UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 001-31400

CACI International Inc

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

54-1345888
(I.R.S. Employer Identification No.)

12021 Sunset Hills Road, Reston, VA 20190
(Address of principal executive offices)

(703) 841-7800

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CACI	New York Stock Exchange

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 13, 2023, there were 22,793,060 shares outstanding of CACI International Inc's common stock, par value $0.10 per share.

CACI INTERNATIONAL INC

PART I
FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited)

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2023	2022	2023	2022
Revenues	$ 1,744,270	$ 1,583,980	$ 4,999,445	$ 4,560,656
Costs of revenues:				
Direct costs	1,143,781	1,022,181	3,293,867	2,970,370
Indirect costs and selling expenses	410,235	402,227	1,180,619	1,114,310
Depreciation and amortization	35,220	34,216	106,255	99,484
Total costs of revenues	1,589,236	1,458,624	4,580,741	4,184,164
Income from operations	155,034	125,356	418,704	376,492
Interest expense and other, net	23,570	9,084	59,705	30,491
Income before income taxes	131,464	116,272	358,999	346,001
Income taxes	30,722	20,855	82,031	72,176
Net income	$ 100,742	$ 95,417	$ 276,968	$ 273,825
Basic earnings per share	$ 4.37	$ 4.08	$ 11.87	$ 11.67
Diluted earnings per share	$ 4.33	$ 4.04	$ 11.76	$ 11.56
Weighted-average basic shares outstanding	23,055	23,409	23,329	23,457
Weighted-average diluted shares outstanding	23,277	23,616	23,546	23,687

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2023	2022	2023	2022
Net income	$ 100,742	$ 95,417	$ 276,968	$ 273,825
Other comprehensive income (loss):				
Foreign currency translation adjustment	4,025	(5,087)	3,659	(11,274)
Change in fair value of interest rate swap agreements, net of tax	(10,001)	17,361	4,012	24,999
Other comprehensive (loss) income, net of tax	(5,976)	12,274	7,671	13,725
Comprehensive income	$ 94,766	$ 107,691	$ 284,639	$ 287,550

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)

	March 31, 2023	June 30, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 106,789	$ 114,804
Accounts receivable, net	1,004,733	926,144
Prepaid expenses and other current assets	197,120	168,690
Total current assets	1,308,642	1,209,638
Goodwill	4,066,260	4,058,291
Intangible assets, net	524,445	581,385
Property, plant and equipment, net	197,549	205,622
Operating lease right-of-use assets	285,746	317,359
Supplemental retirement savings plan assets	96,434	96,114
Accounts receivable, long-term	12,653	10,199
Other long-term assets	159,827	150,823
Total assets	$ 6,651,556	$ 6,629,431
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 38,281	$ 30,625
Accounts payable	323,346	303,443
Accrued compensation and benefits	344,039	405,722
Other accrued expenses and current liabilities	358,790	287,571
Total current liabilities	1,064,456	1,027,361
Long-term debt, net of current portion	1,765,210	1,702,148
Supplemental retirement savings plan obligations, net of current portion	103,023	102,127
Deferred income taxes	202,755	356,841
Operating lease liabilities, noncurrent	278,344	315,315
Other long-term liabilities	148,128	72,096
Total liabilities	$ 3,561,916	$ 3,575,888
COMMITMENTS AND CONTINGENCIES (NOTE 8)		
Shareholders' equity:		
Preferred stock $0.10 par value, 10,000 shares authorized, no shares issued or outstanding	—	—
Common stock $0.10 par value, 80,000 shares authorized; 42,919 shares issued and 22,793 outstanding at March 31, 2023 and 42,820 shares issued and 23,416 outstanding at June 30, 2022	4,292	4,282
Additional paid-in capital	537,773	571,650
Retained earnings	3,832,849	3,555,881
Accumulated other comprehensive loss	(23,405)	(31,076)
Treasury stock, at cost (20,126 and 19,404 shares, respectively)	(1,262,004)	(1,047,329)
Total CACI shareholders' equity	3,089,505	3,053,408
Noncontrolling interest	135	135
Total shareholders' equity	3,089,640	3,053,543
Total liabilities and shareholders' equity	$ 6,651,556	$ 6,629,431

