Fee: $7,127,204.09 (End of narrative B003) Modification P00074 adjusts CLIN 4202AA as follows: From: $7,127,204.09 Cost No Fee: To: Cost No Fee: $6,821,749.49 (End of narrative B004) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 6,821,749.49 Period of performance: 16 November 2015 through 01 March 2016 (End of narrative F001)				
4301	MRAP CAIMANS				
4301AA	FMS IRAQ - OR OP 3 LABOR SERVICE REQUESTED: MRAP CAIMANS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J50USE0147 PRON AMD: 11 ACRN: CC PSC: R706 FMS COUNTRY/CASE: IQ/USE	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 3,802,768.56 $ 188,408.59 $ 3,991,177.15

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Estimated Cost: $1,355,750.06 Fixed Fee: $60,463.56 Total Cost Plus Fixed Fee: $1,416,213.62 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 21,828 (End of narrative B001) Modification P00065 adjusts CLIN 4301AA as follows: From: Hours: 21,828 Estimated Cost: $1,355,750.06 Fixed Fee: $60,463.56 Total Cost Plus Fixed Fee: $1,416,213.62 To: Hours: 68,018 Estimated Cost: $4,547,545.26 Fixed Fee: $188,408.59 Total Cost Plus Fixed Fee: $4,735,953.85 (End of narrative B002) Modification P00068 adjusts CLIN 4301AA as follows: From: Hours: 68,018 Estimated Cost: $4,547,545.26 Fixed Fee: $188,408.59 Estimated Cost + Fixed Fee: $4,735,953.85 To: Hours: 68,018 Estimated Cost: $4,552,768.56 Fixed Fee: $188,408.59 Estimated Cost + Fixed Fee: $4,741,177.15 (End of narrative B003) Modification P00076 adjusts CLIN 4301AA as follows: From: HOURS: 68,018 ESTIMATED COST: $4,552,768.56 FIXED FEE: $188,408.59 TOTAL ESTIMATED COST + FIXED FEE: $4,741,177.15 To: HOURS: 68,018 ESTIMATED COST: $3,802,768.56 FIXED FEE: $188,408.59 TOTAL ESTIMATED COST + FIXED FEE: $3,991,177.15				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 68,018 (End of narrative B004) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 16-NOV-2015 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 3,991,177.15 Period of Performance: 16 November 2015 through 15 February 2016 (End of narrative F001)				
4302	MRAP CAIMANS				
4302AA	FMS IRAQ - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: MRAP CAIMANS CLIN CONTRACT TYPE: Cost No Fee PRON: J50USE0147 PRON AMD: 12 ACRN: CC PSC: R706 FMS COUNTRY/CASE: IQ/USE Cost No Fee: $2,370,607.56 (End of narrative B001) Modification P00065 adjusts CLIN 4302AA as follows: From: Cost No Fee: $2,370,607.56 To: Cost No Fee: $13,138,638.51	1	LO	Estimated Cost Not to Exceed (Funding)	$ 11,758,122.59 $ 11,758,122.59

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

(End of narrative B002)

Modification P00068 adjusts CLIN 4302AA as follows:

From:

Cost No Fee: $13,138,638.51

To:

Cost No Fee: $13,133,415.21

(End of narrative B003)

Modification P00076 adjusts CLIN 4302AA as follows:

From:

COST NO FEE: $13,133,415.21

To:

COST NO FEE: $13,883,415.21

(End of narrative B004)

Modification P00083 adjusts CLIN 4302AA as follows:

From:

COST NO FEE: $13,883,415.21

To:

COST NO FEE: $11,758,122.59

(End of narrative B005)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 16-NOV-2015
End Date: 14-NOV-2016

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-NOV-2016

$ 11,758,122.59

Period of Performance: 16 November 2015 through 15 February 2016

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
4401	FMS PAKISTAN CLSS				
4401AA	FMS PAKISTAN - OR OP 3 LABOR SERVICE REQUESTED: FMS PAKISTAN CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: F166M2062T PRON AMD: 01 ACRN: CU PSC: R706 FMS COUNTRY/CASE: G9/UED ESTIMATED COST: $1,262,918.04 FIXED FEE: $33,869.30 TOTAL ESTIMATED COST + FIXED FEE: $1,296,787.34 TOTAL AMOUNT OF HOURS FUNDED UNDER THIS CLIN: 10,725 (End of narrative B001) Modification P00076 adjusts CLIN 4401AA as follows: From: HOURS: 10,725 ESTIMATED COST: $1,262,918.04 FIXED FEE: $33,869.30 TOTAL ESTIMATED COST + FIXED FEE: $1,296,787.34 To: HOURS: 10,725 ESTIMATED COST: $1,162,918.04 FIXED FEE: $33,869.30 TOTAL ESTIMATED COST + FIXED FEE: $1,196,787.34 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 10,725 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JAN-2016 End Date: 14-NOV-2016	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,162,918.04 $ 33,869.30 $ 1,196,787.34

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 1,196,787.34 Period of Performance: 01 January 2016 through 14 November 2016 (End of narrative F001)				
4402	FMS PAKISTAN CLSS				
4402AA	FMS PAKISTAN - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: FMS PAKISTAN CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: F166M2062T PRON AMD: 01 ACRN: CU PSC: R706 FMS COUNTRY/CASE: G9/UED COST NO FEE: $783,763.59 (End of narrative B001) Modification P00076 adjusts CLIN 4402AA as follows: From: COST NO FEE: $783,763.59 To: COST NO FEE: $883,763.59 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JAN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD — QUANTITY — PERF COMPL DATE	1	LO	Estimated Cost Not to Exceed (Funding)	$ 883,763.59 $ 883,763.59

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 1 14-NOV-2016 $ 883,763.59 Period of Performance: 01 Janurary 2016 through 14 November 2016 (End of narrative F001)				
4501	Iraqi Husky vehicle				
4501AA	PSEUDO FMS IRAQ (HUSKY) - OR OP 3 LABOR SERVICE REQUESTED: Iraqi Husky vehicle CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: T166M0012T PRON AMD: 04 ACRN: CW PSC: R706 Estimated Cost: $467,783.74 Fixed Fee: $21,030.95 Total Cost + Fixed Fee: $488,814.69 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 7,593 (End of narrative B001) Modification P00071 adjusts CLIN 4501AA as follows: From: Hours: 7,593 Estimated Cost: $467,783.74 Fixed Fee: $21,030.95 Estimated Cost + Fixed Fee: $488,814.69 To: Hours: 9,087 Estimated Cost: $475,800.05 Fixed Fee: $25,167.67 Estimated Cost + Fixed Fee: $500,967.72 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 9,087 (End of narrative B002) Modification P00072 adjusts CLIN 4501AA as follows:	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 596,425.73 $ 26,436.05 $ 622,861.78

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	From: Hours: 9,087 Estimated Cost: $475,800.05 Fixed Fee: $25,167.67 Estimated Cost + Fixed Fee: $500,967.72 To: Hours: 9,545 Estimated Cost: $596,425.73 Fixed Fee: $26,436.05 Estimated Cost + Fixed Fee:$622,861.78 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 9,545 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-APR-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 622,861.78				
4502	Iraqi Husky vehicle				
4502AA	PSEUDO FMS IRAQ (HUSKY) - OR OP 3 MATL, TRVL SERVICE REQUESTED: Iraqi Husky vehicle CLIN CONTRACT TYPE: Cost No Fee PRON: T166M0012T PRON AMD: 04 ACRN: CW PSC: R706 Cost No Fee: $2,551,879.31 (End of narrative B001) Modification P00071 adjusts CLIN 4502AA as follows: From:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 4,367,832.22 $ 4,367,832.22

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cost No Fee: $2,551,879.31 To: Cost No Fee: $2,539,726.28 (End of narrative B002) Modification P00073 adjusts CLIN 4502AA as follows: From: Cost No Fee: $2,539,726.28 To: Cost No Fee: $4,367,832.22 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-APR-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 4,367,832.22				
4601	FMS Egyptian Efforts Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.2.2.7.; C.1.1.2.2.7.1.; C.1.1.2.2.7.2.; C.1.1.2.2.7.3.; C.1.1.2.2.7.4.; C.1.1.2.2.7.5.; C.1.1.3.2.1.; C.1.1.3.6.; C.1.1.5.; C.1.5.7.; C.1.6.; C.1.8.1.2.; C.1.8.1.4.; C.1.8.1.5.; C.1.8.2.; C.1.8.6.5.; C.1.9.1.7.; C.1.9.7.1.; C.1.9.8.3.; C.1.10.; C.1.11., C.1.12.; (End of narrative A001)				
4601AA	FMS EGYPT - OR OP 3 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed	$ 347,561.60 $ 27,124.95

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				(Funding)	$ 374,686.55

SERVICE REQUESTED: FMS Egyptian Efforts
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: J568B786EH PRON AMD: 03 ACRN: CZ
AMS CD: 9XXXXX
PSC: R706
FMS COUNTRY/CASE: EG/VGQ

Estimated Cost: $520,710.58
Fixed Fee: $28,975.97
Estimated Cost + Fixed Fee: $549,686.55

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 10,461

(End of narrative B001)

Modification P00076 adjusts CLIN 4601AA as follows:

From:

HOURS: 10,461
ESTIMATED COST: $520,710.58
FIXED FEE: $28,975.97
TOTAL ESTIMATED COST + FIXED FEE: $549,686.55

To:

HOURS: 10,461
ESTIMATED COST: $390,710.58
FIXED FEE: $28,975.97
TOTAL ESTIMATED COST + FIXED FEE: $419,686.55

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 10,461

(End of narrative B002)

Modification P00081 adjusts CLIN 4601AA as follows:

From:

HOURS: 10,461
ESTIMATED COST: $390,710.58
FIXED FEE: $28,975.97
ESTIMATED COST + FIXED FEE: $419,686.55

To:

HOURS: 9,793
ESTIMATED COST: $347,561.60
FIXED FEE: $27,124.94
ESTIMATED COST + FIXED FEE: $374,686.35

(End of narrative B003)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance Period of Performance Start Date: 01-JUN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 374,686.55 Period of Performance: 01 June 2016 through 14 November 2016 (End of narrative F001)				
4602	FMS Egyptian Efforts Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.2.2.7.; C.1.1.2.2.7.1.; C.1.1.2.2.7.2.; C.1.1.2.2.7.3.; C.1.1.2.2.7.4.; C.1.1.2.2.7.5.; C.1.1.3.2.1.; C.1.1.3.6.; C.1.1.5.; C.1.5.7.; C.1.6.; C.1.8.1.2.; C.1.8.1.4.; C.1.8.1.5.; C.1.8.2.; C.1.8.6.5.; C.1.9.1.7.; C.1.9.7.1.; C.1.9.8.3.; C.1.10.; C.1.11., C.1.12.; (End of narrative A001)				
4602AA	FMS EGYPT - OR OP 3 MATL, TRVL, ODC SERVICE REQUESTED: FMS Egyptian Efforts CLIN CONTRACT TYPE: Cost No Fee PRON: J568B786EH PRON AMD: 03 ACRN: CZ AMS CD: 9XXXXX PSC: R706 FMS COUNTRY/CASE: EG/VGQ Cost No Fee: $1,380,694.40 (End of narrative B001) Modification P00076 adjusts CLIN 4602AA as follows: From: COST NO FEE: $1,380,694.40	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,205,694.40 $ 1,205,694.40

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	To: COST NO FEE: $1,510,694.40 (End of narrative B002) Modification P00081 adjusts CLIN 4602AA as follows: From: COST NO FEE: $1,510,694.40 To: COST NO FEE: $1,205,694.40 (End of narrative B003) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 01-JUN-2016 End Date: 14-NOV-2016 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-NOV-2016 $ 1,205,694.40 Period of Performance: 01 June 2016 through 14 November 2016 (End of narrative F001)				
5001	CLS Support of OMA 1 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.5.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12 C.1.13; C.1.14; C.1.15 (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA	RCV ARMY - OR OP 4 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 12,765,808.51 $ 611,039.84 $ 13,376,848.35

SERVICE REQUESTED: CLS Support of OMA 1
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: P176A5042T PRON AMD: 04 ACRN: DF
PSC: R706

ESTIMATED COST: $6,867,369.33
FIXED FEE: $315,274.67
ESTIMATED COST + FIXED FEE: $7,182,644.00

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 113,002

(End of narrative B001)

Modification P00081 adjusts CLIN 5001AA as follows:

From:

HOURS: 113,002
ESTIMATED COST: $6,867,369.33
FIXED FEE: $315,274.67
ESTIMATED COST + FIXED FEE: $7,182,644.00

To:

HOURS: 219,012
ESTIMATED COST: $12,765,808.51
FIXED FEE: $611,039.84
ESTIMATED COST + FIXED FEE: $13,376,848.36

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 14-SEP-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-SEP-2017

$ 13,376,848.35

Period of performance: 15 November 2016 through 30 April 2017

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001) Modification P00081 adjusts CLIN 5001AA as follows: From: Period of Performance: 15 November 2016 through 30 April 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002)				
5001AB	RCV ROLLERS - OR OP 4 LABOR SERVICE REQUESTED: RCV ROLLERS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P176A5062T PRON AMD: 01 ACRN: DG PSC: R706 ESTIMATED COST: $365,169.03 FIXED FEE: $21,073.83 ESTIMATED COST + FIXED FEE: $386,242.86 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 7,554 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 386,242.86 Period of Performance: 15 November 2016 through 14 September 2017	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 365,169.03 $ 21,073.83 $ 386,242.86

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
5001AE	RCV POR - OR OP 4 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 15,782,026.84 $ 1,060,986.09 $ 16,843,012.93
	SERVICE REQUESTED: RCV POR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P176M0032T PRON AMD: 01 ACRN: DH PSC: R706 ESTIMATED COST: $15,782,026.84 FIXED FEE: $1,060,986.09 ESTIMATED COST + FIXED FEE: $16,843,012.93 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 380,282 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 16,843,012.93 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)				
5001AG	RCV CEH - OR OP 4 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 41,234.80 $ 2,950.34 $ 44,185.14
	SERVICE REQUESTED: RCV CEH CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 756CEH0775 PRON AMD: 02 ACRN: DJ PSC: R706				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ESTIMATED COST: $41,234.80 FIXED FEE: $2,950.34 ESTIMATED COST + FIXED FEE: $44,185.14 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,058 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 44,185.14 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)				
5001AH	RCV FORSCOM - OR OP 4 LABOR	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,284,010.38 $ 92,665.77 $ 1,376,676.15
	SERVICE REQUESTED: CLS support FORSCOM CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLSFCQ7 PRON AMD: 01 ACRN: DZ PSC: R706 ESTIMATED COST: $1,284,010.38 FIXED FEE: $92,665.77 ESTIMATED COST + FIXED FEE: $1,376,676.15 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 33,214 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance Start Date: 19-DEC-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,376,676.15 Period of Performance: 19 December 2016 through 14 September 2017 (End of narrative F001)				
5001AJ	RCV CEHC - OR OP 4 LABOR SERVICE REQUESTED: FY 17 CLS support PM CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLSCEQ7 PRON AMD: 02 ACRN: DK PSC: R706 ESTIMATED COST: $49,053.81 FIXED FEE: $3,575.44 ESTIMATED COST + FIXED FEE: $52,629.25 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 1,282 (End of narrative B001) Modification P00080 adjusts CLIN 5001AJ as follows: From: HOURS: 1,282 ESTIMATED COST: $49,053.81 FIXED FEE: $3,575.44 ESTIMATED COST + FIXED FEE: $52,629.25 To: HOURS: 6,030 ESTIMATED COST: $230,803.82 FIXED FEE: $16,821.02 ESTIMATED COST + FIXED FEE: $247,624.84 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 230,803.82 $ 16,821.02 $ 247,624.84

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 247,624.84 Period of Performance: 15 November 2016 through 15 January 2017 (End of narrative F001) Modifciation P00080 adjusts the Period of Performance under CLIN 5001AJ as follows: From: 15 November 2016 through 15 January 2017 To: 15 November 2016 through 14 September 2017 (End of narrative F002) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5001AK	RCV ARCENT KUWAIT (ONS-16-21057) - OR OP 4 L SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLS57Q7 PRON AMD: 02 ACRN: DL PSC: R706 ESTIMATED COST: $307,832.51 FIXED FEE: $14,940.45 ESTIMATED COST + FIXED FEE: $322,772.96	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,327,626.16 $ 64,435.45 $ 1,392,061.61

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 5,355

(End of narrative B001)

Modification P00079 adjusts CLIN 5001AK as follows:

From:

ESTIMATED COST: $307,832.51
FIXED FEE: $14,940.45
ESTIMATED COST + FIXED FEE: $322,772.96
HOURS: 5,355

To:

ESTIMATED COST: $1,327,626.16
FIXED FEE: $64,435.45
ESTIMATED COST + FIXED FEE: $1,392,061.61
HOURS: 23,096

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 23,096

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 14-SEP-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-SEP-2017

$ 1,392,061.61

Period of Performance: 15 November 2016 through 14 September 2017

(End of narrative F001)

Services performed under this CLIN shall be in accordance with the following Performance Work Statement references:
C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15.

