 <b>NATO CIS Services Agency</b> 7010 SHAPE BELGIUM	Made in duplicate/Fait en double (cross out what is not appropriate/barrez ce qui ne convient pas) Original for the Supplier/Contractor Original for the Purchaser
	ManTech International Corporation Attn: Rotz, M ManTech Global Services Corporation 14119-A Sullyfield Circle Chantilly, VA 20151 United States  VAT :
Standard Purchase Order/Bon de Commande: <b>40905493</b> Modification Number/Numéro de Modification: 1  Date of Print/Date de l'Imprimé: 22-FEB-10	

No.	Description/Description	Delivery /Délai	Qty.	Unit /Unité	Unit Price /Prix Un.	Total
*1	<b>Support of the Joint CIS Control Centre (JCCC) at ISAF HQ in accordance with terms and conditions at annex and as modified by Amendment #1</b> Service Period From 01-JAN-10 To 31-DEC-10			Each		<b>4,616,076.90</b>

**Note to Vendor:**

Amendment #1 to Contract PO40905493

The contract is modified as follows:

1. The Contractor is reminded that IAW the contract Part II Section A Para 12.2 and Part II Section B clause 12. CONTRACT CHANGES AND MODIFICATIONS, all changes, modifications, additions or deletions to the contract must be prepared in writing as formal amendments and must be agreed and signed by both parties in the same manner as the contract.

Should the Contractor follow directions other than from the NCSA Contracting Officer in the performance of the contract, the risk taken will be solely that of the Contractor.

## 2. PRE-DEPLOYMENT TRAINING:

Considering the urgency of the operational requirements NCSA has accepted the principle of delivering the one day pre-deployment training before actual deployment under the condition that the standard training shall be completed at the earliest opportunity. The COTR will take appropriate measures to book the standard training sessions and plan the TDY's to the NATO Training site accordingly.

## 3. REPLACEMENT OF KEY PERSONNEL:

Considering the urgency of the operational requirements and after review and acceptance of the proposed CV's by the COTR as meeting the SOW and being equivalent to the CV's originally approved, the Contracting Officer exceptionally accepts the five replacements as specified in the amended Part I attached hereto.

ManTech should understand that NCSA considers the present amendment as deviations from NCSA standard contractual practices and provisions. Accordingly, they will not form the basis of contractual arrangements for possible future modifications.

With the same token, they do not constitute an endorsement from NCSA that the way ManTech did manage the contract execution as of to date is applicable for the future.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED IN FORCE AND VALID.

<b>Total Revision/Montant Total de la Révision 1:</b>	<b>0.00</b>
<b>Grand Total/Total Général:</b>	<b>4,616,076.90</b>

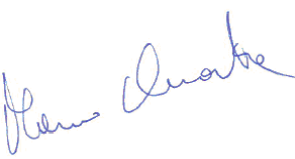

 Purchase Order/Bon de Commande  
**40905493 - 1**

1/4

	Currency/Devise: USD
--	----------------------

**NATO UNCLASSIFIED**

Contract Administrator/Administrateur de Contrat:	ALFRED BERNIER
Mail to/Adresse Postale:	Check out Supplier Notes for specific mail address (if applicable)
Telephone/Téléphone:	0032 65 44 5153
Fax/Fax:	0032 65 44 7892
E-mail Address/Adresse E-mail:	alfred.bernier@shape.nato.int
Bill to/Adresse de Facturation:	NCSA HQ 7010 SHAPE Belgium
General Delivery to/Adresse de Livraison Générale:	NCSA Sector Mons Warehouse Building 117 7010 SHAPE Belgium
Delivery Terms/Conditions de Livraison:	
Ship Via/Expédié par:	
Delivery Time/Délai de Livraison:	
Payment Terms/Conditions de Paiement:	30 DAYS INVOICE DATE
VAT Exemption:	See VAT exemption form attached (if applicable)