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Nine Months Ended March 31, 2023	Nine Months Ended March 31, 2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 276,968	$ 273,825
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	106,255	99,484
Amortization of deferred financing costs	1,688	1,712
Loss on extinguishment of debt	—	891
Non-cash lease expense	52,293	51,449
Stock-based compensation expense	30,564	23,085
Deferred income taxes	(84,794)	2,813
Changes in operating assets and liabilities, net of effect of business acquisitions:		
Accounts receivable, net	(80,116)	66,953
Prepaid expenses and other assets	(42,137)	(27,227)
Accounts payable and other accrued expenses	62,116	23,056
Accrued compensation and benefits	(62,522)	(84,466)
Income taxes payable and receivable	28,825	201,112
Operating lease liabilities	(58,667)	(54,575)
Long-term liabilities	5,481	14,901
Net cash provided by operating activities	235,954	593,013
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(40,844)	(38,742)
Acquisition of businesses, net of cash acquired	—	(615,769)
Other	1,626	923
Net cash used in investing activities	(39,218)	(653,588)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings under bank credit facilities	2,384,000	2,087,095
Principal payments made under bank credit facilities	(2,314,969)	(1,965,386)
Payment of financing costs under bank credit facilities	—	(6,286)
Proceeds from employee stock purchase plans	7,638	7,398
Repurchases of common stock	(270,449)	(7,301)
Payment of taxes for equity transactions	(14,115)	(14,685)
Net cash (used in) provided by financing activities	(207,895)	100,835
Effect of exchange rate changes on cash and cash equivalents	3,144	(3,217)
Net change in cash and cash equivalents	(8,015)	37,043
Cash and cash equivalents at beginning of period	114,804	88,031
Cash and cash equivalents at end of period	$ 106,789	$ 125,074
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the period for income taxes, net of refunds	$ 131,114	$ (146,985)
Cash paid during the period for interest	$ 47,941	$ 27,298
Non-cash financing and investing activities:		
Landlord sponsored tenant incentives	$ 3,883	$ 2,256
Accrued capital expenditures	$ 4,803	$ 952

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock Shares	Treasury Stock Amount	Total CACI Shareholders' Equity	Noncontrolling Interest	Total Shareholders' Equity
Balance at December 31, 2022	42,911	$ 4,291	$ 578,470	$ 3,732,107	$ (17,429)	19,404	$ (1,047,328)	$ 3,250,111	$ 135	$ 3,250,246
Net income	—	—	—	100,742	—	—	—	100,742	—	100,742
Stock-based compensation expense	—	—	10,368	—	—	—	—	10,368	—	10,368
Tax withholdings on restricted share vestings	8	1	(976)	—	—	—	—	(975)	—	(975)
Other comprehensive income (loss), net of tax	—	—	—	—	(5,976)	—	—	(5,976)	—	(5,976)
Repurchases of common stock	—	—	(50,089)	—	—	731	(217,026)	(267,115)	—	(267,115)
Treasury stock issued under stock purchase plans	—	—	—	—	—	(9)	2,350	2,350	—	2,350
Balance at March 31, 2023	42,919	$ 4,292	$ 537,773	$ 3,832,849	$ (23,405)	20,126	$ (1,262,004)	$ 3,089,505	$ 135	$ 3,089,640
Balance at December 31, 2021	42,810	$ 4,281	$ 555,968	$ 3,367,495	$ (34,840)	19,404	$ (1,047,329)	$ 2,845,575	$ 135	$ 2,845,710
Net income	—	—	—	95,417	—	—	—	95,417	—	95,417
Stock-based compensation expense	—	—	8,387	—	—	—	—	8,387	—	8,387
Tax withholdings on restricted share vestings	7	1	(773)	—	—	—	—	(772)	—	(772)
Other comprehensive income, net of tax	—	—	—	—	12,274	—	—	12,274	—	12,274
Repurchases of common stock	—	—	(130)	—	—	9	(2,176)	(2,306)	—	(2,306)
Treasury stock issued under stock purchase plans	—	—	—	—	—	(9)	2,176	2,176	—	2,176
Balance at March 31, 2022	42,817	$ 4,282	$ 563,452	$ 3,462,912	$ (22,566)	19,404	$ (1,047,329)	$ 2,960,751	$ 135	$ 2,960,886
Balance at June 30, 2022	42,820	$ 4,282	$ 571,650	$ 3,555,881	$ (31,076)	19,404	$ (1,047,329)	$ 3,053,408	$ 135	$ 3,053,543
Net income	—	—	—	276,968	—	—	—	276,968	—	276,968
Stock-based compensation expense	—	—	30,564	—	—	—	—	30,564	—	30,564
Tax withholdings on restricted share vestings	99	10	(14,091)	—	—	—	—	(14,081)	—	(14,081)
Other comprehensive income, net of tax	—	—	—	—	7,671	—	—	7,671	—	7,671
Repurchases of common stock	—	—	(50,414)	—	—	750	(221,987)	(272,401)	—	(272,401)
Treasury stock issued under stock purchase plans	—	—	64	—	—	(28)	7,312	7,376	—	7,376
Balance at March 31, 2023	42,919	$ 4,292	$ 537,773	$ 3,832,849	$ (23,405)	20,126	$ (1,262,004)	$ 3,089,505	$ 135	$ 3,089,640
Balance at June 30, 2021	42,676	$ 4,268	$ 484,260	$ 3,189,087	$ (36,291)	19,122	$ (976,181)	$ 2,665,143	$ 135	$ 2,665,278
Net income	—	—	—	273,825	—	—	—	273,825	—	273,825
Stock-based compensation expense	—	—	23,085	—	—	—	—	23,085	—	23,085
Tax withholdings on restricted share vestings	141	14	(14,585)	—	—	—	—	(14,571)	—	(14,571)
Other comprehensive income, net of tax	—	—	—	—	13,725	—	—	13,725	—	13,725
Repurchases of common stock	—	—	70,631	—	—	310	(77,932)	(7,301)	—	(7,301)
Treasury stock issued under stock purchase plans	—	—	61	—	—	(28)	6,784	6,845	—	6,845
Balance at March 31, 2022	42,817	$ 4,282	$ 563,452	$ 3,462,912	$ (22,566)	19,404	$ (1,047,329)	$ 2,960,751	$ 135	$ 2,960,886