(End of narrative A001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AL	RCV ARCENT EGYPT (ONS-15-20984) - OR OP 4 LA SERVICE REQUESTED: EGYPT ONS 15-20984 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: P176A5052T PRON AMD: 01 ACRN: DM PSC: R706 ESTIMATED COST: $149,821.36 FIXED FEE: $6,914.85 ESTIMATED COST + FIXED FEE: $156,736.51 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 2,479 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 156,736.51 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.3.; C.1.4; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 149,821.66 $ 6,914.85 $ 156,736.51
5001AM	RCV ARCENT IRAQ (ONS-16-21191) - OR OP 4 LAB	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 2,182,511.67 $ 96,138.27 $ 2,278,649.94

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SERVICE REQUESTED: CLS support of ONS 2
CLIN CONTRACT TYPE:
Cost Plus Fixed Fee
PRON: 2M7CLS19Q7 PRON AMD: 02 ACRN: DN
PSC: R706

ESTIMATED COST: $533,255.45
FIXED FEE: $23,489.57
ESTIMATED COST + FIXED FEE: $556,745.02

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 8,420

(End of narrative B001)

Modification P00079 adjusts CLIN 5001AM as follows:

From:

ESTIMATED COST: $533,255.45
FIXED FEE: $23,489.57
ESTIMATED COST + FIXED FEE: $556,745.02
HOURS: 8,420

To:

ESTIMATED COST: $2,182,511.67
FIXED FEE: $96,138.27
ESTIMATED COST + FIXED FEE: $2,278,649.94
HOURS: 34,459

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 34,459

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 14-SEP-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-SEP-2017

$ 2,278,649.94

Period of Performance: 15 November 2016 through 14 September 2017

(End of narrative F001)

Services performed under this CLIN shall be in

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5001AN	RCV ARCENT KUWAIT (ONS-16-21504) - OR OP 4 L SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLS04Q7 PRON AMD: 05 ACRN: DP PSC: R706 ESTIMATED COST: $56,615.02 FIXED FEE: $2,671.12 ESTIMATED COST + FIXED FEE: $59,286.14 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 958 (End of narrative B001) Modification P00079 adjusts CLIN 5001AN as follows: From: ESTIMATED COST: $56,615.02 FIXED FEE: $2,671.12 ESTIMATED COST + FIXED FEE: $59,286.14 HOURS: 958 To: ESTIMATED COST: $226,878.71 FIXED FEE: $10,704.25 ESTIMATED COST + FIXED FEE: $237,582.96 HOURS: 3,837 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 3,837 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 226,878.71 $ 10,704.25 $ 237,582.96

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 237,582.96 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5001AP	RCV ARCENT KUWAIT (ONS-16-21577) OR OP 4 LAB SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLS77Q7 PRON AMD: 03 ACRN: DQ PSC: R706 ESTIMATED COST: $200,707.57 FIXED FEE: $8,861.03 ESTIMATED COST + FIXED FEE: $209,568.60 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 3,176 (End of narrative B001) Modification P00079 adjusts CLIN 5001AP as follows: From: ESTIMATED COST: $200,707.57 FIXED FEE: $8,861.03 ESTIMATED COST + FIXED FEE: $209,568.60 HOURS: 3,176 To: ESTIMATED COST: $812,917.13 FIXED FEE: $35,889.45 ESTIMATED COST + FIXED FEE: $848,806.58 HOURS: 12,864	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 812,917.13 $ 35,889.45 $ 848,806.58

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 12,864 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 848,806.58 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5001AQ	RCV ARCENT KUWAIT (ONS-16-21585) - OR OP 4 L SERVICE REQUESTED: KUWAIT ONS-16-21585 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLS85Q7 PRON AMD: 01 ACRN: DR PSC: R706 ESTIMATED COST: $628,731.81 FIXED FEE: $26,907.08 ESTIMATED COST + FIXED FEE: $655,638.89 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 9,645 (End of narrative B001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 628,731.81 $ 26,907.08 $ 655,638.89

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 31-AUG-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 31-AUG-2017 $ 655,638.89 Period of Performance: 15 November 2016 through 31 August 2017 (End of narrative F001)				
5002	CLS Support of OMA 1 Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
5002AA	RCV ARMY - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: CLS Support of OMA 1 CLIN CONTRACT TYPE: Cost No Fee PRON: P176A5042T PRON AMD: 04 ACRN: DF PSC: R706 COST NO FEE: $417,356.00 (End of narrative B001) Modification P00081 adjusts CLIN 5002AA as follows: From: COST NO FEE: $417,356.00	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,053,706.23 $ 1,053,706.23

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	To: COST NO FEE: $1,053,706.23 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,053,706.23 Period of performance: 15 November 2016 through 30 April 2017 (End of narrative F001) Modification P00081 adjusts CLIN 5002AA as follows: From: Period of Performance: 15 November 2016 through 30 April 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002) 				
5002AB	RCV ROLLERS - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: RCV ROLLERS CLIN CONTRACT TYPE: Cost No Fee PRON: P176A5062T PRON AMD: 01 ACRN: DG PSC: R706 COST NO FEE: $876,000.00 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 876,000.00 $ 876,000.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 876,000.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)				
5002AE	RCV POR - OR OP 4 MATL, TRVL, ODC	1	LO	Estimated Cost Not to Exceed (Funding)	$ 6,959,717.00 $ 6,959,717.00
	SERVICE REQUESTED: RCV POR CLIN CONTRACT TYPE: Cost No Fee PRON: P176M0032T PRON AMD: 01 ACRN: DH PSC: R706 COST NO FEE: $6,959,717.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 6,959,717.00 Period of Performance: 15 November 2016 through 14 September 2017				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
5002AG	RCV CEH - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: RCV CEH CLIN CONTRACT TYPE: Cost No Fee PRON: 756CEH0775 PRON AMD: 02 ACRN: DJ PSC: R706 COST NO FEE: $42,050.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 42,050.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 42,050.00 $ 42,050.00
5002AH	RCV FORSCOM - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: CLS support FORSCOM CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLSFCQ7 PRON AMD: 01 ACRN: DZ PSC: R706 Cost No Fee: $498,380.00 (End of narrative B001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 498,380.00 $ 498,380.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 19-DEC-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 498,380.00 Period of Performance: 19 December 2016 through 14 September 2017 (End of narrative F001)				
5002AJ	RCV CEHC - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: FY 17 CLS support PM CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLSCEQ7 PRON AMD: 02 ACRN: DK PSC: R706 COST NO FEE: $23,370.75 (End of narrative B001) Modification P00080 adjusts CLIN 5002AJ as follows: From: COST NO FEE: $23,370.75 To: COST NO FEE: $105,858.65 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance	1	LO	Estimated Cost Not to Exceed (Funding)	$ 105,858.65 $ 105,858.65

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 105,858.65 Modification P00080 adjusts the Period of Performance under CLIN 5002AJ as follows: From: 15 November 2016 through 15 January 2017 To: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AK	RCV ARCENT KUWAIT (ONS-16-21057) - OR OP 4 M SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLS57Q7 PRON AMD: 02 ACRN: DL PSC: R706 COST NO FEE: $210,651.04 (End of narrative B001) Modification P00079 adjusts CLIN 5002AK as follows: From: COST NO FEE: $210,651.04 To: COST NO FEE: $908,500.00	1	LO	Estimated Cost Not to Exceed (Funding)	$ 908,500.00 $ 908,500.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 908,500.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AL	RCV ARCENT EGYPT (ONS-15-20984) OR OP 4 MATL SERVICE REQUESTED: EGYPT ONS-15-20984 CLIN CONTRACT TYPE: Cost No Fee PRON: P176A5052T PRON AMD: 01 ACRN: DM PSC: R706 COST NO FEE: $103,300.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance	1	LO	Estimated Cost Not to Exceed (Funding)	$ 103,300.00 $ 103,300.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 103,300.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.1.1.1.; C.1.1.2.; C.1.1.3.; C.1.4; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AM	RCV ARCENT IRAQ (ONS-16-21191) - OR OP 4 MAT SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLS19Q7 PRON AMD: 02 ACRN: DN PSC: R706 COST NO FEE: $201,450.98 (End of narrative B001) Modification P00079 adjusts CLIN 5002AM as follows: From: COST NO FEE: $201,450.98 To: COST NO FEE: $824,500.00 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	1	LO	Estimated Cost Not to Exceed (Funding)	$ 824,500.00 $ 824,500.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 824,500.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AN	RCV ARCENT KUWAIT (ONS-16-21504) - OR OP 4 M SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLS04Q7 PRON AMD: 05 ACRN: DP PSC: R706 COST NO FEE: $106,652.85 (End of narrative B001) Modification P00079 adjusts CLIN 5002AN as follows: From: COST NO FEE: $106,652.85 To: COST NO FEE: $427,400.00 (End of narrative B002)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 427,400.00 $ 427,400.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 427,400.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AP	RCV ARCENT KUWAIT (ONS-16-21577) - OR OP 4 M SERVICE REQUESTED: CLS support of ONS 2 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLS77Q7 PRON AMD: 03 ACRN: DQ PSC: R706 COST NO FEE: $216,776.40 (End of narrative B001) Modification P00079 adjusts CLIN 5002AP as follows: From: COST NO FEE: $216,776.40 To: COST NO FEE: $878,000.00	1	LO	Estimated Cost Not to Exceed (Funding)	$ 878,000.00 $ 878,000.00

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 878,000.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.1.1.; C.1.1.2.; C.1.1.2.2.6.; C.1.1.2.2.6.1.; C.1.1.3.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				
5002AQ	RCV ARCENT KUWAIT (ONS-16-21585) - OR OP 4 M SERVICE REQUESTED: KUWAIT ONS-16-21585 CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLS85Q7 PRON AMD: 01 ACRN: DR PSC: R706 ESTIMATED COST: $618,314.65 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance	1	LO	Estimated Cost Not to Exceed (Funding)	$ 618,314.65 $ 618,314.65

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Start Date: 15-NOV-2016 End Date: 31-AUG-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 31-AUG-2017 $ 618,314.65 Period of Performance: 15 November 2016 through 31 August 2017 (End of narrative F001)				
5101	MRAP ARMY Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10 C.1.11; C.1.12; C.1.14 (End of narrative A002)				
5101AA	MRAP ARMY - OR OP 4 LABOR SERVICE REQUESTED: MRAP ARMY CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7004PMQ7 PRON AMD: 03 ACRN: DS PSC: R706 ESTIMATED COST: $2,483,576.87 FIXED FEE: $106,443.92 ESTIMATED COST + FIXED FEE: $2,590,020.79 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 38,152 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 2,483,576.87 $ 106,443.92 $ 2,590,020.79

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 2,590,020.79 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002)				
5101AB	MRAP AIR FORCE - OR OP 4 LABOR SERVICE REQUESTED: MRAP AIR FORCE CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLSF1Q7 PRON AMD: 02 ACRN: DT PSC: R706 CUSTOMER ORDER NO: F2QF206285GW01 ESTIMATED COST: $3,238,366.48 FIXED FEE: $174,499.19 ESTIMATED COST + FIXED FEE: $3,412,865.67 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 62,545 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 3,412,865.67 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 3,238,366.48 $ 174,499.19 $ 3,412,865.67

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5102	MRAP ARMY				
5102AA	MRAP ARMY - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: MRAP ARMY CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7004PMQ7 PRON AMD: 03 ACRN: DS PSC: R706 COST NO FEE: $511,076.98 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 511,076.98 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 511,076.98 $ 511,076.98
5102AB	MRAP AIR FORCE - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: MRAP AIR FORCE CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLSF1Q7 PRON AMD: 02 ACRN: DT PSC: R706 CUSTOMER ORDER NO: F2QF206285GW01 COST NO FEE: $1,221,445.31	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,221,445.31 $ 1,221,445.31

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,221,445.31 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)				
5201	SOCOM FY17 CLSS SOCOM LABOR Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.3; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12; C.1.13 C.1.14; C.1.15 (End of narrative A001)				
5201AA	SOCOM - OR OP 4 LABOR SERVICE REQUESTED: SOCOM FY17 CLSS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M7CLSS2Q7 PRON AMD: 02 ACRN: DU PSC: R706 CUSTOMER ORDER NO: F2VUF06293GW05 ESTIMATED COST: $9,127,376.44 FIXED FEE: $415,238.80	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 16,302,496.84 $ 758,587.13 $ 17,061,083.97

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

ESTIMATED COST + FIXED FEE: $9,542,615.24

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 148,832

(End of narrative B001)

Modification P00082 adjusts CLIN 5201AA as follows:

From:

HOURS: 148,832
ESTIMATED COST: $9,127,376.44
FIXED FEE: $415,238.80
ESIMATED COST + FIXED FEE: $9,542,615.24

To:

HOURS: 271,896
ESTIMATED COST: $16,302,496.84
FIXED FEE: $758,587.13
ESTIMATED COST + FIXED FEE: $17,061,083.97

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 271,896

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 09-JUL-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	09-JUL-2017

$ 17,061,083.97

Period of Performance: 15 November 2016 through 15 March 2017

(End of narrative F001)

Modification P00082 adjusts CLIN 5201AA as follows:

From:

Period of Performance: 15 November 2016 through 15 March 2017

To:

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 15 November 2016 through 09 July 2017 (End of narrative F002)				
5202	SOCOM FY17 CLSS Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.4.3; C.1.9.5 (End of narrative A001)				
5202AA	SOCOM - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: SOCOM FY17 CLSS CLIN CONTRACT TYPE: Cost No Fee PRON: 2M7CLSS2Q7 PRON AMD: 02 ACRN: DU PSC: R706 CUSTOMER ORDER NO: F2VUF06293GW05 COST NO FEE: $3,607,384.76 (End of narrative B001) Modification P00082 adjusts CLIN 5202AA as follows: From: COST NO FEE: $3,607,384.76 To: COST NO FEE: $6,169,870.81 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 09-JUL-2017 DLVR SCH PERF COMPL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 6,169,870.81 $ 6,169,870.81

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD: 001 QUANTITY: 1 DATE: 09-JUL-2017 $ 6,169,870.81 Period of performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Modification P00082 adjusts CLIN 5202AA as follows: From: Period of Performance: 15 November 2016 through 15 March 2017 To: Period of Performance: 15 November 2016 through 09 July 2017 (End of narrative F002)				
5300	DATA ITEM The contractor will prepare and deliver data submissions in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423, Sequence Numbers A001 through A035 A001 Weekly Parts Status Report A002 Weekly Systems Activity Report (WSAR) A003 Weekly Deployed Personnel Report A004 Demand History Report/ASL Managment Metrics A005 GFE Status Report A006 Contractor's Monthly Expenditure Report A007 Monthly Contractor Performance Report A008 Daily Reports on Operational Availability A009 Request for Price A010 CLS Data Transfer to TACOM A011 Army Contractor Manpower Reporting System (ACMPRS) Compliance A012 Reserved A013 Open Tasks Status Report A014 Design Management Tracking A015 Management Plan A016 Web Based Automated Data Tracking System A017 Quality Control Program Plan A018 Monthly Contractor Census Reporting A019 Synchronized Pre-deployment & Operational Tracker A020 Repair Cycle Time				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	A021 Purchase Order Wait Time (POWT) Report A022 Quality Assurance Surveillance Plan A023 MRAP FOV OPSEC Plan Update A024 Quality Assurance Management Meetings A025 Daily Deployed Personnel Report A026 Annual OPSEC Training A027 Value Engineering Process and Submission A028 Drug Free Work Place A029 Reserved A030 MRAP AFG BDAR Sustainment Report A031 MRAP Monthly Cost Report A032 Welding Procedure Specifications (WPS) and Welding Qualification Records A033 Program Protection Plan Certification A034 Meeting Minutes A035 HAZMAT Plan A036 Logistics Management Information (LM) Data Products (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
5301	IQ-USE-001 CONTRACTO Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1, C.1.1.1.7, C.1.1.2.2.4 C.1.1.3.2.3, C.1.1.4, C.1.4.5 C.1.5.6, C.1.6, C.1.8.1.2 C.1.8.1.4, C.1.8.1.5, C.1.8.2 C.1.10, C.1.11, C.1.12, C.12.1.1 C.12.1.1.2, C.12.1.1.2.1, C.12.1.1.2.2 C.14.6, C.14.6.1, C.14.6.2, C.14.6.3 (End of narrative A001)				
5301AA	FMS IRAQ - OR OP 4 LABOR SERVICE REQUESTED: IQ-USE-001 CONTRACTO CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J558C546EH PRON AMD: 02 ACRN: DV PSC: R706 FMS COUNTRY/CASE: IQ/USE ESTIMATED COST: $1,496,194.19 FIXED FEE: $57,292.83 ESTIMATED COST + FIXED FEE: $1,553,487.02	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 3,670,278.64 $ 145,968.77 $ 3,816,247.41

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 20,534

(End of narrative B001)

Modification P00083 adjusts CLIN 5301AA as follows:

From:

HOURS: 20,534
ESTIMATED COST: $1,496,194.19
FIXED FEE: $57,292.83
ESTIMATED COST + FIXED FEE: $1,553,487.02

To:

HOURS: 52,318
ESTIMATED COST: $3,670,278.65
FIXED FEE: $145,968.77
ESTIMATED COST + FIXED FEE: $3,816,247.41

TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 52,318

(End of narrative B002)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 14-SEP-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	14-SEP-2017

$ 3,816,247.41

Period of Performance: 15 November 2016 through 30 November 2016

(End of narrative F001)

Modification P00078 adjusts CLIN 5301AA as follows:

From:

Period of Performance: 15 November 2016 through 30 November 2016

To:

Period of Performance: 15 November 2016 through 28 February 2017

(End of narrative F002)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Modification P00083 adjusts CLIN 5301AA as follows: From: Period of Performance: 15 November 2016 through 28 February 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F003)				
5302	IQ-USE-001 CONTRACTO Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1, C.1.1.1.7, C.1.1.2.2.4 C.1.1.3.2.3, C.1.1.4, C.1.4.5 C.1.5.6, C.1.6, C.1.8.1.2 C.1.8.1.4, C.1.8.1.5, C.1.8.2 C.1.10, C.1.11, C.1.12, C.12.1.1 C.12.1.1.2, C.12.1.1.2.1, C.12.1.1.2.2 C.14.6, C.14.6.1, C.14.6.2, C.14.6.3 (End of narrative A001)				
5302AA	FMS IRAQ - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: IQ-USE-001 CONTRACTO CLIN CONTRACT TYPE: Cost No Fee PRON: J558C546EH PRON AMD: 02 ACRN: DV PSC: R706 FMS COUNTRY/CASE: IQ/USE COST NO FEE: $3,466,191.81 (End of narrative B001) Modification P00083 adjusts CLIN 5302AA as follows: From: COST NO FEE: $3,466,191.81 To: COST NO FEE: $10,449,059.68	1	LO	Estimated Cost Not to Exceed (Funding)	$ 10,449,059.68 $ 10,449,059.68

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2015 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 10,449,059.68 Period of Performance: 15 November 2016 through 30 November 2016 (End of narrative F001) Modification P00078 adjusts CLIN 5302AA as follows: From: Period of Performance: 15 November 2016 through 30 November 2016 To: Period of Performance: 15 November 2016 through 28 February 2017 (End of narrative F002) Modification P00083 adjusts CLIN 5302AA as follows: From: Period of Performance: 15 November 2016 through 28 February 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F003) 5401 PSEUDO FMS PAKISTAN (BUFFALO)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.2; C.1.3; C.1.4.; C.1.5.; C.1.6; C.1.7; C.1.8; C.1.9; C.1.10; C.1.11; C.1.12; C.1.13; C.1.14; C.1.15 (End of narrative A001)				
5401AA	PSEUDO FMS PAKISTAN (BUFFALO) - OR OP 4 LABO	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,384,206.86 $ 32,401.01 $ 1,416,607.87
	SERVICE REQUESTED: PSEUDO FMS PAKISTAN (BUFFALO) CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J568C184EH PRON AMD: 01 ACRN: DW PSC: R706 FMS COUNTRY/CASE: G9/UEH ESTIMATED COST: $1,384,206.86 FIXED FEE: $32,401.01 ESTIMATED COST + FIXED FEE: $1,416,607.87 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 11,614 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,416,607.87				
5402	FSR SUPPORT (BUFFALO				
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.2.; C.1.3.; C.1.4.; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15.				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
5402AA	PSEUDO FMS PAKISTAN (BUFFALO) - OR OP 4 MATL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,019,150.00 $ 1,019,150.00
	SERVICE REQUESTED: FSR SUPPORT (BUFFALO CLIN CONTRACT TYPE: Cost No Fee PRON: J568C184EH PRON AMD: 01 ACRN: DW PSC: R706 FMS COUNTRY/CASE: G9/UEH COST NO FEE: $1,019,150.00 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,019,150.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)				
5501	PSEUDO FMS IRAQ (HUSKY) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.2.; C.1.3.; C.1.4; C.1.5.; C.1.6.; C.1.7.; C.1.8.; C.1.9.; C.1.10.; C.1.11.; C.1.12.; C.1.13.; C.1.14.; C.1.15. (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5501AA	PSEUDO FMS IRAQ (HUSKY) - OR OP 4 LABOR SERVICE REQUESTED: PSEUDO FMS IRAQ (HUSKY) CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J568C553EH PRON AMD: 01 ACRN: DX PSC: R706 FMS COUNTRY/CASE: V5/AEH ESTIMATED COST: $1,645,800.77 FIXED FEE: $64,910.23 ESTIMATED COST: $1,710,711.00 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 25,054 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 31-MAY-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 31-MAY-2017 $ 1,710,711.00 Period of Performance: 15 November 2016 through 31 May 2017 (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 1,645,800.77 $ 64,910.23 $ 1,710,711.00
5502	PSEUDO FMS IRAQ (HUSKY) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.2; C.1.3; C.1.4.; C.1.5.; C.1.6; C.1.7; C.1.8; C.1.9; C.1.10; C.1.11; C.1.12; C.1.13; C.1.14; C.1.15 (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5502AA	PSEUDO FMS IRAQ (HUSKY) - OR OP 4 MATL, TRVL	1	LO	Estimated Cost Not to Exceed (Funding)	$ 4,952,614.00 $ 4,952,614.00

SERVICE REQUESTED: PSEUDO FMS IRAQ (HUSKY)
CLIN CONTRACT TYPE:
Cost No Fee
PRON: J568C553EH PRON AMD: 01 ACRN: DX
PSC: R706
FMS COUNTRY/CASE: V5/AEH

COST NO FEE: $4,952,614.00

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-NOV-2016
End Date: 31-MAY-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	31-MAY-2017

$ 4,952,614.00

Period of Performance: 15 November 2016 through 2017 May 31

(End of narrative F001)

5601	EDA MRAP REFURBISHME				

Services performed under this CLIN shall be in accordance with the following Performance Work Statement references:
C.1.; C.1.1.2.2.7.; C.1.1.2.2.7.1.; C.1.1.2.2.7.2.; C.1.1.2.2.7.3.; C.1.1.2.2.7.4.; C.1.1.2.2.7.5.; C.1.1.3.2.1.; C.1.1.3.6.; C.1.1.5.; C.1.5.7.; C.1.6.; C.1.8.1.2.; C.1.8.1.4.; C.1.8.1.5.; C.1.8.2.; C.1.8.6.5.; C.1.9.1.7.; C.1.9.7.1.; C.1.9.8.3.; C.1.10.; C.1.11., C.1.12.;

(End of narrative A001)

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5601AA	FMS EGYPT - OR OP 4 LABOR SERVICE REQUESTED: EDA MRAP REFURBISHME CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J568C459EH PRON AMD: 03 ACRN: DY PSC: R706 FMS COUNTRY/CASE: EG/VGQ ESTIMATED COST: $328,479.99 FIXED FEE: $13,677.70 ESTIMATED COST + FIXED FEE: $342,157.69 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 4,903 (End of narrative B001) Modification P00081 adjusts CLIN 5601AA as follows: From: HOURS: 4,903 ESTIMATED COST: $328,479.99 FIXED FEE: $13,677.70 ESTIMATED COST + FIXED FEE: $342,157.69 To: HOURS: 11,620 ESTIMATED COST: $655,093.01 FIXED FEE: $32,417.74 ESTIMATED COST + FIXED FEE: $687,510.75 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 11,620 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 687,510.75 Period of Performance: 15 November 2016 through 15 February 2017	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 655,093.01 $ 32,417.74 $ 687,510.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001) Modification P00081 adjusts CLIN 5601AA as follows: From: Period of Performance: 15 November 2016 through 15 February 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002)				
5602	EDA MRAP REFURBISHME Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.2.2.7.; C.1.1.2.2.7.1.; C.1.1.2.2.7.2.; C.1.1.2.2.7.3.; C.1.1.2.2.7.4.; C.1.1.2.2.7.5.; C.1.1.3.2.1.; C.1.1.3.6.; C.1.1.5.; C.1.5.7.; C.1.6.; C.1.8.1.2.; C.1.8.1.4.; C.1.8.1.5.; C.1.8.2.; C.1.8.6.5.; C.1.9.1.7.; C.1.9.7.1.; C.1.9.8.3.; C.1.10.; C.1.11., C.1.12.; (End of narrative A001)				
5602AA	FMS EGYPT - OR OP 4 MATL, TRVL, ODC SERVICE REQUESTED: EDA MRAP REFURBISHME CLIN CONTRACT TYPE: Cost No Fee PRON: J568C459EH PRON AMD: 03 ACRN: DY PSC: R706 FMS COUNTRY/CASE: EG/VGQ COST NO FEE: $727,461.36 (End of narrative B001) Modification P00081 adjusts CLIN 5602AA as follows: From: COST NO FEE: $727,461.36 To:	1	LO	Estimated Cost Not to Exceed (Funding)	$ 1,744,108.30 $ 1,744,108.30

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COST NO FEE: $1,744,108.30 (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 1,744,108.30 Period of Performance: 15 November 2016 through 15 February 2017 (End of narrative F001) Modification P00081 adjusts CLIN 5602AA as follows: From: Period of Performance: 15 November 2016 through 15 February 2017 To: Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F002) 5701 PSEUDO FMS PAKISTAN (MRAP) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.2; C.1.3; C.1.4.; C.1.5.; C.1.6; C.1.7; C.1.8; C.1.9; C.1.10; C.1.11; C.1.12; C.1.13; C.1.14; C.1.15 (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5701AA	PSEUDO FMS PAKISTAN (MRAP) - OR OP 4 LABOR SERVICE REQUESTED: PSEUDO FMS PAKISTAN (MRAP) CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J568C183EH PRON AMD: 01 ACRN: DE PSC: R706 FMS COUNTRY/CASE: G9/UEH ESTIMATED COST: $2,240,065.47 FIXED FEE: $55,087.69 ESTIMATED COST + FIXED FEE: $2,295,153.16 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 19,745 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 2,295,153.16 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 2,240,065.47 $ 55,087.69 $ 2,295,153.16
5702	PSEUDO FMS PAKISTAND (MRAP) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1; C.1.2; C.1.3; C.1.4.; C.1.5.; C.1.6; C.1.7; C.1.8; C.1.9; C.1.10; C.1.11; C.1.12; C.1.13; C.1.14; C.1.15 (End of narrative A001)				

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5702AA	PSEUDO FMS PAKISTAN (MRAP) - OR OP 4 MATL, T SERVICE REQUESTED: PSEUDO FMS PAKISTAND (MRAP) CLIN CONTRACT TYPE: Cost No Fee PRON: J568C183EH PRON AMD: 01 ACRN: DE PSC: R706 FMS COUNTRY/CASE: G9/UEH COST NO FEE: $4,439,000.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance Start Date: 15-NOV-2016 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 4,439,000.00 Period of Performance: 15 November 2016 through 14 September 2017 (End of narrative F001) Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.2.2.6.; C.1.1.6.; C.1.3.2.; C.1.4.5.; C.1.5.6.; C.1.8.3.; C.1.9.1.8.; C.1.10.1.2.; C.1.10.6; C.1.14.2.3.; C.1.14.3.1.4.; C.1.14.3.1.5.; (End of narrative A001)	1	LO	Estimated Cost Not to Exceed (Funding)	$ 4,439,000.00 $ 4,439,000.00
5801	: KS-ZFO-002				
5801AA	FMS KOREA - OR OP 4 LABOR	1	LO	Estimated Cost Fixed Fee	$ 18,590.15 $ 1,089.39

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				Not to Exceed (Funding)	$ 19,679.54
	SERVICE REQUESTED: : KS-ZFO-002 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: J565C960EH PRON AMD: 02 ACRN: EB PSC: R706 FMS COUNTRY/CASE: KS/ZFO ESTIMATED COST: $18,590.15 FIXED FEE: $1,089.39 ESTIMATED COST + FIXED FEE: $19,679.54 TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 391 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance Period of Performance Start Date: 15-FEB-2017 End Date: 14-SEP-2017 DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 14-SEP-2017 $ 19,679.54				
	Period of Performance: 15 February 2017 through 14 September 2017 (End of narrative F001)				
	Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.; C.1.1.2.2.6.; C.1.1.6.; C.1.3.2.; C.1.4.5.; C.1.5.6.; C.1.8.3.; C.1.9.1.8.; C.1.10.1.2.; C.1.10.6; C.1.14.2.3.; C.1.14.3.1.4.; C.1.14.3.1.5.; (End of narrative A001)				
5802	FMS KOREA MAT, TVL, ODC				
5802AA	FMS KOREA - OR OP 4 MATL, TRVL, ODC	1	LO	Estimated	

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				Cost Not to Exceed (Funding)	$ 115,000.00 $ 115,000.00

SERVICE REQUESTED: FMS KOREA MAT, TVL, ODC
CLIN CONTRACT TYPE:
Cost No Fee
PRON: J578C459EH PRON AMD: 04 ACRN: EA
PSC: R706
FMS COUNTRY/CASE: KS/002

COST NO FEE: $115,000.00

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
Period of Performance
Start Date: 15-FEB-2017
End Date: 15-FEB-2017

DLVR SCH REL CD	QUANTITY	PERF COMPL DATE
001	1	15-FEB-2017

$ 115,000.00

Period of Performance:

15 February 2017 through 14 September 2017

(End of narrative F001)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 2 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 52.204-4600 CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM APR/2007

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officer's Representative (COR) or Contracting Officer. *Designated deployment cell personnel will act as the Trusted Agent (TA) on behalf of the COR.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require local access to a government computer network. This can be done by going to http://www.us.army.mil and registering as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firm's single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoD's Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at TBD before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at https://www.dmdc.osd.mil/appj/cvs/index.jsp.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractor's applicant via email of one of the following:

- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (http://www.dmdc.osd.mil/rsl/owa/home provides RAPIDS locations).

- Rejected*. Government in separate correspondence will provide reason(s) for rejection.

- Returned. Additional information or correction to the application required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individual's contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor

employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquiries (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at https://www.us.army.mil/suite/portal/index.jsp or by contacting the CAC helpdesk at iacacpki.helpdesk@us.army.mil or 703-545-2000.

(End of Clause)

C-3 5152.222-5900 (C-JTSCC) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS MAR/2014

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employees native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractors written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Government furnished facilities will be provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

C-4 5152.225-5902 (C-JTSCC) FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS JUN/2015

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx.

(End of Clause)

C-5 5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING AUG/2014
(C-JTSCC)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.
The total number (prime and subcontractors at all tiers) of U.S. citizens.
The total number (prime and subcontractors at all tiers) of local nationals (LN).
The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
Name of province in which the work was performed.
The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

(End of Clause)

C-6 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR JUN/2015
(C-JTSCC) EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx. The current DODI is available at http://www.dtic.mil/whs/directives/corres/ins1.html. The current list of immunization and vaccination requirements are available at http://www.vaccines.mil.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractors medical provider or local economy providers location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health

personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractors medical provider or local economy provider will look for interval changes from prior CXRs and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis A (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

C-7 5152.236-5900 (C-JTSCC) ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS DEC/2011

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

(1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,

(2) 2011 National Electrical Code (NEC) for new construction

(3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction

(4) American National Standards Institute (ANSI) C2, and

(5) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc

(End of Clause)

C-8 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (C-JTSCC) APR/2012

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment valued at $50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End)

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-4009 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	252.211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-6	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F.1 PERIOD OF PERFORMANCE

The total period of performance for this contract is five (5) years, to include a six (6) month Phase In period (which will include the Early Operational Readiness (EOR) period, if proposed), an eight (8) month Operational Readiness Base Option period, three (3) 12 month Operational Readiness Option periods and one (1) 10 month Operational Readiness Option period.

F.1.1 The period of performance for the Phase-In, including Early Operational Readiness (if proposed) is no more than 180 days from the date of contract award.

F.1.2 The Operational Readiness Base Option period begins 181 days after contract award and shall not exceed a period of eight (8) months.

F.1.3 Operational Readiness Option Periods:

a) Option Period 1 is 421 days after contract award through 786 days after contract award
b) Option Period 2 is 787 days after contract award through 1,152 days after contract award
c) Option Period 3 is 1,153 days after contract award through 1,518 days after contract award
d) Option Period 4 is 1,519 days after contract award through 1,819 days after contract award

The option periods above are based on the target award date of 24 May 2012. Please note the Option periods will be dependent on the actual award date.

F.1.4
For evaluation and contract award purposes the Government will utilize the offeror's proposed Phase-in/EOR schedule and proposed Cost/Price based on the hard target award date (24 May 2012), even if the actual award does not occur on that date. If there is a conflict between the hard calendar date and the "days after contract award", the "days after contract award" will take precedence. In the event the contract award is not made on the target award date of 24 May 2012, the successful offeror (awardee) shall submit a revised Attachment 10 that has been adjusted for the actual award date. If required, the contractor shall only adjust Attachment 10 after contract award to account for the revision to the target award date. There shall be no upwards adjustment to the contract price, nor shall there be any adjustment to Attachment 10, the Phase-in plan, or any other portion of the contract that is not due to the revisions in the award date if applicable.

In the event the revised Attachment 10 and Phase-In Plan cannot be mutually agreed upon by the Government and contractor, the Government reserves the unilateral right to adjust the contract subject to the Disputes Clause.