<b>Refer to ANNEXES for /Référer aux ANNEXES pour</b> . Note(s) to Supplier/Note(s) au Fournisseur . Disclaimer Clause/Clause de Non-Responsabilité . Instructions for Supplier/Instructions pour le Fournisseur	
If the original amount of this Purchase Order exceeds 4750 EUR or it is subsequently raised due to modifications, the validity of the contract will be contingent upon the countersignature of the Financial Controller.	La validité du contrat, si son montant original est supérieur a 4750 EUR, ou s'il devait le devenir du fait de modifications ultérieures, est subordonnée au contre-seing du Contrôleur.
Date: 22-FEB-10   QUARTA, MARIO Contracting Officer  Date: 22-FEB-10   TAELEMAN, STEFAAN Financial Controller	<b>Supplier Acceptance</b> Date : _____ The terms & conditions herein set forth or referred to are accepted          Stamp and Signature of the Supplier/ Cachet et Signature du Fournisseur

## ANNEXES :

**Note(s) to Supplier/Note(s) au Fournisseur**

The following documents (in the order of precedence) make part of this contract and are attached hereto:

1. Part I Schedule of Supplies and services and List of Key personnel
2. Part II Contract Provisions (Section A and B)
3. Part III Statement of Work (SOW)
4. Your Bid dated 23 October 2009 (included by reference).

**Disclaimer Clause**  
**/Clause de non-responsabilité**

Any modification, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer.

Should the contractor follow any other directions than from the Contracting Officer in the performance of this contract, it will be at the risk of the contractor.

Les modifications apportées au présent contrat, qu'il s'agisse d'amendements, d'ajouts ou de suppressions, ainsi que les instructions qui en dérivent, ne seront exécutoires que si elles sont formulées par écrit par l'Officier des Achats et Marchés.

Si l'adjudicataire du marché exécute celui-ci en suivant d'autres instructions que celles que lui donne l'Officier des Achats et Marchés, il le fera à ses propres risques.

**Instructions for Supplier/Instructions pour le Fournisseur**

1. Unless otherwise stated in the contract the General Provisions remain in full force.

2. If copy n° 2 is attached it must be signed by an official of your firm in the space marked "Supplier's Acceptance" and returned immediately to the issuing office.

3. Invoices, in exemption of V.A.T., will be submitted in quadruplicate and give the following information: number of purchase order/contract, description of supplies/services, sizes, quantities, prices, supplier's V.A.T. identification number and the appropriate V.A.T. exemption statement i.e.:

- for Belgian firms: Article 42 §3, 3° du code de la TVA et/ou exemption des droits d'accises/accises spéciaux DL 1/76.979 du 4/10/83;

- for firms from other EEC countries: Article 15.10 from the EEC Council Directive 77/388/EEC;

- for firms from non-EEC countries: Article VIII of Paris Protocole, dtd 28 August 1952. For partial payments, the mention "Partial Payment n°..." will be added. The supplier's bank account number, bank name and address will be clearly indicated.

4. Mark each parcel with the purchase order number.

1. Sauf stipulation contraire dans le contrat, les Conditions Générales sont d'application.

2. Si l'exemplaire n° 2 est joint, il doit être signé par un représentant, dûment qualifié, de votre firme dans la case "Accord du Fournisseur" et immédiatement renvoyé au bureau d'émission.

3. Présentez vos factures, en exemption de la T.V.A., en 4 exemplaires avec les indications suivantes: n° de la commande/du contrat, description des articles/services, dimensions, quantités, prix n° d'identification à la T.V.A. et la déclaration de T.V.A. appropriée soit:

- pour les firmes belges: Article 42 §3, 3° du code de la TVA et/ou exemption des droits d'accises/accises spéciaux DL 1/76.979 du 4/10/83;

- pour les firmes des autres pays de la CEE: Article 15.10 de la Directive du Conseil CEE 77/388/CEE;

- pour les firmes hors CEE: Article VIII du Protocole de Paris du 28 août 1952. Pour les paiements partiels, la mention "Paiement partiel n°..." sera ajoutée. Indiquez le nom et l'adresse de votre banque et le n° de votre compte.