See Notes to Unaudited Condensed Consolidated Financial Statements

Note 1 - Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of CACI International Inc and subsidiaries (CACI or the Company) have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) and include the assets, liabilities, results of operations, comprehensive income and cash flows for the Company, including its subsidiaries and ventures that are majority-owned or otherwise controlled by the Company. Certain information and note disclosures normally included in the annual financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP) have been condensed or omitted pursuant to those rules and regulations, although the Company believes that the disclosures made are adequate to make the information presented not misleading. All intercompany balances and transactions have been eliminated in consolidation.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and amounts included in other current assets and current liabilities that meet the definition of a financial instrument approximate fair value because of the short-term nature of these amounts. The fair value of the Company's debt outstanding as of March 31, 2023 under its bank credit facility approximates its carrying value. The fair value of the Company's debt under its bank credit facility was estimated using Level 2 inputs based on market data of companies with a corporate rating similar to CACI's that have recently priced credit facilities.

In the opinion of management, the accompanying unaudited consolidated financial statements reflect all adjustments and reclassifications (all of which are of a normal, recurring nature) that are necessary for the fair presentation of the periods presented. It is suggested that these unaudited consolidated financial statements be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's latest annual report to the SEC on Form 10-K for the year ended June 30, 2022. The results of operations for the three and nine months ended March 31, 2023 are not necessarily indicative of the results to be expected for any subsequent interim period or for the full fiscal year.

Note 2 - Recent Accounting Pronouncements

In March 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. This ASU provides optional expedients and exceptions, that may be elected over time as reference rate reform activities occur, for applying GAAP to contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate (LIBOR) or another reference rate expected to be discontinued because of reference rate reform. The guidance in this ASU was extended in December 2022 when the FASB issued ASU 2022-06, Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848, extending the sunset date under Topic 848 to December 31, 2024 to align the temporary accounting relief guidance with the expected LIBOR cessation date of June 30, 2023. During the year ended June 30, 2020, CACI elected to apply the hedge accounting expedients related to probability and the assessments of effectiveness for future LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives consistent with past presentation. Effective April 3, 2023, CACI completed the transition of its debt and derivative instruments from LIBOR to the Secured Overnight Financing Rate (SOFR) and applied additional expedients under ASC 848 related to contract modifications and changing critical terms of our hedging relationships. Application of these expedients allowed the Company to preserve presentation of derivatives as qualifying cash flow hedges and to account for the debt modification as a continuation of the existing contract. The adoption of this guidance did not have a material impact on the consolidated financial statements.

Note 3 – Goodwill and Intangible Assets

Goodwill

The changes in the carrying amount of goodwill for the nine months ended March 31, 2023 are as follows (in thousands):

	Domestic	International	Total
Balance at June 30, 2022	$ 3,934,625	$ 123,666	$ 4,058,291
Goodwill acquired (1)	6,072	—	6,072
Foreign currency translation	(485)	2,382	1,897
Balance at March 31, 2023	$ 3,940,212	$ 126,048	$ 4,066,260

(1) Includes goodwill initially allocated to new business combinations as well as measurement period adjustments, when applicable. Purchase price allocations for all of the fiscal year 2022 acquisitions were completed as of the second quarter of fiscal year 2023.

There were no impairments of goodwill during the periods presented.