*** END OF NARRATIVE F0001 ***

Modification P00048 to contract W56HZV-12-C-0127 is to incorporate the following CAGE and DUNS Code:

i. CAGE: 7BA04
MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.
ManTech Chambersburg Facility
Tamarack Industrial Park Building 652
2015 Carbaugh Ave
Chambersburg, PA 17202

ManTech POC for Chambersburg
Lee Medina
Office: (910) 729-6618
Cell: (910) 853-2988

ii. DUNS: 079734098

*** END OF NARRATIVE F0002 ***

SECTION G - CONTRACT ADMINISTRATION DATA

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M5CLSS1Q7/ACRN BU CLIN 3201AA and 3202AA IS AS FOLLOWS:

097000010000056SF1515D F52SP FLMRAP 257.2301 010L000001L2
999900.999961 1170417BB 2015 387700 103000000 097000010000056SF1515D
ST NA ST

CHECK THE LOA ON THE FUNDING MIPR: F2VUF04296GW001
****

*** END OF NARRATIVE G0006 ***

SPECIAL INSTRUCTIONS TO DFAS:

CLIN: 3001AD, 3002AD / ACRN: BV

PRON 2M5CLSB1Q7EH IS FUNDED WITH MIPR M9545015MPZ8251,
WITH CORRECT LINE OF ACCOUNTING AS LISTED ON THE MIPR:
1741106 1A2A 252 67854 067443 2D M95450 5MPZ825117LS 067443

MOVE ALL OBLIGATIONS AND DISBURSEMENTS TO THE CORRECT LOA.

*** END OF NARRATIVE G0008 ***

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
1001AA	2M2SMA07Q7 11502010000	2	2MARCE	AA	$	6,087,887.71
1001AB	2M2SMA09Q7 13519700000	2	2MA1A4	AB	$	174,909.66
1001AC	2M2SMA08Q7 11502010000	2	2MARCE	AA	$	43,510.77
1001AD	2M2CLS1BQ7 M9545012MPAAG12	2		AC	$	100,243.86
1002AA	2M2SMA07Q7 11502010000	2	2MARCE	AA	$	30,123,778.18
1002AB	2M2SMA09Q7 13519700000	2	2MA1A4	AB	$	729,103.04
1002AC	2M2SMA08Q7 11502010000	2	2MARCE	AA	$	181,372.70
1002AD	2M2CLS1BQ7 M9545012MPAAG12	2		AC	$	377,157.14

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
1002AE	2M2SMA15Q7	2	S.0004626.1	AJ	$	3,538,522.34
1002AF	2M2SMA16Q7	2	S.0004626.1	AK	$	36,587.34
1002AH	P116M1502T D02903AVFRE	2	A.0010970.1.1.1.2.2	AY	$	175,817.76
1003AA	2M2SMA07Q7 11502010000	2	2MARCE	AA	$	77,438,856.79
1003AB	2M2SMA09Q7 13519700000	2	2MA1A4	AB	$	2,907,833.09
1003AC	2M2SMA08Q7 11502010000	2	2MARCE	AA	$	637,623.00
1003AD	2M2CLS1BQ7 M9545012MPAAG12	2		AC	$	1,222,206.13
1003AF	P116M1502T D02903AVFRE	2	A.0010970.1.1.1.2.2	AY	$	92,409.39
1004AA	2M3SMA03Q7	2	S.0009654.4.2	AN	$	55,873,761.60
1004AB	2M3CLS1BQ7 M9545013MPZ8388	2		AP	$	791,727.45
1004AC	2M3SMA02Q7	2	S.0009654.4.2	AQ	$	630,560.74
1004AD	2M3CLS2BQ7 M9545013MPZ8388	2		AP	$	151,252.83
1004AE	P116M1502T D02903AVFRE	2	A.0010970.1.1.1.2.2	AY	$	1,195,675.19
1004AF	P126M0412T	2	A.0010956.1.1.1.2.2	AZ	$	369,990.48
1004AG	2M3SMA07Q7	2	S.0011457.1.2	BC	$	5,985,294.05
1005AA	2M3SMA03Q7	2	S.0009654.4.2	AN	$	86,605,036.94
1005AB	2M3CLS1BQ7 M9545013MPZ8388	2		AP	$	1,032,628.92

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
1005AC	2M3SMA02Q7	2	S.0009654.4.2	AQ	$	714,102.03
1005AD	2M3CLS2BQ7 M9545013MPZ8388	2		AP	$	29,667.55
1005AE	P116M1502T D02903AVFRE	2	A.0010970.1.1.1.2.2	AY	$	231,595.86
1005AF	P126M0412T	2	A.0010956.1.1.1.2.2	AZ	$	92,638.34
1005AG	2M3SMA07Q7	2	S.0011457.1.2	BC	$	526,981.81
1005AH	2M3SMAXXQ7 MIPR3K000J7356	2		BD	$	8,000,000.00
1101AA	2M2CLS1FQ7 M9545012MPOMFS8	2		AD	$	132,107.59
1101AB	2M2CLS1AQ7 M9545012MPOMAQ8	2		AE	$	3,069,123.82
1101AC	2M2CLS1MQ7 M9545012MPAAG13	2		AF	$	1,030,302.87
1101AD	2M2CLS1NQ7 M9545012MPOMNE6	2		AG	$	149,450.16
1102AA	2M2CLS1FQ7 M9545012MPOMFS8	2		AD	$	251,271.29
1102AB	2M2CLS1AQ7 M9545012MPOMAQ8	2		AE	$	19,394,723.26
1102AC	2M2CLS1MQ7 M9545012MPAAG13	2		AF	$	1,851,104.92
1102AD	2M2CLS1NQ7 M9545012MPOMNE6	2		AG	$	225,996.53
1102AE	2M3CLS01Q7	2	S.0009561.8	AL	$	848,840.25
1102AF	2M3CLS01Q7	2	S.0009561.8	AL	$	867,200.00
1102AG	2M3CLS03Q7	2	S.0009561.8.1	AS	$	25,352,483.91

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
1102AH	2M3CLS1MQ7 M9545013MPZ8388	2		AP	$	792,132.77
1102AJ	2M3CLS4NQ7 N4027313MP001K7	1		AT	$	43.70
1102AK	2M3CLS04Q7	2	S.0009561.8.2	AW	$	893,952.75
1102AL	2M3CLS2AQ7 F3QCDK2341G006	2		AX	$	42,019.20
1102AM	2M3CLS05Q7	2	S.0009561.8.3	BA	$	39,389.33
1103AA	2M2CLS1FQ7 M9545012MPOMFS8	2		AD	$	20,360.00
1103AB	2M2CLS1AQ7 M9545012MPOMAQ8	2		AE	$	1,267,498.98
1103AC	2M2CLS1MQ7 M9545012MPAAG13	2		AF	$	115,360.00
1103AD	2M2CLS1NQ7 M9545012MPOMNE6	2		AG	$	22,672.00
1103AF	2M3CLSM1Q7 67854067443 M9545013MPZ8193	2		AM	$	160,000.00
1103AG	2M3CLS03Q7	2	S.0009561.8.1	AS	$	7,380,154.43
1103AH	2M3CLS1MQ7 M9545013MPZ8388	2		AP	$	720,000.00
1103AJ	2M3CLS4NQ7 N4027313MP001K7	2		AT	$	2,498.87
1103AK	2M3CLS04Q7	2	S.0009561.8.2	AW	$	545,808.19
1103AL	2M3CLS2MQ7 M9545013MPZ8388	2		AP	$	650,000.00
1103AN	2M3CLS2AQ7 F3QCDK2341G006	2		AX	$	

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
1103AP	2M3CLS1AQ7 F3QCDK2320G002	2		AX	$	85,000.00
1103AQ	2M3CLS05Q7	2	S.0009561.8.3	BA	$	2,222.01
1104AA	2M3CLS03Q7	2	S.0009561.8.1	AS	$	62,760,952.30
1104AB	2M3CLS1MQ7 M9545013MPZ8388	2		AP	$	1,358,996.02
1104AG	2M3CLS2AQ7 F3QCDK2341G006	2		AX	$	1,450,853.51
1104AH	2M3CLS05Q7	2	S.0009561.8.3	BA	$	85,455.52
1105AA	2M3CLS03Q7	2	S.0009561.8.1	AS	$	10,990,127.30
1105AB	2M3CLS1MQ7 M9545013MPZ8388	2		AP	$	266,724.59
1105AD	2M3CLS04Q7	2	S.0009561.8.2	AW	$	156,292.05
1105AE	2M3CLS2AQ7 F3QCDK2341G006	2		AX	$	204,868.12
1105AF	2M3CLS05Q7	2	S.0009561.8.3	BA	$	5,639.05
1201AA	2M2CLS1SQ7 M9545012MP1MRAP	2		AH	$	2,852,682.00
1202AA	2M2CLS1SQ7 M9545012MP1MRAP	2		AH	$	16,099,335.00
1203AA	2M2CLS1SQ7 M9545012MP1MRAP	2		AH	$	21,714,030.00
1204AA	2M3CLSO1Q7 F2VUF02304G001	2		AR	$	5,342,253.53
1204AB	2M3CLSS1Q7 F2VUF03106G001	2		AR	$	25,798,347.63
1205AA	2M3CLSO1Q7	2		AR	$	6,657,746.47

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
	F2VUF02304G001					
1205AB	2M3CLSS1Q7 F2VUF03106G001	2		AR	$	23,460,149.59
2001AA	2M4SMA01Q7	2	S.0021149.1	BE	$	45,513,136.72
2001AB	2M4SMA02Q7	2	S.0021132.1	BF	$	11,204,403.43
2001AC	2M4SMA01Q7	2	S.0021149.1	BE	$	715,431.86
2001AD	2M4CLSB1Q7 M9545014MPZ8322	2		BG	$	1,434,150.36
2001AE	P126M0862T	2	A.0010956.1.1.1.2.5	BH	$	5,157,238.15
2001AF	2M4VMMD1Q7 M9545014MPZWA11	2		BP	$	251,578.80
2001AG	T146M0152T M9545014MPZWA11	2		BP	$	76,150.44
2001AH	T146M0142T M9545014MP47984	2		BQ	$	38,393.67
2001AJ	4I4UA1251A	2	R.0010979.4.1	BR	$	48,877.88
2002AA	2M4SMA01Q7	2	S.0021149.1	BE	$	48,891,700.37
2002AB	2M4SMA02Q7	2	S.0021132.1	BF	$	9,749,323.41
2002AC	2M4SMA01Q7	2	S.0021149.1	BE	$	235,108.33
2002AD	2M4CLSB1Q7 M9545014MPZ8322	2		BG	$	901,568.61
2002AE	P126M0862T	2	A.0010956.1.1.1.2.5	BH	$	3,452,195.56
2002AF	2M4VMMD1Q7 M9545014MPZWA11	2		BP	$	46,500.00
2002AG	T146M0142T M9545014MP47984	2		BQ	$	109,240.00

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
2002AH	4I4UA1251A	2	R.0010979.4.1	BR	$	390,306.13
2101AA	2M4CLSA1Q7	2	S.0019206.2.3.1	BK	$	7,602,754.21
2101AB	2M4CLSF1Q7 F2QF203304G001	2		BL	$	1,420,958.21
2101AC	2M4CLSF2Q7 F2QF204027G001	2		BN	$	3,131,348.69
2102AA	2M4CLSA1Q7	2	S.0019206.2.3.1	BK	$	1,206,978.43
2102AB	2M4CLSF1Q7 F2QF203304G001	2		BL	$	532,555.79
2102AC	2M4CLSF2Q7 F2QF204027G001	2		BN	$	707,531.21
2201AA	2M4CLSS1Q7 F2VUF03303G001	2		BJ	$	35,560,690.73
2202AA	2M4CLSS1Q7 F2VUF03303G001	2		BJ	$	17,869,612.89
3001AA	2M5CLS15Q7	1	S.0028443.1.2	BW	$	13,256,392.40
3001AB	2M5CLS14Q7	1	S.0028442.1.1	BX	$	2,792,906.67
3001AD	2M5CLSB1Q7 M9545015MPZ8251	1		CF	$	78,986.66
3001AE	P146M0222T	1	A.0018927.1.1.1.5	BY	$	10,260,523.43
3001AF	2M5CLSVMQ7 M9545015MP46C40	1		BZ	$	21,904.00
3001AG	4I4UA1311A	1	R.0010979.4.1	CA	$	155,030.41
3001AH	2M5CLS15Q7	1	S.0028443.1.2	BW	$	1,647,101.98
3001AJ	2M5CLS15Q7	1	S.0028443.1.2	BW	$	347,307.06
3001AK	T156M0042T	2		CE	$	1,283.20

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
	M9545015MP36K45					
3001AL	P146M0232T	2	A.0018927.1.1.1.5	CJ	$	32,518.18
3002AA	2M5CLS15Q7	1	S.0028443.1.2	BW	$	6,173,903.28
3002AB	2M5CLS14Q7	1	S.0028442.1.1	BX	$	3,492,913.77
3002AD	2M5CLSB1Q7	1		CF	$	8,000.90
	M9545015MPZ8251					
3002AE	P146M0222T	1	A.0018927.1.1.1.5	BY	$	2,837,380.82
3002AF	2M5CLSVMQ7	1		BZ	$	51,612.96
	M9545015MP46C40					
3002AG	4I4UA1311A	1	R.0010979.4.1	CA	$	28,724.56
3002AH	2M5CLS15Q7	1	S.0028443.1.2	BW	$	228,691.49
3002AJ	2M5CLS15Q7	1	S.0028443.1.2	BW	$	96,120.06
3002AK	T156M0042T	2		CE	$	14,451.27
	M9545015MP36K45					
3002AL	P146M0232T	2	A.0018927.1.1.1.5	CJ	$	66,948.84
3003AA	T156M0052T	2		CE	$	245,760.00
	M9545015MP36K45					
3101AA	2M501LOGQ7	1	S.0028437.3.1	BS	$	1,229,980.66
3101AB	2M5CLSF1Q7	1		BT	$	3,647,966.46
	F2QF204290G001					
3102AA	2M501LOGQ7	1	S.0028437.3.1	BS	$	107,803.12
3102AB	2M5CLSF1Q7	1		BT	$	168,052.07
	F2QF204290G001					
3102AC	2M5CLSF2Q7	2		CB	$	250,000.00
	F2QF205007G002					

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
3102AD	2M5CLSF3Q7 F2QF205112GW01	2		CG	$	860,000.00
3201AA	2M5CLSS1Q7 F2VUF04296GW01	1		BU	$	25,730,352.79
3202AA	2M5CLSS1Q7 F2VUF04296GW01	1		BU	$	7,969,082.14
3301AA	J50USE0147 011	1	F.0001939.1.1.1.1	CC	$	1,654,081.65
3302AA	J50USE0147 011	1	F.0001939.1.1.1.1	CC	$	5,637,143.34
4001AA	2M6CLS37Q7	2	S.0039055.1.1	CK	$	16,936,786.02
4001AB	2M6CLS14Q7	2	S.0037925.1	CL	$	389,545.44
4001AE	P166M2022T	2	A.0026138.1.1.1.5	CM	$	14,730,436.57
4001AG	4I5UA1321A	2	R.0014733.4.1	CN	$	174,267.85
4001AH	2M6CLSFCQ7	2	S.0039055.1.1.3	CR	$	1,921,367.70
4001AJ	2M6CLSCEQ7	2	S.0039055.1.1.4	CT	$	258,125.36
4001AK	P166ONS72T	2	S.0039055.1.1.5	CX	$	457,453.30
4001AL	2M6CLS15Q7	2	S.0039055.1.1.5.2	CY	$	68,825.66
4001AM	2M6CLS16Q7	2	S.0039055.1.1.5.3	DA	$	694,195.51
4001AN	2M6CLS04Q7	2	S.0039055.1.1.5.4	DB	$	88,202.20
4001AP	2M6CLS77Q7	2	S.0039055.1.1.5.5	DC	$	260,150.43
4001AQ	2M6CLS85Q7	2	S.0039055.1.1.5.6	DD	$	122,687.32
4002AA	2M6CLS37Q7	2	S.0039055.1.1	CK	$	4,915,676.72
4002AB	2M6CLS14Q7	2	S.0037925.1	CL	$	2,024,421.36

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
4002AE	P166M2022T	2	A.0026138.1.1.1.5	CM	$	4,649,550.88
4002AG	4I5UA1321A	2	R.0014733.4.1	CN	$	28,500.00
4002AH	2M6CLSFCQ7	2	S.0039055.1.1.3	CR	$	959,655.00
4002AJ	2M6CLSCEQ7	2	S.0039055.1.1.4	CT	$	195,580.00
4002AK	P166ONS72T	2	S.0039055.1.1.5	CX	$	1,360,500.00
4002AL	2M6CLS15Q7	2	S.0039055.1.1.5.2	CY	$	89,004.34
4002AM	2M6CLS16Q7	2	S.0039055.1.1.5.3	DA	$	779,624.18
4002AN	2M6CLS04Q7	2	S.0039055.1.1.5.4	DB	$	216,441.40
4002AP	2M6CLS77Q7	2	S.0039055.1.1.5.5	DC	$	440,547.84
4002AQ	2M6CLS85Q7	2	S.0039055.1.1.5.6	DD	$	220,100.00
4101AA	2M602LOGQ7	2	S.0036119.3.1	CP	$	1,220,723.66
4101AB	2M6CLSF1Q7 F2QF205293GW01	2		CV	$	4,712,047.01
4102AA	2M602LOGQ7	2	S.0036119.3.1	CP	$	17,948.76
4102AB	2M6CLSF1Q7 F2QF205293GW01	2		CV	$	1,415,248.57
4201AA	2M6CLSS1Q7 F2VUF05308GW03	2		CS	$	22,899,850.43
4202AA	2M6CLSS1Q7 F2VUF05308GW03	2		CS	$	6,821,749.49
4301AA	J50USE0147 011	2	F.0001939.1.1.1.1	CC	$	3,991,177.15
4302AA	J50USE0147 011	2	F.0001939.1.1.1.1	CC	$	11,758,122.59