4. Indiquez le n° de la commande sur chaque colis.

**PRICE FORMAT**

**CONSULTANCY SERVICES FOR CIS SUPPORT**

- 1. The BASE CONTRACT PERIOD corresponds to PERIOD 1**
- 2. All other PERIODS are OPTIONAL**

**Lot I**

<b>PERIOD 1</b>	<b>from :</b>	<b>1-Jan-10</b>	<b>through:</b>	<b>31-Dec-10</b>	<b>Duration:</b>	<b>290</b>	<b>workdays</b>		
					(290 workdays per 12 months)				<b>MANTECH</b>
<b>PLACE OF PERFORMANCE:</b>		<b>ISAF</b>		except for:					
					- IN / OUT Processing : at NCSA HQ B7010 MONS				
<b>LOT:</b>	<b>I</b>				- PRE-DEPLOYMENT TRAINING: at a NATO static HQ or another location (outside of the Theatre)				
CLIN	DESCRIPTION				Daily rate	Currency	Estimated Quantity of Days	Total	
<b>I-1</b>	<b>CIS consultants to work at the ISAF HQ Joint CIS Control Centre (JCCC).</b>								
I-1-1	LAN/WAN Engineer				1093.92	USD	290	317,236.80	
I-1-2	Functional Services Administrator				1265.04	USD	290	366,861.60	
I-1-3	Functional Services Administrator				1265.04	USD	290	366,861.60	
I-1-4	Functional Services Administrator				1265.04	USD	290	366,861.60	
I-1-5	Service Desk				987.00	USD	290	286,230.00	
I-1-6	Service Desk				987.00	USD	290	286,230.00	
I-1-7	CIS Training Supervisor				1028.16	USD	290	298,166.40	
I-1-8	CIS Trainer				876.36	USD	290	254,144.40	
I-1-9	Radio Technician				769.20	USD	290	223,068.00	
I-1-10	Radio Technician				769.20	USD	290	223,068.00	
I-1-11	Network Administrator				1040.40	USD	290	301,716.00	
I-1-12	System Administrator				1058.16	USD	290	306,866.40	
I-1-13	Configuration Manager				987.00	USD	290	286,230.00	
I-1-14	Hardware Technician				987.00	USD	290	286,230.00	
I-1-15	Repair/Exchange Specialist				951.60	USD	290	275,964.00	
	<b>Total : 15 consultants</b>					<b>USD</b>		<b>4,445,734.80</b>	
<b>PERIOD 2</b>	<b>from :</b>	<b>1-Jan-11</b>	<b>through:</b>	<b>31-Dec-11</b>	<b>Duration:</b>	<b>290</b>	<b>workdays</b>		
					(290 workdays per 12 months)				
<b>PLACE OF PERFORMANCE:</b>		<b>ISAF</b>		except for:					
					- IN / OUT Processing : at NCSA HQ B7010 MONS				
<b>LOT:</b>	<b>I</b>				- PRE-DEPLOYMENT TRAINING: at a NATO static HQ or another location (outside of the Theatre)				
CLIN	DESCRIPTION				Daily rate	Currency	Estimated Quantity of Days	Total	
<b>I-2</b>	<b>CIS consultants to work at the ISAF HQ Joint CIS Control Centre (JCCC).</b>								
I-2-1	LAN/WAN Engineer				1036.92	USD	290	300,706.80	
I-2-2	Functional Services Administrator				1202.64	USD	290	348,765.60	
I-2-3	Functional Services Administrator				1202.64	USD	290	348,765.60	
I-2-4	Functional Services Administrator				1202.64	USD	290	348,765.60	
I-2-5	Service Desk				933.36	USD	290	270,674.40	
I-2-6	Service Desk				933.36	USD	290	270,674.40	
I-2-7	CIS Training Supervisor				1058.16	USD	290	306,866.40	
I-2-8	CIS Trainer				902.16	USD	290	261,626.40	
I-2-9	Radio Technician				790.56	USD	290	229,262.40	
I-2-10	Radio Technician				790.56	USD	290	229,262.40	
I-2-11	Network Administrator				985.20	USD	290	285,708.00	
I-2-12	System Administrator				1002.36	USD	290	290,684.40	
I-2-13	Configuration Manager				933.36	USD	290	270,674.40	
I-2-14	Hardware Technician				933.36	USD	290	270,674.40	
I-2-15	Repair/Exchange Specialist				898.92	USD	290	260,686.80	
	<b>Total : 15 consultants</b>					<b>USD</b>		<b>4,293,798.00</b>	