Intangible Assets

Intangible assets consisted of the following (in thousands):

	March 31, 2023			June 30, 2022		
	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value
Customer contracts and related customer relationships	$ 656,285	$ (306,224)	$ 350,061	$ 656,353	$ (275,538)	$ 380,815
Acquired technologies	277,132	(102,748)	174,384	280,196	(79,626)	200,570
Total intangible assets	$ 933,417	$ (408,972)	$ 524,445	$ 936,549	$ (355,164)	$ 581,385

Amortization expense related to intangible assets was $18.6 million and $56.8 million for the three and nine months ended March 31, 2023, respectively, and $19.3 million and $54.9 million for the three and nine months ended March 31, 2022, respectively.

Note 4 – Revenues and Contract Balances

Disaggregation of Revenues

The Company disaggregates revenues by contract type, customer type, prime vs. subcontractor, and whether the solution provided is primarily Expertise or Technology. These categories represent how the nature, amount, timing, and uncertainty of revenues and cash flows are affected.

Disaggregated revenues by contract type were as follows (in thousands):

	Three Months Ended March 31, 2023			Nine Months Ended March 31, 2023		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	$ 1,008,688	$ —	$ 1,008,688	$ 2,896,778	$ —	$ 2,896,778
Fixed-price	494,095	35,691	529,786	1,420,858	100,057	1,520,915
Time-and-materials	191,696	14,100	205,796	540,913	40,839	581,752
Total	$ 1,694,479	$ 49,791	$ 1,744,270	$ 4,858,549	$ 140,896	$ 4,999,445

	Three Months Ended March 31, 2022			Nine Months Ended March 31, 2022		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	$ 889,624	$ —	$ 889,624	$ 2,672,695	$ —	$ 2,672,695
Fixed-price	468,116	35,058	503,174	1,242,601	101,568	1,344,169
Time-and-materials	175,140	16,042	191,182	499,556	44,236	543,792
Total	$ 1,532,880	$ 51,100	$ 1,583,980	$ 4,414,852	$ 145,804	$ 4,560,656

Disaggregated revenues by customer type were as follows (in thousands):

	Three Months Ended March 31, 2023			Nine Months Ended March 31, 2023		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	$ 1,298,700	$ —	$ 1,298,700	$ 3,554,080	$ —	$ 3,554,080
Federal Civilian agencies	355,612	—	355,612	1,179,467	—	1,179,467
Commercial and other	40,167	49,791	89,958	125,002	140,896	265,898
Total	$ 1,694,479	$ 49,791	$ 1,744,270	$ 4,858,549	$ 140,896	$ 4,999,445

	Three Months Ended March 31, 2022			Nine Months Ended March 31, 2022		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	$ 1,118,665	$ —	$ 1,118,665	$ 3,155,806	$ —	$ 3,155,806
Federal Civilian agencies	380,837	—	380,837	1,166,398	—	1,166,398
Commercial and other	33,378	51,100	84,478	92,648	145,804	238,452
Total	$ 1,532,880	$ 51,100	$ 1,583,980	$ 4,414,852	$ 145,804	$ 4,560,656

Disaggregated revenues by prime vs. subcontractor were as follows (in thousands):

	Three Months Ended March 31, 2023			Nine Months Ended March 31, 2023		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	$ 1,511,758	$ 44,975	$ 1,556,733	$ 4,339,579	$ 128,303	$ 4,467,882
Subcontractor	182,721	4,816	187,537	518,970	12,593	531,563
Total	$ 1,694,479	$ 49,791	$ 1,744,270	$ 4,858,549	$ 140,896	$ 4,999,445

	Three Months Ended March 31, 2022			Nine Months Ended March 31, 2022		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	$ 1,373,045	$ 46,760	$ 1,419,805	$ 3,964,227	$ 132,983	$ 4,097,210
Subcontractor	159,835	4,340	164,175	450,625	12,821	463,446
Total	$ 1,532,880	$ 51,100	$ 1,583,980	$ 4,414,852	$ 145,804	$ 4,560,656

Disaggregated revenues by expertise or technology were as follows (in thousands):

	Three Months Ended March 31, 2023			Nine Months Ended March 31, 2023		
	Domestic	International	Total	Domestic	International	Total
Expertise	$ 793,993	$ 18,307	$ 812,300	$ 2,237,146	$ 50,977	$ 2,288,123
Technology	900,486	31,484	931,970	2,621,403	89,919	2,711,322
Total	$ 1,694,479	$ 49,791	$ 1,744,270	$ 4,858,549	$ 140,896	$ 4,999,445