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
4401AA	F166M2062T 011	2	F.0002869.1.1.1.1	CU	$	1,196,787.34
4402AA	F166M2062T 011	2	F.0002869.1.1.1.1	CU	$	883,763.59
4501AA	T166M0012T 011	2	F.0003054.1.1.1.1	CW	$	622,861.78
4502AA	T166M0012T 011	2	F.0003054.1.1.1.1	CW	$	4,367,832.22
4601AA	J568B786EH 9XXXXX 011	2	F.0003215.4.1.1.1	CZ	$	374,686.55
4602AA	J568B786EH 9XXXXX 011	2	F.0003215.4.1.1.1	CZ	$	1,205,694.40
5001AA	P176A5042T	2	S.0045889.6	DF	$	13,376,848.35
5001AB	P176A5062T	2	S.0045888.1	DG	$	386,242.86
5001AE	P176M0032T	2	A.0031156.1.1.1.5	DH	$	16,843,012.93
5001AG	756CEH0775	2	A.0026761.2	DJ	$	44,185.14
5001AH	2M7CLSFCQ7	2	S.0046382.9	DZ	$	1,376,676.15
5001AJ	2M7CLSCEQ7	2	S.0046382.8	DK	$	247,624.84
5001AK	2M7CLS57Q7	2	S.0046382.1	DL	$	1,392,061.61
5001AL	P176A5052T	2	S.0046382.7	DM	$	156,736.51
5001AM	2M7CLS19Q7	2	S.0046382.3	DN	$	2,278,649.94
5001AN	2M7CLS04Q7	2	S.0046382.5	DP	$	237,582.96
5001AP	2M7CLS77Q7	2	S.0046382.4	DQ	$	848,806.58
5001AQ	2M7CLS85Q7	2	S.0046382.6	DR	$	655,638.89
5002AA	P176A5042T	2	S.0045889.6	DF	$	1,053,706.23

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
5002AB	P176A5062T	2	S.0045888.1	DG	$	876,000.00
5002AE	P176M0032T	2	A.0031156.1.1.1.5	DH	$	6,959,717.00
5002AG	756CEH0775	2	A.0026761.2	DJ	$	42,050.00
5002AH	2M7CLSFCQ7	2	S.0046382.9	DZ	$	498,380.00
5002AJ	2M7CLSCEQ7	2	S.0046382.8	DK	$	105,858.65
5002AK	2M7CLS57Q7	2	S.0046382.1	DL	$	908,500.00
5002AL	P176A5052T	2	S.0046382.7	DM	$	103,300.00
5002AM	2M7CLS19Q7	2	S.0046382.3	DN	$	824,500.00
5002AN	2M7CLS04Q7	2	S.0046382.5	DP	$	427,400.00
5002AP	2M7CLS77Q7	2	S.0046382.4	DQ	$	878,000.00
5002AQ	2M7CLS85Q7	2	S.0046382.6	DR	$	618,314.65
5101AA	2M7004PMQ7	2	S.0045776.8.15	DS	$	2,590,020.79
5101AB	2M7CLSF1Q7 F2QF206285GW01	2		DT	$	3,412,865.67
5102AA	2M7004PMQ7	2	S.0045776.8.15	DS	$	511,076.98
5102AB	2M7CLSF1Q7 F2QF206285GW01	2		DT	$	1,221,445.31
5201AA	2M7CLSS2Q7 F2VUF06293GW05	2		DU	$	17,061,083.97
5202AA	2M7CLSS2Q7 F2VUF06293GW05	2		DU	$	6,169,870.81
5301AA	J558C546EH 011	2	F.0001939.1.1.1.1	DV	$	3,816,247.41

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
5302AA	J558C546EH 011	2	F.0001939.1.1.1.1	DV	$	10,449,059.68
5401AA	J568C184EH 011	2	F.0003644.2.1.1.1	DW	$	1,416,607.87
5402AA	J568C184EH 011	2	F.0003644.2.1.1.1	DW	$	1,019,150.00
5501AA	J568C553EH 011	2	F.0003860.1.1.1.1	DX	$	1,710,711.00
5502AA	J568C553EH 011	2	F.0003860.1.1.1.1	DX	$	4,952,614.00
5601AA	J568C459EH 011	2	F.0003215.10.1.1.1	DY	$	687,510.75
5602AA	J568C459EH 011	2	F.0003215.10.1.1.1	DY	$	1,744,108.30
5701AA	J568C183EH 011	2	F.0003644.1.1.1.1	DE	$	2,295,153.16
5702AA	J568C183EH 011	2	F.0003644.1.1.1.1	DE	$	4,439,000.00
5801AA	J565C960EH 011	2	F.0003298.1.1.1.1	EB	$	19,679.54
5802AA	J578C459EH 011	2	F.0003298.2.1.1.1	EA	$	115,000.00
				TOTAL	$	1,044,796,697.40

ACRN	ACCOUNTING CLASSIFICATION			OBLIGATED AMOUNT
AA	21 22020000021C1C12P1150202512 S20113	W56HZV	$	114,513,029.15
AB	21 22020000021C1C12P135197252G S20113	W56HZV	$	3,811,845.79
AC	17 211061A2A25267854 0674432DM954502MPAAG1250LS		$	1,699,607.13
AD	57 23400MRAP25267854 0674432D1AK1 2MPOMFS850LD		$	403,738.88
AE	21 2202027A025267854 0674432D1351982MPOMAQ850TA		$	23,731,346.06
AF	17 211061A2A25267854 0674432DM954502MPAAG1350LS		$	2,996,767.79
AG	17 211061A2A25267854 0674432DM954502MPOMNE650LS		$	398,118.69
AH	97 20100MCCQ25267854 0674432DM954502MP1MRAP50RE		$	40,666,047.00
AJ	021 201220122020 A5XDV 115020VFRE 252G	L032195638 S.0004626.1	021001 $	3,538,522.34
AK	021 201220122020 A5XDV 115020VFRE 252G	L032195639 S.0004626.1	021001 $	36,587.34
AL	021 201320132020 A5XDU 114018VFRE 252G	L032314565 S.0009561.8	021001 $	1,716,040.25
AM	17 211061A2A25267854 0674432DM954503MPZ819350LS		$	160,000.00

ACRN	ACCOUNTING CLASSIFICATION		OBLIGATED AMOUNT
AN	021 201320132020 A5XDV 115020VFRE 252G L032540439 S.0009654.4.2	021001	$ 142,478,798.54
AP	17 311061A2A2526785400674432D067443M95450		$ 5,793,130.13
AQ	021 201320132020 A5XDV 115020VFRE 252G L032540236 S.0009654.4.2	021001	$ 1,344,662.77
AR	97 3010056SFSC 52SPFLMRAP01000057815017417667100		$ 61,258,497.22
AS	021 201320132020 A5XDU 114018VFRE 252G L032539924 S.0009561.8.1	021001	$ 106,483,717.94
AT	17 3180460CC2574582AH0609512DP001K7402733356UED		$ 2,542.57
AW	021 201320132020 A5XDU 114018VFRE 252G L032742361 S.0009561.8.2	021001	$ 1,596,052.99
AX	57 33400000030387ROXXCM6401000057815237 65F503000		$ 1,782,740.83
AY	021 201120132035 A5XDV D02903AVFRE 253F L032732013 A.0010970.1.1.1.2.2	021001	$ 1,695,498.20
AZ	021 201220142035 A5XDV D02902ARF02 2533 L033282588 A.0010956.1.1.1.1.2	021001	$ 462,628.82
BA	021 201320132020 A5XDU 114018VFRE 252G L033416337 S.0009561.8.3	021001	$ 132,705.91
BC	021 201320132020 A5XDV 114018VFRE 252G L033691254 S.0011457.1.2	021001	$ 6,512,275.86
BD	021 201320152093 0000 A5UDD 201900VEXA 3101 0010387943 52093000 A.0005001.5.1.23	021001	$ 8,000,000.00
BE	021 201420142020 A5XDV 115020VFRE 2571 L035010959 S.0021149.1	021001	$ 95,355,377.28
BF	021 201420142020 A5XDV 114018VFRE 2571 L035011444 S.0021132.1	021001	$ 20,953,726.84
BG	17 411061A2A25267854 0674432DM954504MPZ832217LS		$ 2,335,718.97
BH	021 201220142035 A5XDV D02903ARF02 2571 L035011720 A.0010956.1.1.1.2.5	021001	$ 8,609,433.71
BJ	97 4010056SFSC 52SPFLMARP01000056900017417667100		$ 53,430,303.62
BK	021 201420142020 A5XDU 114018VFRE 252G L035012543 S.0019206.2.3.1	021001	$ 8,809,732.64
BL	57 43400000030478741421410100005699223765F667100		$ 1,953,514.00
BN	57 43400000030 04 7874 1421415699223765F667100		$ 3,838,879.90
BP	17 411061A2A25267854 0674432DM954504MPZWA1115LX		$ 374,229.24
BQ	17 41109652031067854 0674432D6520004MP47984152T		$ 147,633.67
BR	021 201420152040 A5XBE 654808415RF02 2571 L036474348 R.0010979.4.1	021001	$ 439,184.01
BS	021 201520152020 A5XDU 123208AMTV 2533 L037774912 S.0028437.3.1	021001	$ 1,337,783.78
BT	57 53400000030578741421410100005064023765F667100		$ 3,816,018.53
BU	97 X0100000056 SPSC52SP FLMRAP56900017417387700		$ 33,699,434.93
BW	021 201520152020 A5XDV 115020VFRE 2571 L037938148 S.0028443.1.2	021001	$ 21,749,516.27
BX	021 201520152020 A5XDV 114018VFRE 2571 L037938645 S.0028442.1.1	021001	$ 6,285,820.44
BY	021 201420162035 A5XDV DA0925ARF02 3101 L037963539 A.0018927.1.1.1.5	021001	$ 13,097,904.25
BZ	17 41109652025167854 0674432D6520SB5MP46C40152U		$ 73,516.96
CA	021 201420152040 A5XBE 654808415RF02 2571 L037837937 R.0010979.4.1	021001	$ 183,754.97
CB	57 53400000030578741421410100005699223765F667100		$ 250,000.00
CC	097 2010XXXX8242 IQO1 A60EE USE001B 3109 L039050945 F.0001939.1.1.1.1	021001	$ 23,040,524.73
CE	17 31109652031067854 0674432D6520005MP36K45152T		$ 261,494.47
CF	17 511061A2A25267854 0674432DM954505MPZ825117LS		$ 86,987.56
CG	57 53400000030578741421412 3765F56992 387700		$ 860,000.00
CJ	021 201420162035 A5XDV DA0925ARF02 3101 L040088311 A.0018927.1.1.1.5	021001	$ 99,467.02
CK	021 201620162020 A5XDV 13735FVFRE 2571 L042133260 S.0039055.1.1	021001	$ 21,852,462.74
CL	021 201620162020 A5XDV 114018VFRE 2571 L042134591 S.0037925.1	021001	$ 2,413,966.80
CM	021 201620182035 A5XDV DA0925ARF02 253F L042135442 A.0026138.1.1.1.5	021001	$ 19,379,987.45
CN	021 201520162040 A5XBE 654808415RF02 2571 L042115174 R.0014733.4.1	021001	$ 202,767.85
CP	021 201620162020 A5XDU 123208AMTV 2571 L042202992 S.0036119.3.1	021001	$ 1,238,672.42
CR	021 201620162020 A76YY 111014WSUS 2571 L042224057 S.0039055.1.1.3	021001	$ 2,881,022.70
CS	97 6010056SFSC652SPFLMRAP01 56900017417387700		$ 29,721,599.92
CT	021 201620162020 A57EC 321731TFNC 2571 L042522239 S.0039055.1.1.4	021001	$ 453,705.36
CU	097 2010XXXX8242 G9O1 A60EE UED001B 3101 L042649328 F.0002869.1.1.1.1	021001	$ 2,080,550.93
CV	57 63400000030678741421410100005699223765F387700		$ 6,127,295.58
CW	097 2010XXXX8242 P1O1 A60EE AAO001B 3101 L043623838 F.0003054.1.1.1.1	021001	$ 4,990,694.00
CX	021 201620162020 A8AAG 135197VOFS 3107 L044504457 S.0039055.1.1.5	021001	$ 1,817,953.30
CY	021 201620162020 A8ABC 114051WEAD 2571 L044786299 S.0039055.1.1.5.2	021001	$ 157,830.00
CZ	097 2010XXXX8242 EGO1 A60EE VGQ004B 253F L044734017 F.0003215.4.1.1.1	021001	$ 1,580,380.95
DA	021 201620162020 A8AAH 135197VIRQ 2571 L044907869 S.0039055.1.1.5.3	021001	$ 1,473,819.69
DB	021 201620162020 A8AAH 135197VIRQ 2571 L045855341 S.0039055.1.1.5.4	021001	$ 304,643.60
DC	021 201620162020 A8AAH 135197VIRQ 2571 L045853069 S.0039055.1.1.5.5	021001	$ 700,698.27
DD	021 201620162020 A8AAG 135197VOFS 2571 L046641627 S.0039055.1.1.5.6	021001	$ 342,787.32
DE	097 2010XXXX8242 G9O1 A60EE UEH001B 253G L046364373 F.0003644.1.1.1.1	021001	$ 6,734,153.16
DF	021 201720172020 A5XDV 115020VFRE 3101 L047471300 S.0045889.6	021001	$ 14,430,554.58
DG	021 201720172020 A5XDV 114018VFRE 3101 L047473431 S.0045888.1	021001	$ 1,262,242.86
DH	021 201720192035 A5XDV DA0925ARF02 3101 L047496684 A.0031156.1.1.1.5	021001	$ 23,802,729.93
DJ	021 201620172040 A5XHS 654808415RF02 2550 L047252990 A.0026761.2	021001	$ 86,235.14

ACRN	ACCOUNTING CLASSIFICATION					OBLIGATED AMOUNT
DK	021 201720172020	A57EC 321731TFNC	2571 L047329534 S.0046382.8	021001	$	353,483.49
DL	021 201720172020	A8AAH 135197VIRQ	2571 L047370261 S.0046382.1	021001	$	2,300,561.61
DM	021 201720172020	A8ABC 114051WEAD	3101 L047469206 S.0046382.7	021001	$	260,036.51
DN	021 201720172020	A8AAH 135197VIRQ	2571 L047369645 S.0046382.3	021001	$	3,103,149.94
DP	021 201720172020	A8AAH 135197VIRQ	2571 L047255357 S.0046382.5	021001	$	664,982.96
DQ	021 201720172020	A8AAH 135197VIRQ	2571 L047254928 S.0046382.4	021001	$	1,726,806.58
DR	021 201720172020	A8AAG 135197VOFS	2571 L047305772 S.0046382.6	021001	$	1,273,953.54
DS	021 201720172020	A5XDU 135032VFRE	252G L047103647 S.0045776.8.15	021001	$	3,101,097.77
DT	57 73400000030778741421412376 5F56992F87700387700				$	4,634,310.98
DU	97 7010056SFSC752SPFLMRAP01 56900017417387700				$	23,230,954.78
DV	097 2010XXXX8242 IQO1 A60EE USE001B		3101 L047292662 F.0001939.1.1.1.1	021001	$	14,265,307.09
DW	097 2010XXXX8242 G9O1 A60EE UEH002B		253G L046364807 F.0003644.2.1.1.1	021001	$	2,435,757.87
DX	097 2010XXXX8242 V5O1 A60EE AEH001B		253G L047304410 F.0003860.1.1.1.1	021001	$	6,663,325.00
DY	097 2010XXXX8242 EGO1 A60EE VGQ010B		310A L046966867 F.0003215.10.1.1.1	021001	$	2,431,619.05
DZ	021 201720172020	A76YY 111014WSUS	2571 L047887428 S.0046382.9	021001	$	1,875,056.15
EA	097 2010XXXX8242 KSO1 A60EE ZFO002B		310A L047276197 F.0003298.2.1.1.1	021001	$	115,000.00
EB	097 2010XXXX8242 KSO1 A60EE ZFO001B		253G L047287747 F.0003298.1.1.1.1	021001	$	19,679.54
				TOTAL	$	1,044,796,697.40