PERIOD 3	from :	1-Jan-12	through:	31-Jul-12	Duration:	170	workdays		
									(290 wordays per 12 months)
PLACE OF PERFORMANCE:		ISAF			except for:				
					- IN / OUT Processing : at NCSA HQ B7010 MONS				
LOT:	I				- PRE-DEPLOYMENT TRAINING: at a NATO static HQ or another location (outside of the Theatre)				
CLIN	DESCRIPTION				Daily rate	Currency	Estimated Quantity of Days	Total	
I -3	CIS consultants to work at the ISAF HQ Joint CIS Control Centre (JCCC).								
I-3-1	LAN/WAN Engineer				1088.64	USD	170	185,068.80	
I-3-2	Functional Services Administrator				1258.80	USD	170	213,996.00	
I-3-3	Functional Services Administrator				1258.80	USD	170	213,996.00	
I-3-4	Functional Services Administrator				1258.80	USD	170	213,996.00	
I-3-5	Service Desk				982.80	USD	170	167,076.00	
I-3-6	Service Desk				982.80	USD	170	167,076.00	
I-3-7	CIS Training Supervisor				1082.64	USD	170	184,048.80	
I-3-8	CIS Trainer				923.40	USD	170	156,978.00	
I-3-9	Radio Technician				809.76	USD	170	137,659.20	
I-3-10	Radio Technician				809.76	USD	170	137,659.20	
I-3-11	Network Administrator				1035.72	USD	170	176,072.40	
I-3-12	System Administrator				1053.24	USD	170	179,050.80	
I-3-13	Configuration Manager				982.80	USD	170	167,076.00	
I-3-14	Hardware Technician				982.80	USD	170	167,076.00	
I-3-15	Repair/Exchange Specialist				947.40	USD	170	161,058.00	
	Total : 15 consultants					USD		2,627,887.20	
GENERAL	from :	1-Jan-10	through:	31-Oct-12					
CLIN	DESCRIPTION				Daily rate	Currency	Estimated Quantity of Days	Total	
	IN- and / or OUT PROCESSING and PRE-DEPLOYMENT TRAINING								
I-4	IN- and / or OUT PROCESSING (15 CONSULTANTS - MAXIMUM 6 DAYS at 8 hours per day) at NCSA HQ SHAPE B-7010 Belgium				722.74	USD	90	65,046.60	
I-5	PRE-DEPLOYMENT Training (15 CONSULTANTS - MAXIMUM 2 weeks duration) at a NATO static HQ or another location (outside of the Theatre)				701.97	USD	150	105,295.50	
	Total : 15 consultants					USD		170,342.10	
					GRAND TOTAL 15 CONSULTANTS			11,537,762.10	
OPTION (NOT TO BE INCLUDED IN THE GRAND TOTAL ABOVE) :									
CLIN	DESCRIPTION				Unit price	Currency	Quantity	Total	
I-6	ONE SET of Protective gear (e.g. flak jackets and helmets) IAW NATO standards: - Civilian Body Armor NIJ IIIA, Dark Blue - Civilian Helmet is V50 Ballistic Standard at 650 m/s				1606.60	USD	1	1,606.60	

**Appendix 1**

## List of Key personnel

<b>CLIN</b>	<b>Type of Services: JCCC Consultants</b>	<b>NAMES of Consultants</b>
1	LAN/WAN Engineer	<b>Chris Strauss</b>
2	Functional Services	<b>Yusuf Boyd</b>
3	Functional Services	<b>Raymond Otero</b>
4	Functional Services	<b>Michael Bush</b>
5	Service Desk	<b>William Daniel, Jr.</b>
6	Service Desk	<b>Kevin Thamarus</b>
7	CIS Training Supervisor	<b>Barry J. Schubert</b>
8	CIS Trainer	<b>Joseph Sutton</b>
9	Radio Technician	<b>Matthew Sierra</b>
10	Radio Technician	<b>Chris Bidlack</b>
11	Network Administrator	<b>Jeremiah Graham</b>
12	System Administrator	<b>Francois Regis BA</b>
13	Configuration Manager	<b>Carl Krause</b>
14	Hardware Technician	<b>Danian Philbert</b>
15	Repair/Exchange	<b>Breon Sharp</b>