	Three Months Ended March 31, 2022			Nine Months Ended March 31, 2022		
	Domestic	International	Total	Domestic	International	Total
Expertise	$ 697,347	$ 18,852	$ 716,199	$ 2,049,180	$ 56,374	$ 2,105,554
Technology	835,533	32,248	867,781	2,365,672	89,430	2,455,102
Total	$ 1,532,880	$ 51,100	$ 1,583,980	$ 4,414,852	$ 145,804	$ 4,560,656

Changes in Estimates

Aggregate net changes in estimates for the three and nine months ended March 31, 2023 reflected an increase to income before income taxes of $5.3 million ($0.17 per diluted share) and $16.8 million ($0.53 per diluted share), respectively, compared with $13.0 million ($0.40 per diluted share) and $21.2 million ($0.66 per diluted share), for the three and nine months ended March 31, 2022. The Company uses its statutory tax rate when calculating the impact to diluted earnings per share.

Revenues recognized from previously satisfied performance obligations were not material for the three and nine months ended March 31, 2023 and 2022, respectively. The change in revenues generally relates to final true-up adjustments for estimated award or incentive fees in the period in which the customer's final performance score was received or when it can be determined that more objective, contractually-defined criteria have been fully satisfied.

Remaining Performance Obligations

As of March 31, 2023, the Company had $8.4 billion of remaining performance obligations and expects to recognize approximately 49% and 71% over the next 12 and 24 months, respectively, with the remainder to be recognized thereafter.

Contract Balances

Contract balances consisted of the following (in thousands):

Description of Contract Related Balance	Financial Statement Classification	March 31, 2023	June 30, 2022
Billed and billable receivables	Accounts receivable, net	$ 865,828	$ 800,597
Contract assets – current unbilled receivables	Accounts receivable, net	138,905	125,547
Contract assets – current costs to obtain	Prepaid expenses and other current assets	5,174	5,167
Contract assets – noncurrent unbilled receivables	Accounts receivable, long-term	12,653	10,199
Contract assets – noncurrent costs to obtain	Other long-term assets	8,853	10,703
Contract liabilities – current deferred revenue and other contract liabilities	Other accrued expenses and current liabilities	(108,325)	(84,810)
Contract liabilities – noncurrent deferred revenue and other contract liabilities	Other long-term liabilities	(5,814)	(7,552)

During the three and nine months ended March 31, 2023, we recognized $10.8 million and $81.8 million of revenues, respectively, compared with $4.1 million and $72.4 million of revenues for the three and nine months ended March 31, 2022, that was included in a previously recorded contract liability as of the beginning of the period.

Note 5 – Inventories

Inventories consisted of the following (in thousands):

	March 31, 2023	June 30, 2022
Materials, purchased parts and supplies	$ 74,470	$ 57,407
Work in process	20,396	13,207
Finished goods	29,515	28,748
Total	$ 124,381	$ 99,362

Inventories are stated at the lower of cost (average cost or first-in, first-out) or net realizable value and are included in prepaid expenses and other current assets on the accompanying consolidated balance sheets. Prior year amounts for work in process and finished goods have been revised.

Note 6 – Sales of Receivables

On December 22, 2022, the Company amended its Master Accounts Receivable Purchase Agreement (MARPA) with MUFG Bank, Ltd. (Purchaser), for the sale of certain designated eligible U.S. government receivables. The amendment extended the term of the MARPA to December 21, 2023. Under the MARPA, the Company can sell eligible receivables, including certain billed and unbilled receivables up to a maximum amount of $200.0 million. The Company's receivables are sold under the MARPA without recourse for any U.S. government credit risk.

The Company accounts for receivable transfers under the MARPA as sales under ASC 860, *Transfers and Servicing*, and derecognizes the sold receivables from its balance sheets. The fair value of the sold receivables approximated their book value due to their short-term nature.

The Company does not retain an ongoing financial interest in the transferred receivables other than cash collection and administrative services. The Company estimated that its servicing fee was at fair value and therefore no servicing asset or liability related to these receivables was recognized as of March 31, 2023. Proceeds from the sold receivables are reflected in operating cash flows on the statement of cash flows.

MARPA activity consisted of the following (in thousands):

	As of and for the Nine Months Ended March 31,	
	2023	2022
Beginning balance:	$ 157,785	$ 182,027
Sales of receivables	2,150,891	2,041,215
Cash collections	(2,135,986)	(2,065,575)
Outstanding balance sold to Purchaser: (1)	172,690	157,667
Cash collected, not remitted to Purchaser (2)	(47,680)	(17,491)
Remaining sold receivables	$ 125,010	$ 140,176

(1) For the nine months ended March 31, 2023 and 2022, the Company recorded a net cash inflow of $14.9 million and a net cash outflow of $24.4 million in its cash flows from operating activities, respectively, from sold receivables. MARPA cash flows are calculated as the change in the outstanding balance during the fiscal year.