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION					
1001AA	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA07Q7	2MARCESMA	S20113		
1001AB	AB	21 121220200000	W56HZV 21C1C12135197000002 52G2M2SMA09Q7	2MA1A4SMA	S20113		
1001AC	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA08Q7	2MARCESMA	S20113		
1001AD	AC	17 121211061A2A	25267854 067443 2DM954502MPAAG1250LS	M9545012MPAAG12		067443	
1002AA	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA07Q7	2MARCESMA	S20113		
1002AB	AB	21 121220200000	W56HZV 21C1C12135197000002 52G2M2SMA09Q7	2MA1A4SMA	S20113		
1002AC	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA08Q7	2MARCESMA	S20113		
1002AD	AC	17 121211061A2A	25267854 067443 2DM954502MPAAG1250LS	M9545012MPAAG12		067443	
1002AE	AJ	021 201220122020	A5XDV 115020VFRE 252G L032195638 S.0004626.1			021001	
1002AF	AK	021 201220122020	A5XDV 115020VFRE 252G L032195639 S.0004626.1			021001	
1002AH	AY	021 201120132035	A5XDV D02903AVFRE 253F L032732013 A.0010970.1.1.1.2.2			021001	
1003AA	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA07Q7	2MARCESMA	S20113		
1003AB	AB	21 121220200000	W56HZV 21C1C12135197000002 52G2M2SMA09Q7	2MA1A4SMA	S20113		
1003AC	AA	21 121220200000	W56HZV 21C1C12115020100002512 2M2SMA08Q7	2MARCESMA	S20113		
1003AD	AC	17 121211061A2A	25267854 067443 2DM954502MPAAG1250LS	M9545012MPAAG12		067443	
1003AF	AY	021 201120132035	A5XDV D02903AVFRE 253F L032732013 A.0010970.1.1.1.2.2			021001	
1004AA	AN	021 201320132020	A5XDV 115020VFRE 252G L032540439 S.0009654.4.2			021001	
1004AB	AP	17 131311061A2A	252678540067443 2D067443M95450	M9545013MPZ8388		067443	
1004AC	AQ	021 201320132020	A5XDV 115020VFRE 252G L032540236 S.0009654.4.2			021001	
1004AD	AP	17 131311061A2A	252678540067443 2D067443M95450	M9545013MPZ8388		067443	
1004AE	AY	021 201120132035	A5XDV D02903AVFRE 253F L032732013 A.0010970.1.1.1.2.2			021001	
1004AF	AZ	021 201220142035	A5XDV D02902ARF02 2533 L033282588 A.0010956.1.1.1.1.2			021001	
1004AG	BC	021 201320132020	A5XDV 114018VFRE 252G L033691254 S.0011457.1.2			021001	
1005AA	AN	021 201320132020	A5XDV 115020VFRE 252G L032540439 S.0009654.4.2			021001	
1005AB	AP	17 131311061A2A	252678540067443 2D067443M95450	M9545013MPZ8388		067443	
1005AC	AQ	021 201320132020	A5XDV 115020VFRE 252G L032540236 S.0009654.4.2			021001	
1005AD	AP	17 131311061A2A	252678540067443 2D067443M95450	M9545013MPZ8388		067443	
1005AE	AY	021 201120132035	A5XDV D02903AVFRE 253F L032732013 A.0010970.1.1.1.2.2			021001	
1005AF	AZ	021 201220142035	A5XDV D02902ARF02 2533 L033282588 A.0010956.1.1.1.1.2			021001	
1005AG	BC	021 201320132020	A5XDV 114018VFRE 252G L033691254 S.0011457.1.2			021001	
1005AH	BD	021 201320152093 0000	A5UDD 201900VEXA 3101 0010387943 52093000 A.0005001.5.1.23			021001	
1101AA	AD	57 12123400MRAP	25267854 067443 2D1AK1 2MPOMFS850LD	M9545012MPOMFS8		067443	
1101AB	AE	21 1212202027A0	25267854 067443 2D1351982MPOMAQ850TA	M9545012MPOMAQ8		067443	
1101AC	AF	17 121211061A2A	25267854 067443 2DM954502MPAAG1350LS	M9545012MPAAG13		067443	
1101AD	AG	17 121211061A2A	25267854 067443 2DM954502MPOMNE650LS	M9545012MPOMNE6		067443	
1102AA	AD	57 12123400MRAP	25267854 067443 2D1AK1 2MPOMFS850LD	M9545012MPOMFS8		067443	
1102AB	AE	21 1212202027A0	25267854 067443 2D1351982MPOMAQ850TA	M9545012MPOMAQ8		067443	
1102AC	AF	17 121211061A2A	25267854 067443 2DM954502MPAAG1350LS	M9545012MPAAG13		067443	

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION				
1102AD	AG	17 121211061A2A	25267854 067443	2DM954502MPOMNE650LS	M9545012MPOMNE6	067443
1102AE	AL	021 201320132020	A5XDU 114018VFRE	252G L032314565	S.0009561.8	021001
1102AF	AL	021 201320132020	A5XDU 114018VFRE	252G L032314565	S.0009561.8	021001
1102AG	AS	021 201320132020	A5XDU 114018VFRE	252G L032539924	S.0009561.8.1	021001
1102AH	AP	17 131311061A2A	252678540067443	2D067443M95450	M9545013MPZ8388	067443
1102AJ	AT	17 1313180460CC	2574582AH060951	2DP001K7402733356UED	N4027313MP001K7	060951
1102AK	AW	021 201320132020	A5XDU 114018VFRE	252G L032742361	S.0009561.8.2	021001
1102AL	AX	57 131334000000	HQ0104 30387RO010000XXCM645781523765F503000		F3QCDK2341G006	
1102AM	BA	021 201320132020	A5XDU 114018VFRE	252G L033416337	S.0009561.8.3	021001
1103AA	AD	57 12123400MRAP	25267854 067443	2D1AK1 2MPOMFS850LD	M9545012MPOMFS8	067443
1103AB	AE	21 1212202027A0	25267854 067443	2D1351982MPOMAQ850TA	M9545012MPOMAQ8	067443
1103AC	AF	17 121211061A2A	25267854 067443	2DM954502MPAAG1350LS	M9545012MPAAG13	067443
1103AD	AG	17 121211061A2A	25267854 067443	2DM954502MPOMNE650LS	M9545012MPOMNE6	067443
1103AF	AM	17 121311061A2A	25267854 067443	2DM954503MPZ819350LS	M9545013MPZ8193	067443
1103AG	AS	021 201320132020	A5XDU 114018VFRE	252G L032539924	S.0009561.8.1	021001
1103AH	AP	17 131311061A2A	252678540067443	2D067443M95450	M9545013MPZ8388	067443
1103AJ	AT	17 1313180460CC	2574582AH060951	2DP001K7402733356UED	N4027313MP001K7	060951
1103AK	AW	021 201320132020	A5XDU 114018VFRE	252G L032742361	S.0009561.8.2	021001
1103AL	AP	17 131311061A2A	252678540067443	2D067443M95450	M9545013MPZ8388	067443
1103AN	AX	57 131334000000	HQ0104 30387RO010000XXCM645781523765F503000		F3QCDK2341G006	
1103AP	AX	57 131334000000	HQ0104 30387RO010000XXCM645781523765F503000		F3QCDK2320G002	
1103AQ	BA	021 201320132020	A5XDU 114018VFRE	252G L033416337	S.0009561.8.3	021001
1104AA	AS	021 201320132020	A5XDU 114018VFRE	252G L032539924	S.0009561.8.1	021001
1104AB	AP	17 131311061A2A	252678540067443	2D067443M95450	M9545013MPZ8388	067443
1104AG	AX	57 131334000000	HQ0104 30387RO010000XXCM645781523765F503000		F3QCDK2341G006	
1104AH	BA	021 201320132020	A5XDU 114018VFRE	252G L033416337	S.0009561.8.3	021001
1105AA	AS	021 201320132020	A5XDU 114018VFRE	252G L032539924	S.0009561.8.1	021001
1105AB	AP	17 131311061A2A	252678540067443	2D067443M95450	M9545013MPZ8388	067443
1105AD	AW	021 201320132020	A5XDU 114018VFRE	252G L032742361	S.0009561.8.2	021001
1105AE	AX	57 131334000000	HQ0104 30387RO010000XXCM645781523765F503000		F3QCDK2341G006	
1105AF	BA	021 201320132020	A5XDU 114018VFRE	252G L033416337	S.0009561.8.3	021001
1201AA	AH	97 12120100MCCQ	25267854 067443	2DM954502MP1MRAP50RE	M9545012MP1MRAP	067443
1202AA	AH	97 12120100MCCQ	25267854 067443	2DM954502MP1MRAP50RE	M9545012MP1MRAP	067443
1203AA	AH	97 12120100MCCQ	25267854 067443	2DM954502MP1MRAP50RE	M9545012MP1MRAP	067443
1204AA	AR	97 1313010056SF	667100 SC 52SP010000FLMRAP57815017417667100		F2VUF02304G001	
1204AB	AR	97 1313010056SF	667100 SC 52SP010000FLMRAP57815017417667100		F2VUF03106G001	
1205AA	AR	97 1313010056SF	667100 SC 52SP010000FLMRAP57815017417667100		F2VUF02304G001	
1205AB	AR	97 1313010056SF	667100 SC 52SP010000FLMRAP57815017417667100		F2VUF03106G001	
2001AA	BE	021 201420142020	A5XDV 115020VFRE	2571 L035010959	S.0021149.1	021001
2001AB	BF	021 201420142020	A5XDV 114018VFRE	2571 L035011444	S.0021132.1	021001
2001AC	BE	021 201420142020	A5XDV 115020VFRE	2571 L035010959	S.0021149.1	021001
2001AD	BG	17 141411061A2A	25267854 067443	2DM954504MPZ832217LS	M9545014MPZ8322	067443
2001AE	BH	021 201220142035	A5XDV D02903ARF02	2571 L035011720	A.0010956.1.1.1.2.5	021001
2001AF	BP	17 141411061A2A	25267854 067443	2DM954504MPZWA1115LX	M9545014MPZWA11	067443
2001AG	BP	17 141411061A2A	25267854 067443	2DM954504MPZWA1115LX	M9545014MPZWA11	067443
2001AH	BQ	17 141611096520	31067854 067443	2D6520004MP47984152T	M9545014MP47984	067443
2001AJ	BR	021 201420152040	A5XBE 654808415RF02	2571 L036474348	R.0010979.4.1	021001
2002AA	BE	021 201420142020	A5XDV 115020VFRE	2571 L035010959	S.0021149.1	021001
2002AB	BF	021 201420142020	A5XDV 114018VFRE	2571 L035011444	S.0021132.1	021001
2002AC	BE	021 201420142020	A5XDV 115020VFRE	2571 L035010959	S.0021149.1	021001
2002AD	BG	17 141411061A2A	25267854 067443	2DM954504MPZ832217LS	M9545014MPZ8322	067443
2002AE	BH	021 201220142035	A5XDV D02903ARF02	2571 L035011720	A.0010956.1.1.1.2.5	021001
2002AF	BP	17 141411061A2A	25267854 067443	2DM954504MPZWA1115LX	M9545014MPZWA11	067443
2002AG	BQ	17 141611096520	31067854 067443	2D6520004MP47984152T	M9545014MP47984	067443
2002AH	BR	021 201420152040	A5XBE 654808415RF02	2571 L036474348	R.0010979.4.1	021001
2101AA	BK	021 201420142020	A5XDU 114018VFRE	252G L035012543	S.0019206.2.3.1	021001
2101AB	BL	57 141434000000	F67100 30478740100001421415699223765F667100		F2QF203304G001	
2101AC	BN	57 141434000000	667100 30 04 1421417874 5699223765F667100		F2QF204027G001	
2102AA	BK	021 201420142020	A5XDU 114018VFRE	252G L035012543	S.0019206.2.3.1	021001
2102AB	BL	57 141434000000	F67100 30478740100001421415699223765F667100		F2QF203304G001	
2102AC	BN	57 141434000000	667100 30 04 1421417874 5699223765F667100		F2QF204027G001	

| LINE ITEM | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION | | |

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION										
4201AA	CS	97	1616010056SF		F87700	SC652SP01	FLMRAP56900017417387700			F2VUF05308GW03		
4202AA	CS	97	1616010056SF		F87700	SC652SP01	FLMRAP56900017417387700			F2VUF05308GW03		
4301AA	CC	097	2010XXXX8242	IQO1	A60EE	USE001B	3109	L039050945	F.0001939.1.1.1.1			021001
4302AA	CC	097	2010XXXX8242	IQO1	A60EE	USE001B	3109	L039050945	F.0001939.1.1.1.1			021001
4401AA	CU	097	2010XXXX8242	G9O1	A60EE	UED001B	3101	L042649328	F.0002869.1.1.1.1			021001
4402AA	CU	097	2010XXXX8242	G9O1	A60EE	UED001B	3101	L042649328	F.0002869.1.1.1.1			021001
4501AA	CW	097	2010XXXX8242	P1O1	A60EE	AAO001B	3101	L043623838	F.0003054.1.1.1.1			021001
4502AA	CW	097	2010XXXX8242	P1O1	A60EE	AAO001B	3101	L043623838	F.0003054.1.1.1.1			021001
4601AA	CZ	097	2010XXXX8242	EGO1	A60EE	VGQ004B	253F	L044734017	F.0003215.4.1.1.1			021001
4602AA	CZ	097	2010XXXX8242	EGO1	A60EE	VGQ004B	253F	L044734017	F.0003215.4.1.1.1			021001
5001AA	DF	021	201720172020		A5XDV	115020VFRE	3101	L047471300	S.0045889.6			021001
5001AB	DG	021	201720172020		A5XDV	114018VFRE	3101	L047473431	S.0045888.1			021001
5001AE	DH	021	201720192035		A5XDV	DA0925ARF02	3101	L047496684	A.0031156.1.1.1.5			021001
5001AG	DJ	021	201620172040		A5XHS	654808415RF02	2550	L047252990	A.0026761.2			021001
5001AH	DZ	021	201720172020		A76YY	111014WSUS	2571	L047887428	S.0046382.9			021001
5001AJ	DK	021	201720172020		A57EC	321731TFNC	2571	L047329534	S.0046382.8			021001
5001AK	DL	021	201720172020		A8AAH	135197VIRQ	2571	L047370261	S.0046382.1			021001
5001AL	DM	021	201720172020		A8ABC	114051WEAD	3101	L047469206	S.0046382.7			021001
5001AM	DN	021	201720172020		A8AAH	135197VIRQ	2571	L047369645	S.0046382.3			021001
5001AN	DP	021	201720172020		A8AAH	135197VIRQ	2571	L047255357	S.0046382.5			021001
5001AP	DQ	021	201720172020		A8AAH	135197VIRQ	2571	L047254928	S.0046382.4			021001
5001AQ	DR	021	201720172020		A8AAG	135197VOFS	2571	L047305772	S.0046382.6			021001
5002AA	DF	021	201720172020		A5XDV	115020VFRE	3101	L047471300	S.0045889.6			021001
5002AB	DG	021	201720172020		A5XDV	114018VFRE	3101	L047473431	S.0045888.1			021001
5002AE	DH	021	201720192035		A5XDV	DA0925ARF02	3101	L047496684	A.0031156.1.1.1.5			021001
5002AG	DJ	021	201620172040		A5XHS	654808415RF02	2550	L047252990	A.0026761.2			021001
5002AH	DZ	021	201720172020		A76YY	111014WSUS	2571	L047887428	S.0046382.9			021001
5002AJ	DK	021	201720172020		A57EC	321731TFNC	2571	L047329534	S.0046382.8			021001
5002AK	DL	021	201720172020		A8AAH	135197VIRQ	2571	L047370261	S.0046382.1			021001
5002AL	DM	021	201720172020		A8ABC	114051WEAD	3101	L047469206	S.0046382.7			021001
5002AM	DN	021	201720172020		A8AAH	135197VIRQ	2571	L047369645	S.0046382.3			021001
5002AN	DP	021	201720172020		A8AAH	135197VIRQ	2571	L047255357	S.0046382.5			021001
5002AP	DQ	021	201720172020		A8AAH	135197VIRQ	2571	L047254928	S.0046382.4			021001
5002AQ	DR	021	201720172020		A8AAG	135197VOFS	2571	L047305772	S.0046382.6			021001
5101AA	DS	021	201720172020		A5XDU	135032VFRE	252G	L047103647	S.0045776.8.15			021001
5101AB	DT	57	171734000000		387700	307787423765F14214156992F87700387700				F2QF206285GW01		
5102AA	DS	021	201720172020		A5XDU	135032VFRE	252G	L047103647	S.0045776.8.15			021001
5102AB	DT	57	171734000000		387700	307787423765F14214156992F87700387700				F2QF206285GW01		
5201AA	DU	97	1717010056SF		387700	SC752SP01	FLMRAP56900017417387700			F2VUF06293GW05		
5202AA	DU	97	1717010056SF		387700	SC752SP01	FLMRAP56900017417387700			F2VUF06293GW05		
5301AA	DV	097	2010XXXX8242	IQO1	A60EE	USE001B	3101	L047292662	F.0001939.1.1.1.1			021001
5302AA	DV	097	2010XXXX8242	IQO1	A60EE	USE001B	3101	L047292662	F.0001939.1.1.1.1			021001
5401AA	DW	097	2010XXXX8242	G9O1	A60EE	UEH002B	253G	L046364807	F.0003644.2.1.1.1			021001
5402AA	DW	097	2010XXXX8242	G9O1	A60EE	UEH002B	253G	L046364807	F.0003644.2.1.1.1			021001
5501AA	DX	097	2010XXXX8242	V5O1	A60EE	AEH001B	253G	L047304410	F.0003860.1.1.1.1			021001
5502AA	DX	097	2010XXXX8242	V5O1	A60EE	AEH001B	253G	L047304410	F.0003860.1.1.1.1			021001
5601AA	DY	097	2010XXXX8242	EGO1	A60EE	VGQ010B	310A	L046966867	F.0003215.10.1.1.1			021001
5602AA	DY	097	2010XXXX8242	EGO1	A60EE	VGQ010B	310A	L046966867	F.0003215.10.1.1.1			021001
5701AA	DE	097	2010XXXX8242	G9O1	A60EE	UEH001B	253G	L046364373	F.0003644.1.1.1.1			021001
5702AA	DE	097	2010XXXX8242	G9O1	A60EE	UEH001B	253G	L046364373	F.0003644.1.1.1.1			021001
5801AA	EB	097	2010XXXX8242	KSO1	A60EE	ZFO001B	253G	L047287747	F.0003298.1.1.1.1			021001
5802AA	EA	097	2010XXXX8242	KSO1	A60EE	ZFO002B	310A	L047276197	F.0003298.2.1.1.1			021001

	Regulatory Cite	Title	Date
G-1	52.242-4016	COMMUNICATIONS	FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative.