(2) Includes the cash collected on behalf of but not yet remitted to Purchaser as of March 31, 2023 and 2022. This balance is included in other accrued expenses and current liabilities as of the balance sheet date.

Note 7 – Debt

Long-term debt consisted of the following (in thousands):

	March 31, 2023	June 30, 2022
Bank credit facility – term loans	$ 1,186,719	$ 1,209,688
Bank credit facility – revolver loans	625,000	533,000
Principal amount of long-term debt	1,811,719	1,742,688
Less unamortized discounts and debt issuance costs	(8,228)	(9,915)
Total long-term debt	1,803,491	1,732,773
Less current portion	(38,281)	(30,625)
Long-term debt, net of current portion	$ 1,765,210	$ 1,702,148

Bank Credit Facility

On December 13, 2021, the Company amended its credit facility (the Credit Facility) primarily to extend the maturity date, increase borrowing capacity, and improve pricing. As amended, the Company's $3,200.0 million Credit Facility consists of a $1,975.0 million revolving credit facility (the Revolving Facility) and a $1,225.0 million term loan (the Term Loan). The Revolving Facility has subfacilities of $100.0 million for same-day swing line loan borrowings and $25.0 million for stand-by letters of credit.

The Revolving Facility is a secured facility that permits continuously renewable borrowings of up to $1,975.0 million. As of March 31, 2023, the Company had $625.0 million outstanding under the Revolving Facility and no borrowings on the swing line. The Company pays a quarterly facility fee for the unused portion of the Revolving Facility.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of $7.7 million through December 31, 2023 and $15.3 million thereafter until the balance is due in full on December 13, 2026. As of March 31, 2023, the Company had $1,186.7 million outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at the Company's option, equal a base rate or a Eurodollar rate plus, in each case, an applicable rate based upon the Company's consolidated total net leverage ratio. As of March 31, 2023, the effective interest rate, including the impact of the Company's floating-to-fixed interest rate swap agreements and excluding the effect of amortization of debt financing costs, for the outstanding borrowings under the Credit Facility was 4.77%.

The Credit Facility requires the Company to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting the Company's ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. As of March 31, 2023, the Company was in compliance with all of the financial covenants. A majority of the Company's assets serve as collateral under the Credit Facility.

All debt issuance costs are being amortized from the date incurred to the expiration date of the Credit Facility.

Cash Flow Hedges

The Company periodically uses derivative financial instruments as part of a strategy to manage exposure to market risks associated with interest rate fluctuations. The Company has entered into several floating-to-fixed interest rate swap agreements for an aggregate notional amount of $1,200.0 million which hedge a portion of the Company's floating rate indebtedness. The swaps mature at various dates through 2028. The Company has designated the swaps as cash flow hedges. Unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Realized gains and losses in connection with each required interest payment are reclassified from accumulated other comprehensive income or loss to interest expense. The Company does not hold or issue derivative financial instruments for trading purposes.

The effect of derivative instruments in the consolidated statements of operations and accumulated other comprehensive loss for the three and nine months ended March 31, 2023 and 2022 is as follows (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2023	2022	2023	2022
(Loss) gain recognized in other comprehensive income	$ (5,906)	$ 14,761	$ 10,584	$ 15,947
Amounts reclassified to earnings from accumulated other comprehensive loss	(4,095)	2,600	(6,572)	9,052
Net current period other comprehensive (loss) income	$ (10,001)	$ 17,361	$ 4,012	$ 24,999

Reference Rate Reform

As a result of reference rate reform and the expected discontinuation of LIBOR, effective April 3, 2023, CACI completed the transition of its Credit Facility and its interest rate swaps designated as cash flow hedges from LIBOR-indexed interest payments to SOFR-indexed interest payments.

Note 8 – Legal Proceedings and Other Commitments and Contingencies

Legal Proceedings

The Company is involved in various claims, lawsuits, and administrative proceedings arising in the normal course of business, none of which, based on current information, are expected to have a material adverse effect on the Company's financial position, results of operations or cash flows.

Government Contracting

Payments to the Company on cost-plus-fee and time-and-materials contracts are subject to adjustment upon audit by the Defense Contract Audit Agency (DCAA) and other government agencies that do not utilize DCAA's services. The DCAA has completed audits of the Company's annual incurred cost proposals through fiscal year 2021. The Company is still negotiating the results of prior years' audits with the respective cognizant contracting officers and believes its reserves for such are adequate. Adjustments that may result from these audits and the audits not yet started are not expected to have a material effect on the Company's financial position, results of operations, or cash flows and the Company has accrued its best estimate of potential disallowances. Additionally, the DCAA continually reviews the cost accounting and other practices of government contractors, including the Company. In the course of those reviews, cost accounting and other issues may be identified, discussed and settled.

Note 9 – Earnings Per Share

Earnings per share and the weighted-average number of diluted shares are computed as follows (in thousands, except per share data):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2023	2022	2023	2022
Net income	$ 100,742	$ 95,417	$ 276,968	$ 273,825
Weighted-average number of basic shares outstanding during the period	23,055	23,409	23,329	23,457
Dilutive effect of RSUs after application of treasury stock method	222	207	217	230
Weighted-average number of diluted shares outstanding during the period	23,277	23,616	23,546	23,687
Basic earnings per share	$ 4.37	$ 4.08	$ 11.87	$ 11.67
Diluted earnings per share	$ 4.33	$ 4.04	$ 11.76	$ 11.56

Share Repurchases

On January 26, 2023, the Company's Board of Directors authorized a share repurchase program of up to $750.0 million of the Company's common stock (the "2023 Repurchase Program").

On January 30, 2023, CACI entered into an Accelerated Share Repurchase (ASR) Agreement with Citibank, N.A (Citibank). Under the ASR Agreement, we paid $250.0 million to Citibank and received an initial delivery of approximately 0.7 million shares of our common stock, which shares were recorded as a $200.0 million increase to treasury stock. The final number of shares to be repurchased will be based on the volume-weighted average stock price of our common stock during the term of the agreement, less a discount. This is evaluated as an unsettled forward contract indexed to our own stock, with $50.0 million classified within stockholders' equity as additional paid-in-capital. The ASR Agreement is scheduled to settle prior to the end of the first quarter of fiscal year 2024. At final settlement, Citibank may be required to deliver additional shares of our common stock to us or, under certain circumstances, we may elect to make a cash payment or deliver shares of our common.

In addition to the ASR, during the three months ended March 31, 2023, CACI repurchased forty-five thousand shares of its outstanding common stock for $12.7 million on the open market at an average share price of $282.98 including commissions paid. The total remaining authorization for future common share repurchases under the 2023 Repurchase Program was $487.3 million as of March 31, 2023.

Note 10 – Income Taxes

The Company is subject to income taxes in the U.S. and various state and foreign jurisdictions. Tax statutes and regulations within each jurisdiction are subject to interpretation and require the application of significant judgment. The Company is currently under examination by the Internal Revenue Service for fiscal years 2017 through 2021 and a state jurisdiction for fiscal years 2019 and 2020. The Company does not expect resolution of these examinations to have a material impact on its results of operations, financial condition, or cash flows.

During fiscal year 2023, a provision of the Tax Cuts and Jobs Act of 2017 (TCJA) went into effect which eliminated the option to deduct domestic research and development costs in the year incurred and instead requires taxpayers to amortize such costs over five years. Although it is possible that Congress amends this provision of the TCJA, potentially with retroactive effect, we have no assurance that Congress will take any action with respect to this provision. For the three and nine months ended March 31, 2023, the Company recognized a liability for unrecognized tax benefits and a corresponding deferred tax asset of $30.9 million and $70.7 million, respectively, related to the capitalization and amortization of research costs related to provisions of the TCJA becoming effective.

The Company's effective income tax rate was 23.4% and 22.8% for the three and nine months ended March 31, 2023, respectively, and 17.9% and 20.9% for the three and nine months ended March 31, 2022, respectively. The effective tax rates for the three and nine months ended March 31, 2023 and 2022 both benefited from the favorable impact of research and development credits and the amount of excess tax benefits related to stock-based compensation, and are partially offset by the unfavorable impacts of certain executive compensation.

Note 11 – Business Segments

The Company reports operating results and financial data in two segments: domestic operations and international operations. Domestic operations provide Expertise and Technology primarily to U.S. federal government agencies. International operations provide Expertise and Technology primarily to international government and commercial customers.

The Company evaluates the performance of its operating segments based on net income. Summarized financial information for the Company's reportable segments is as follows (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2023	2022	2023	2022
Revenues:				
Domestic	$ 1,694,479	$ 1,532,880	$ 4,858,549	$ 4,414,852
International	49,791	51,100	140,896	145,804
Total revenues	$ 1,744,270	$ 1,583,980	$ 4,999,445	$ 4,560,656
Net income:				
Domestic	$ 93,383	$ 87,543	$ 254,298	$ 252,647
International	7,359	7,874	22,670	21,178
Total net income	$ 100,742	$ 95,417	$ 276,968	$ 273,825

Note 12 – Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value and categorizes the inputs used in measuring fair value as follows: observable inputs such as quoted prices in active markets (Level 1); inputs other than quoted prices in active markets that are observable, either directly or indirectly, or quoted prices that are not active (Level 2); and unobservable inputs in which there is little or no market data which requires development of assumptions that market participants would use in pricing the asset or liability (Level 3).