Communications for the Technical Representative shall be addressed to:

APO MRAP
MRAP CONUS COR: Vittoria Pruitt, email: vittoria.a.pruitt.civ@mail.mil

MRAP In-country COR:

Leon Morrow, email: leon.j.morrow@afghan.swa.army.mil

PdM AMS:

PM-AMS Route Clearance Vehicles (RCV) Contracting Officer Representative (COR): Michael Guy, michael.a.guy24.civ@mail.mil

PM AMS RCV Alternate COR: Frederick Delaney Phillips, email: frederick.d.phillips.civ@mail.mil

PM AMS RCV Program Lead (Senior Logistics Manager): Alex Urbina, alejandro.d.urbina.civ@mail.mil

SOCOM:

Special Operations Command (SOCOM) Contracting Officer Representative (COR): Michael Guy, michael.a.guy24.civ@mail.mil

Special Operations Command (SOCOM) Program Lead: Claude Burg, claude.burg@socom.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Fernell Warren; fernell.warren@dcma.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G.1

To support payment for work performed under this contract, the contractor shall, on each voucher submitted, state the level of effort expended and shall certify that said level of effort has been expended in the accomplishment of the work called for by the contract. Allowable costs shall be determined and payment shall be as provided in FAR 52.216-7, ALLOWABLE COST AND PAYMENT, I-109.

*** END OF NARRATIVE G0001 ***

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M3CLSM1Q7/ACRN AM CLIN 1103AE AND 1103AF IS AS FOLLOWS:

1731106 1A2A 252 67854 067443 2D M95450 3MPZ819350LS 067443

CHECK THE LOA ON THE FUNDING MIPR 9545013MPZ8193
****

*** END OF NARRATIVE G0002 ***

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M3CLSS1Q7/ACRN AR CLIN 1204AB AND 1205AB IS AS FOLLOWS:

9730100 56SF SC3 52SP FLMRAP 010000 57815 017417 667100 F67100

CHECK THE LOA ON THE FUNDING MIPR F2VUF03106G001
****

*** END OF NARRATIVE G0003 ***

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M3SMAXXQ7EH/ACRN BD CLIN 1005AH IS AS FOLLOWS:

0212013201 A5UDD 201900VEXA 3101 0010387943 021001 52093000
A.0005001.5.1.23

CHECK THE LOA ON THE FUNDING MIPR MIPR3K000J7356
****

*** END OF NARRATIVE G0004 ***

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M4CLSF2Q7/ACRN BN CLIN 2101AC and 2102AC IS AS FOLLOWS:

5743400 304 7874 142141 010000 56992 23765F 66710 F67100

CHECK THE LOA ON THE FUNDING MIPR F2QF204027G001
****

*** END OF NARRATIVE G0005 ***

********SPECIAL INSTRUCTIONS TO DFAS********

THE CORRECT LOA FOR THE FUNDING DOCUMENT 2M5CLSS1Q7/ACRN BU CLIN 3201AA and 3202AA IS AS FOLLOWS:

097000010000056SF1515D F52SP FLMRAP 257.2301 010L000001L2
999900.999961 1170417BB 2015 387700 103000000 097000010000056SF1515D

ST NA ST DEAMS00000000000000000000326263

Legacy: 9750100.56SF SC5 52SP FLMRAP 01 56900 017417 387700 F87700

ESP: ST

CHECK THE LOA ON THE FUNDING MIPR: F2VUF04296GW001
****

*** END OF NARRATIVE G0007 ***

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	5152.225-5908 (C-JTSCC)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	JUN/2015

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Bagram, Kandahar, Jalalabad, and Dwyer.

When contractor employees are in transit, all checked blocks are considered authorized.

NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

U.S. Citizens

_X_ APO/MPO/DPO/Postal Service	_X_ DFACs****	_X_ Mil Issue Equip
___ Authorized Weapon******	_X_ Excess Baggage	_X_ MILAIR (inter/intra theater)
_X_ Billeting***	_X_ Fuel Authorized	_X_ MWR
_X__ CAAF*	_X_ Govt Furnished Meals****	
_X_ Controlled Access Card (CAC)	_X__ Military Banking	_X_ Transportation
_X_ Installation Access Badge	_X__ Laundry	___ Military Clothing
_X_ Military Exchange	___ None	
___ Embassy Services Kabul**		

Third-Country National (TCN) Employees

___ N/A	_X_ DFACs****	_X_ Mil Issue Equip
___ Authorized Weapon******	_X_ Excess Baggage	_X_ MILAIR (inter/intra theater)
_X_ Billeting***	_X_ Fuel Authorized	_X_ MWR
_X__ CAAF*	_X_ Govt Furnished Meals****	___ Military Clothing
_X_ Controlled Access Card (CAC)	_X__ Military Banking	_X_ Transportation
_X_ Installation Access Badge	_X__ Laundry	___ All
_X_ Military Exchange	___ None	

Local National (LN) Employees

___ N/A	___ DFACs****	___ Mil Issue Equip
___ Authorized Weapon******	___ Excess Baggage	___ MILAIR (intra theater)
___ Billeting***	___ Fuel Authorized	___ MWR
___ CAAF*	___ Govt Furnished Meals****	___ Military Clothing
___ Controlled Access Card (CAC)	___ Military Banking	___ Transportation
___ Installation Access Badge	___ Laundry	___ All
___ Military Exchange	_X_ None	

* CAAF is defined as Contractors Authorized to Accompany Forces.
** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.
*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.
****Check the DFAC AND Government Furnished Meals boxes if the contractor will have access to the DFAC at no cost. Government Furnished Meals (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, DFAC must also be checked.
Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.
*****Military Banking indicates approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.
******Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be

authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officers Representative and in CAAMS.

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

H-3 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN AUG/2011
(C3)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractors responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractors exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;

(ii) the number of days for the LOA (no more than 30 calendar days); and

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employees LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employees badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or

subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractors possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a relief of responsibility from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. \'a7 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractors company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the Contractor Accountability and Personnel Recovery Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a

cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

H-4 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) AUG/2011
(C3)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled Contractor Demobilization (Afghanistan). Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

H-5 5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS DEC/2011
(C-JTSCC)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
(2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives.

Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of clause)

H-6 952.232-0005 C3 WIDE AREA WORKFLOW INSTRUCTIONS (C3) JUL/2010

(a) To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS," C3 uses Wide Area Workflow - Receipt and Acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

(b) The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

(c) The Contractor may submit a payment request using other than WAWF-RA only when:

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF-RA;

(2) DoD is unable to receive a payment request in electronic form; or

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) INSTRUCTIONS:

The contractor shall register to use WAWF at https://wawf.eb.mil . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk in Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at http://www.wawftraining.com/ .

(e) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

(1) Progress Payment (For use under contractually authorized Progress Payments)

(2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

(3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

(4) "2-in-1" (For Service CLINS only)

(5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(f) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor CAGE Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC*:

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. CAGE Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(g) When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

(h) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

(i) The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

(j) Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

(k) In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition LOT and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple LOT numbers or multiple MILSTRIP requisition document numbers, each LOT number and MILSTRIP requisition number must be identified separately.

(End of clause)

H-7 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued

electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: https://acquisition.army.mil/asfi/
Red River Army Depot: https://acquisition.army.mil/asfi/
Anniston Army Depot: https://acquisition.army.mil/asfi/

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

H-8	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-9	52.225-4005 (TACOM)	INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S.-REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)	AUG/2012

Data not printed.

H-10	52.225-4006 (TACOM)	CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)	AUG/2012

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

Uniform Code of Military Justice means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.
(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civiliansINCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel officeif, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.SROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation. In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of Clause)

H-11	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

(1) Upon initial entry into the Theatre of Operations;

(2) Upon initiation of contract performance;

(3) Upon relocation of contract performance within the Theatre of Operations; and

(4) Upon exiting the Theatre of Operations.

[End of Clause]

H-12	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250)is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

[End of Clause]

H.11 LEVEL OF EFFORT (COST REIMBURSEMENT)

(a) The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.

Over the life of the contract, including the Phase-In EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the required number of personnel, site locations, labor hours, material, travel, and other direct costs (ODCs) for the various CLINs. In the event of a personnel increase, the corresponding composite labor rates for the increased personnel shall be in accordance with the composite rates currently proposed on Attachment 12. Additionally, the cost and fee, as applicable, of such increases shall be in accordance with the cost and fee as proposed in Attachment 12.

Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.

The Phase-In CLINs will be associated with Attachment 10 which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.

The Government will estimate the cost of the labor hours per CLIN using actual incurred costs that are averaged by labor category for the most recent month or by using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10 and Attachment 11.

To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 11. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 11 provided the amount of hours required in Attachment 10 remain unchanged.

The Government will award CLIN(s) for material, travel and ODCs required for the applicable period of performance. These costs will be non-fee bearing and will be based on the Governments estimates of the costs required for the applicable period of performance for the associated labor CLIN(s).

The estimated cost and fixed fee for labor hours, and estimated costs for material, travel and ODCs under each CLIN are based upon the assumption that the Contractor will perform the maximum level of effort specified at the CLIN level during the period of performance for the period under which the labor hours are awarded.

(b) If Contractor performance is considered satisfactory by the Contracting Officer, the fixed fee is payable at the expiration of the period(s) of performance as set forth in the applicable CLIN upon Contractor certification that the quantity of labor hours specified in the contract has been expended in performing the contract work. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I general provision entitled FIXED FEE, FAR 52.216-8. However, the Contractor may incrementally invoice its fixed fee at the ratio of estimated cost to actual costs incurred. EXAMPLE: if the estimated cost is $100 and the fixed fee is $10 and the Contractor submits an invoice for $50, it may also submit an invoice for $5 of fixed fee.
(c) The creation of additional CLINs may become necessary as the mission evolves. This will be done via formal contract action and existing labor rates shall be used for cost estimates.

(d) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded CLINs. Nothing in H.13 amends the rights or responsibilities of the parties hereto under FAR Clause 52.232-20. In addition, the notifications required by clause H.13 are separate and distinct from any specified in FAR Clause 52.232-20.

(e) In the event that the Government decides to decrease the amount of funded labor hours on the contract or less than one hundred

(100%) percent of the established level of effort of the contract is actually expended by the completion date of the contract the Government shall effect a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision) as follows:

Fee dollars reduction = Fee dollars x (1 - Actual LOE/Total Estimated LOE)

(f) Effort Performed

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur in the next 60 days will exceed seventy-five (75%) percent of the level of effort established for each funded CLIN; or

(ii) The level of effort required to perform the period of performance will be greater than the level of effort established for that period.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform through the completion of the period of performance. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(2) Within thirty days after completion of the work under each CLIN, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in Attachment 12, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the CLIN; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the CLIN may be reduced to recover excess funds.

(3) In the event that the actual labor performed is expected to exceed the established labor hours on each CLIN, but the actual labor is not expected to exceed the estimated cost of the CLIN, the Contractor, subject to PCO approval, shall be entitled to cost reimbursement for actual hours expended, not to exceed the CLINs estimated cost. The Contractor shall not be paid fixed fee, however, on the expended labor hours in excess of the labor hours established by the CLIN. This understanding does not supersede or change the ability of the Contractor and Government to agree to change the established hours on the established hours on the CLIN with an equitable adjustment on both cost and fee. This adjustment would be via formal contract modification as directed by the PCO.

(4) If, during the period of performance, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulation, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

The COR may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(5) The Government has the unilateral right to increase labor hours, materials, travel and ODCs throughout the life of the contract. The increase to labor hours, materials, travel or ODCs will be executed by issuing modifications to the contract. If by exercising a modification additional personnel are required, the contractor shall ensure that personnel are available for CRC (if deploying) or have arrived at the performance location (if going to CONUS/OCONUS locations) within 45 days of exercising the option.

(6) Notwithstanding 952.225-0016, Contractor Demobilization Afghanistan, In the event the contractor is required by the Contracting Officer to reduce personnel levels, or demobilize, the Contracting Officer will provide specific direction on how the demobilization will be accomplished. The demobilization will be initiated via contract modification which will provide the specific direction and means of payment to complete the demobilization.

H.12 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below provided the Government gives the Contractor preliminary written notice of its intent to extend at least 60 days before the contract expires.

OPTION	LINE ITEM(s)	LAST DATE TO EXERCISE OPTION	PERIOD OF PERFORMANCE FOR EXERCISED OPTION
OR BASE	1004AA, 1104AA, 1204AA, 1005AA, 1105AA, 1205AA	*151 DACA	181 DACA - 420 DACA
OR OPTION 1	2001AA, 2002AA, 2101AA, 2102AA, 2201AA, 2202AA	391 DACA	421 DACA - 786 DACA
OR OPTION 2	3001AA, 3002AA, 3101AA, 3102AA, 3201AA, 3202AA	757 DACA	787 DACA - 1,152 DACA
OR OPTION 3	4001AA, 4002AA, 4101AA, 4102AA, 4201AA, 4202AA	1,123 DACA	1,153 DACA - 1,518 DACA
OR OPTION 4	5001AA, 5002AA, 5101AA, 5102AA, 5201AA, 5202AA	1,489 DACA	1,519 DACA - 1,819 DACA

(b) A pool of 34,453,801 hours is established (see H.13), which represents the cumulative amount of hours available for the life of the contract. The Government may utilize the available pool of hours at any time during the option periods.

Note: The option hours indicatedin Attachment 12 per period are for evaluation purposes only. There is no limitation on the amount of hours the Government may call up per period; however the total option hours cannot exceed 34,453,801.

(c) No ceiling amount will be established as part of the option provisions for Material, Travel and ODCs.

(d) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 1,819.

(e) Inclusive of all options, the Government cannot require the Contractor to perform more than 34,453,801 hours or to perform after 1,819 DACA, whichever occurs first.

(f) The labor rates and fixed fee rate that shall be utilized for each period of performance shall be found in Attachment 12. These rates shall apply for the entire period of performance. The rates utilized to estimate the cost and provide the fixed fee shall be taken from the period in which the option is exercised not necessarily when the labor is expected to be expended.

(g) Any options that lapse due to failure on the part of the Government to exercise those options within the prescribed time limits shall no longer be available for exercise unless revived by mutual agreement of the parties. Further, in the event the Government does not exercise an option, all subsequent option periods may not be exercised unless agreed to by mutual agreement of the parties.

(h) If the Government exercises an option, the extended contract shall be considered to include this option clause.

H.13 Any cost billed in excess of Department of State Danger Pay Allowance and Post Hardship Differential during the performance of this contract is expressly unallowable.

H.14 Administrative and Clerical

The Pricing Worksheet (Attachment 12) to this solicitation allows the Contractor to propose Administrative and Clerical as a direct charge. Please note that if the Contractor does not propose Administrative and Clerical as a direct charge, the Government will assume that these cost are included in the Contractors indirect rates.

H.15 Achievement of Subcontracting Goals in the Small Business Subcontracting Plan (FAR 52.219-9) - Not applicable to U.S. Small Business Concerns.

The subcontracting goals in the Small Business Subcontracting Plan (FAR Clause 52.219-9) of this contract will be regularly and thoroughly monitored for achievement by the Contracting Officer for the duration of the contract. Regarding the subcontracting goals in the Small Business Subcontracting Plan, the Contracting Officer may institute corrective measures, as provided for under the contract, if the contractor's performance against one or more of the subcontracting goals is determined, at any point in the life of the contract, to be unjustifiably inadequate.

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	OCT/2010
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-22	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-23	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-24	52.216-8	FIXED FEE	MAR/1997
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-32	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-38	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-39	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-42	52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP/2010
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-44	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUL/2013
I-45	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007

	Regulatory Cite	Title	Date
I-47	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL/2014
I-48	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-49	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-50	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-51	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-52	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-53	52.230-2	COST ACCOUNTING STANDARDS	OCT/2010
I-54	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-55	52.232-1	PAYMENTS	APR/1984
I-56	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-57	52.232-11	EXTRAS	APR/1984
I-58	52.232-20	LIMITATION OF COST	APR/1984
I-59	52.232-22	LIMITATION OF FUNDS	APR/1984
I-60	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-61	52.232-25	PROMPT PAYMENT	OCT/2008
I-62	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-63	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-64	52.233-1	DISPUTES	JUL/2002
I-65	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-66	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-67	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-68	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-69	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-70	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-71	52.242-13	BANKRUPTCY	JUL/1995
I-72	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-73	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-74	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-75	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-76	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-77	52.245-1	GOVERNMENT PROPERTY	AUG/2010
I-78	52.245-9	USE AND CHARGES	AUG/2010
I-79	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-80	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-81	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-82	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-83	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-84	52.248-1	VALUE ENGINEERING	OCT/2010
I-85	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-86	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-87	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-88	52.249-14	EXCUSABLE DELAYS	APR/1984
I-89	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-90	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-91	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-92	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-93	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-94	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-95	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-96	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-97	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-98	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-99	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-100	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-101	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-102	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-103	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-104	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	OCT/2010
I-105	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-106	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988

	Regulatory Cite	Title	Date
I-107	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-108	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-109	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-110	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-111	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-112	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-113	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-114	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2010
I-115	252.225-7021	TRADE AGREEMENTS	NOV/2009
I-116	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-117	252.225-7039	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS	JUN/2012
I-118	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-119	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-120	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-121	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-122	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-123	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-124	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-125	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JAN/2011
I-126	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-127	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-128	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-129	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-130	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-131	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-132	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
I-133	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-134	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-135	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-136	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-137	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-138	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-139	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-140	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-141	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	MAY/2011
I-142	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-143	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-144	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-145	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	FEB/2011
I-146	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	FEB/2011
I-147	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-148	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-149	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-150	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-151	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector
General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington
DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-152 52.216-7 ALLOWABLE COST AND PAYMENT DEC/2002

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-153 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

I-154 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class / Labor Category	Monetary Wage -- Fringe Benefits
See Attachemnt 26, Statement of Equivalent Rates for Federal Hires	See Attachment 26

Shall be in accordace with FAR 22.1006(b) and FAR 22.1016

(End of Clause)

I-155 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES MAR/2008

(a) Definitions. As used in this clause

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/ persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The NA may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance
with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event procured, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22,

Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

I-156 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Kuwait, Iraq, or Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Kuwait, Iraq, or Afghanistan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-157 52.232-16 PROGRESS PAYMENTS AUG/2010

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under

individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-158 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: NA

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: NA

I-159 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. W56HZV-12-C-0127. This may be confirmed by contacting DCMA MANASSAS, 10500 BATTLEVIEW PKWY, SUITE 200, MANASSAS VA 20109-2342

(End of Clause)

I-160 KSCR1-11 (C3) GOVERNMENT FURNISHED CONTRACTOR SUPPORT NOV/2010

The following is a summary of the type of support the Government will provide the contractor, on an as-available basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

_x__ APO/FPO/MPO/Postal Services	_x__ DFACs(Access Only Contractors Must Pay For Meals)
__ Authorized Weapon	_x__ MILAIR
_x MWR	_x__Transportation
_x__ Resuscitative Care	_x__ Mil Issue Equip
_x__ Controlled Access Card (CAC)/ID Card	_x__ Military Banking (Finance/Eagle Cash)
_x__ Commissary	___ Military Clothing
___ Dependents Authorized	_x__ Military Exchange
_x__ Telephone Service	_x__ Keys to GFE
_x__ Utilities	_x__ Technical Training
___ None	___ All
	_x_ Laundry Services

Third-Country National (TCN) Employees

_X_ APO/FPO/MPO/Postal Services	_X__ DFACs(Access Only Contractors Must Pay For Meals)
___ Authorized Weapon	_X__ MILAIR
_X_ MWR	_X__ Transportation
_X_ Resuscitative Care	_X__ Mil Issue Equip
_X_ Controlled Access Card (CAC)/ID Card	_X__ Military Banking (Finance/Eagle Cash)
_X_ Commissary	___ Military Clothing
___ Dependents Authorized	_X__ Military Exchange
___ None	___ All

Local National (LN) Employees

_X_ APO/FPO/MPO/Postal Services	_X__ DFACs(Access Only Contractors Must Pay For Meals)
___ Authorized Weapon	_X__ MILAIR
_X_ MWR	_X__ Transportation
_X_ Resuscitative Care	_X__ Mil Issue Equip
_X_ Controlled Access Card (CAC)/ID Card	_X__ Military Banking (Finance/Eagle Cash)
_X_ Commissary	___ Military Clothing
___ Dependents Authorized	_X__ Military Exchange
___ None	___ All

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

I-161 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of "N/A", contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

I-162 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES JUN/2011

(a) Definitions. As used in this clause

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph

6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The -1- may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

I-163	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	MAR/2006

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832

(End of clause)

I-164	252.225-7985 (DEV 2015-O0003)	CONTRACTOR PERSONNEL PERFORMING IN SUPPORT OF OPERATION UNITED ASSISTANCE (OUA)IN THE UNITED STATES AFRICA COMMAND (USAFRICOM) THEATER OF OPERATIONS (DEVIATION 2015-O0003)	DEC/2014

(a) Synchronized Predeployment and Operational Tracker (SPOT).

(1) For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations, the Contractor shall--

(i) Comply with the SPOT registration requirements at paragraph (a)(2) of this clause;

(ii) Use the SPOT web-based system to enter and maintain accurate, up-to-date information on individual Contractor personnel throughout employment in support of OUA in the USAFRICOM theater of operations area; and

(iii) Annotate changes to status of individual Contractor personnel relating to their in-theater arrival date, duty location, and medical quarantine status, to include closing out the employment with their proper status (e.g., mission complete, killed, wounded), within the SPOT web-based system in accordance with the processes and timelines established in the SPOT business rules at http://www.acq.osd.mil/log/PS/spot.html.

(2) SPOT registration requirements.

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) Contractor administrators shall register for a SPOT account at https://spot.dmdc.mil.

(iii) The SPOT Customer Support Team must validate user need. This process may take two business days. Contractor representatives will be contacted to validate Contractor administrator account requests and determine the appropriate level of user access.

(iv) Upon approval, all users shall access SPOT at https://spot.dmdc.mil/.

(v) Refer SPOT application assistance questions to the Customer Support Team at--

(A) Phone: 703-578-5407, DSN 312-698-5407; or

(B) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(vi) Refer to the SPOT OSD Program Support website at http://www.acq.osd.mil/log/PS/spot.html for additional training resources and documentation regarding registration for and use of SPOT.

(b) Monthly report. The Contractor shall provide to the Contracting Officer, on a monthly basis, the aggregate count, by country, of all local national, Contractor employees performing on service or construction contracts for 30-days or longer.

(c) Contractor emergency medical care. For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations--

(1) Contractor employees shall receive emergency care in military treatment facilities and emergency evacuation in order to save life, limb, or eyesight. Contractor employees shall be stabilized, and then referred to their health care system as soon as the emergency period ends. Inter-theater emergency evacuation requires patient movement approval;

(2) Contractor employees shall have a Letter of Authorization (LOA) and a valid government-issued photo ID and passport;

(3) Sick call or routine medical care will not be provided;

(4) Primary medical and/or dental care is not authorized; and

(5) Emergency medical care costs will be reimbursed in accordance with the terms of the DoD contract.

(d) Medical evacuation of contractor personnel.

(1) For United States citizen and third-country national Contractor personnel performing under this contract, DoD will provide

(i) Aero-medical evacuation of Ebola Virus Disease (EVD) exposed but asymptomatic, EVD infected, and EVD symptomatic patients out of the Ebola-affected nations when available and in accordance with the contract terms and conditions, in coordination with the United States Transportation Command (USTRANSCOM) and/or commercial carriers as available, on a reimbursable basis via the most appropriate means of conveyance; and

(ii) Aero-medical evacuation of non-Ebola-related and no-risk patients out of the Ebola-affected nations when able and in accordance with the contract terms and conditions , in coordination with USTRANSCOM and/or commercial carriers as available, on a reimbursable and case-by-case basis.

(2) For local national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations--

(i) Non-healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to a local Ebola treatment unit for treatment; and

(ii) Healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to the Monrovia Medical Unit for treatment.

(3) Unless specified elsewhere in the contract, the Contractor is responsible for all other support required for its personnel

performing in the designated operational area. Allowable costs are determined in accordance with FAR subpart 31.

(e) Upon redeployment from an Ebola-affected nation, Contractor personnel performing under this contract shall comply with the following--

(1) U.S. Federal, including Centers for Disease Control and Prevention, and State and local public health authority requirements for return to, and activities in, the United States and its territories; and

(2) Other foreign nation requirements as stipulated for entry into those countries or territories.

(f) Other government-furnished support.

(1) Any contractor who is entitled to U.S. Government-furnished support must have a SPOT-generated LOA signed by the Contracting Officer in order to travel to, from, or within the OUA Joint Operational Area (JOA). The LOA also will identify any additional authorizations, privileges, or U.S. Government support to which contractor personnel are entitled under this contract.

(2) In accordance with DFARS Subpart 225.7402, the Government will provide Contractor personnel the services checked below:

(i) For United States citizens:

_X_ APO/FPO Postal Service
_X_ Billeting
_X_ CAC
_X_ Contractors Authorized to Accompany Forces (CAAF)
_X_ Government Dining Facilities (DFAC)
_X_ Excess Baggage
_X_ Government Furnished Meals
_X_ Local Access Badge
_X_ Military Banking
_X_ Military Exchange
___ Military Issued Clothing
_X_ Military Issued Equipment
_X_ Morale, Welfare, and Recreation (MWR) Facilities
___ Non-CAAF
_X_ Transportation (land transportation within OUA area)
___ All of the above
___ None of the above

(ii) For third-country national employees:

_X_ Billeting
_X_ CAC
_X_ CAAF
_X_ DFAC
_X_ Excess Baggage
_X_ Government Furnished Meals
_X_ Local Access Badge
_X_ Military Banking
___ Military issued clothing
_X_ Military Issued Equipment
___ Non-CAAF
_X_ Transportation (land transportation within OUA area)
___ All of the above
___ None of the above

(iii) Local National (LN) employees:

___ CAC
_X_ CAAF
_X_ DFAC
_X_ Government Furnished Meals
_X_ Local Access Badge
___ Military Issued Clothing
_X_ Military Issued Equipment
___ Non-CAAF

_X_ Transportation (land transportation within OUA area)
___ All of the above
___ None of the above

(3) In the event of any discrepancy between the checked above and the description of services in the Statement of Work, this clause will take precedence.

(4) Due to urgency and timing of OUA JOA base life support throughout the country, standards will be lowered to an expeditionary environment. Expeditionary standards will be based on specific condition, and may include down grading from permanent housing (B-huts, hardened buildings) to temporary tents or other facilities.

(5) Due to the urgency and timing of OUA JOA efforts, DFACs may not be fully operational. Hot meals may decrease from three per day to one or none per day. Meals Ready to Eat (MREs) may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

(g) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (g)--

(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations; and

(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations.

(End of clause)

I-165 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES SEP/2006

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

TBD

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

I-166 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) -- ALTERNATE I (JAN 2011) JAN/2011

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-167 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-168 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in

performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-169 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2009

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/ .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may,

but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-170 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-171 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-172 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

http://www.acq.osd.mil/dpap/dars/far.html or http://www.acq.osd.mil/dpap/dars/index.htm or http://farsite.hill.af.mil/VFAFARa.HTM

(End of Clause)

I-173 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I-174 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-175 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS JUN/2012

(a) Definitions.

"Full cooperation"--

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require--

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from--

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Private security functions" means the following activities engaged in by a contractor:

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) Requirements. The Contractor is required to--

(1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply With any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private Security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personal Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (*HYPERLINK "https://www.bpn.gov/iuid/"https://www.bpn.gov/iuid/);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (*HYPERLINK "https://www.bpn.gov/iuid/"https://www.bpn.gov/iuid/); and

(iv) Reporting incidents in which--

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at *HYPERLINK "http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf"http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including termination for default. Required Contractor actions include

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractors failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractors failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractors performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

I-176	252.225-7981 (DEV 2015-O0016)	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM) (DEVIATION 2015-O0016)	SEP/2015

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

I-177	252.225-7993 (DEV 2015-O0016)	PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2015-O0016)	SEP/2015

(a) The Contractor shall--

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at http://www.sam.gov--

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to--

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

I-178	252.225-7994 (DEV 2014-O0008)	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008)	FEB/2014

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over $100,000.

(End of clause)

I-179	252.225-7995 (DEV 2015-O0009)	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)	JAN/2015

(a) Definitions. As used in this clause--

Combatant Commander means the Commander of the United States Central Command Area of Responsibility.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them

at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

(i) Of the DoD definition of sexual assault in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;

(iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness

protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or drivers license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, International Certificate of Vaccination that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone--

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at https://spot.dmdc.mil; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.dmdc.mil/.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at--

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at http://www.acq.osd.mil/log/PS/spot.html for additional training resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities,

equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

I-180 252.225-7997 (DEV 2013-O0017) CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) AUG/2013

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractors plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractors progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the

current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Governments authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractors failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employees badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

I-181	252.229-7999 (DEV 2013-O0016)	TAXES -- FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016)	JUL/2013

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individuals liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

I-182 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission.

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-183 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor protege/

or

http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-184 52.239-4000 (TACOM) PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA JUN/1988

(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

(A) Job Accounting (ensures that programs perform only authorized functions).

(B) Resource Accounting (provides for the use of resources).

(C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:

(A) System User Roster (lists personnel authorized access to the system).

(B) Visitor Log (lists escorted visitors).

(C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:

(A) System Access Log (identifies entry to the system with name, data and time).

(B) File Usage Log (lists opening and closing files).

(C) Transmission Log (identifies terminal receiving requests and files).

(D) Storage Log (records memory assigned).

(E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

(A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as (i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.

(B) Actions to be taken immediately after the emergency or extraordinary condition.

(C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

(A) Unexplainable output received at a terminal.

(B) Abnormal system response.

(C) Inconsistent or incomplete security marking.

(D) Unattended terminal device signed on.

(E) Unsuccessful attempts to log on from remote terminals.

(F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

(A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.

(B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.

(C) Will not communicate or transmit proprietary information to any unauthorized person or agency.

(D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

I-185 52.246-4009 INSPECTION AND ACCEPTANCE POINTS: DESTINATION (TACOM) FEB/1995

Inspection and acceptance of supplies offered under this contract shall take place as specified here. Inspection: DESTINATION Acceptance: DESTINATION.

[End of Clause]

Name of Offeror or Contractor: MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS	04-APR-2016	057	ELECTRONIC IMAGE
Exhibit B	CONTRACT DATA ITEM DESCRITIONS (DIDS)	18-APR-2012	041	ELECTRONIC IMAGE
Attachment 0001	SYSTEM MODELS AND DESCRIPTIONS	05-DEC-2016	007	ELECTRONIC IMAGE
Attachment 0002	RESERVED			ELECTRONIC IMAGE
Attachment 0003	SYSTEM DENSITIES	22-MAR-2011	002	ELECTRONIC IMAGE
Attachment 0004	MRAP FOV MAINTENANCE FLOW CHART	22-MAR-2011	001	ELECTRONIC IMAGE
Attachment 0005	PERFORMANCE OBJECTIVES	09-FEB-2016	001	ELECTRONIC IMAGE
Attachment 0006	APPLICABLE PUBLICATIONS	20-MAY-2016	004	ELECTRONIC IMAGE
Attachment 0007	ACRONYMS	22-MAR-2011	003	ELECTRONIC IMAGE
Attachment 0008	LABOR CATEGORIES	15-JAN-2014	012	ELECTRONIC IMAGE
Attachment 0009	GOVERNMENT FURNISHED MATERIAL	04-AUG-2016	014	ELECTRONIC IMAGE
Attachment 0010	STAFFING PLAN MATRIX	17-OCT-2012		
Attachment 0011	MANPOWER UTILIZATION REPORT	13-FEB-2017	016	EMAIL
Attachment 0012	PRICING WORKBOOK A	08-DEC-2011		
Attachment 0013	RESERVED			ELECTRONIC IMAGE
Attachment 0014	SOURCE SUPPLY FORM	21-MAR-2011	001	
Attachment 0015	PRICE AND COST PERIOD DEPICTION	07-MAR-2012	001	ELECTRONIC IMAGE
Attachment 0016	RESERVED			ELECTRONIC IMAGE
Attachment 0017	RESERVED			
Attachment 0018	RESERVED			ELECTRONIC IMAGE
Attachment 0019	MRAP -U WAIVER FORM	10-JAN-2011	001	ELECTRONIC IMAGE
Attachment 0020	CDRLS AND DIDS MATRIX	25-AUG-2011	003	ELECTRONIC IMAGE
Attachment 0021	DELETED By MOD P00017			
Attachment 0022	PERFORMANCE WORK STATEMENT	07-FEB-2017	059	ELECTRONIC IMAGE
Attachment 0023	DD 254, PAGE 1	21-APR-2015	010	EMAIL
Attachment 0024	DD 254, PAGE 2	10-JAN-2013	007	
Attachment 0025	MRAP SECURITY CLASSIFICATION GUIDE	17-APR-2016	084	EMAIL
Attachment 0026	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	19-AUG-2011	003	
Attachment 0027	DTM-08-003, NEXT GENERATION COMMON ACCESS CARD IMPLEMENTATION GUIDANCE	31-MAR-2011	030	
Attachment 0028	STANDARD WELD PROCEDURE	01-MAY-2013	048	EMAIL
Attachment 0029	QAIP	11-MAR-2013	035	EMAIL
Attachment 0030	PANTHER CARE AND MAINTENANCE PLAN	18-OCT-2014	003	EMAIL
Attachment 0031	SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION (WD)	12-NOV-2015	001	EMAIL

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