The financial instruments measured at fair value on a recurring basis consist of the following (in thousands):

Description of Financial Instrument	Financial Statement Classification	Fair Value Hierarchy	March 31, 2023 Fair Value	June 30, 2022 Fair Value
Interest rate swap agreements	Prepaid expenses and other current assets	Level 2	$ 703	$ 337
Interest rate swap agreements	Other long-term assets	Level 2	$ 27,390	$ 19,184
Interest rate swap agreements	Other long-term liabilities	Level 2	$ (3,158)	$ —

The Company uses interest rate swap agreements to manage its interest rate risk. The valuation of these instruments is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations is provided to enhance the understanding of, and should be read together with, our unaudited condensed consolidated financial statements and the notes to those statements that appear elsewhere in this Quarterly Report on Form 10-Q.

Information Relating to Forward-Looking Statements

There are statements made herein that do not address historical facts and, therefore, could be interpreted to be forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are subject to risk factors that could cause actual results to be materially different from anticipated results. These risk factors include, but are not limited to, the following:

- our reliance on U.S. government contracts, which includes general risk around the government contract procurement process (such as bid protest, small business set asides, loss of work due to organizational conflicts of interest, etc.) and termination risks;
- significant delays or reductions in appropriations for our programs and broader changes in U.S. government funding and spending patterns;
- legislation that amends or changes discretionary spending levels or budget priorities, such as for homeland security or to address global pandemics like COVID-19;
- legal, regulatory, and political change from successive presidential administrations that could result in economic uncertainty;
- changes in U.S. federal agencies, current agreements with other nations, foreign events, or any other events which may affect the global economy, including the impact of global pandemics like COVID-19;
- the results of government audits and reviews conducted by the Defense Contract Audit Agency, the Defense Contract Management Agency, or other governmental entities with cognizant oversight;
- competitive factors such as pricing pressures and/or competition to hire and retain employees (particularly those with security clearances);
- failure to achieve contract awards in connection with re-competes for present business and/or competition for new business;
- regional and national economic conditions in the United States and globally, including but not limited to: terrorist activities or war, changes in interest rates, currency fluctuations, significant fluctuations in the equity markets, and market speculation regarding our continued independence;
- our ability to meet contractual performance obligations, including technologically complex obligations dependent on factors not wholly within our control;
- limited access to certain facilities required for us to perform our work, including during a global pandemic like COVID-19;
- changes in tax law, the interpretation of associated rules and regulations, or any other events impacting our effective tax rate;
- changes in technology;
- the potential impact of the announcement or consummation of a proposed transaction and our ability to successfully integrate the operations of our recent and any future acquisitions;
- our ability to achieve the objectives of near term or long-term business plans; and
- the effects of health epidemics, pandemics and similar outbreaks may have material adverse effects on our business, financial position, results of operations and/or cash flows.

The above non-inclusive list of risk factors may impact the forward-looking statements contained in this Quarterly Report on Form 10-Q. In addition, other risk factors include, but are not limited to, those described in “Item 1A. Risk Factors” within our Annual Report on Form 10-K. The forward-looking statements contained in this Quarterly Report on Form 10-Q are as of the date of its filing.

Overview

The Company provides Expertise and Technology to Enterprise and Mission customers in support of national security and government modernization.

- Enterprise – CACI provides capabilities that enable the internal operations of a government agency.
- Mission – CACI provides capabilities that enable the execution of a government agency's primary function, or "mission".
- Expertise – CACI provides Expertise to both Enterprise and Mission customers. For Enterprise customers, we deliver talent with the specific technical and functional knowledge to support internal agency operations. Examples include functional software development expertise, data and business analysis, and IT operations support. For Mission customers, we deliver talent with technical and domain knowledge to support the execution of an agency's mission. Examples include engineering expertise such as naval architecture, marine engineering, and life cycle support; and mission support expertise such as intelligence and special operations support, and network and exploitation analysis.
- Technology – CACI delivers Technology to both Enterprise and Mission customers. For both Enterprise and Mission, CACI provides: Software development at scale using open modern architectures, DevSecOps, and agile methodologies; and advanced data platforms, data operations and analyst-centric analytics including application of Artificial Intelligence and multi-source analysis. Additional examples of Enterprise technology include: Network and IT modernization; Commercial Solutions for Classified (CSfC); The customization, implementation, and maintenance of commercial-off-the-shelf (COTS) and enterprise resource planning (ERP) systems including financial, human capital, and supply chain management systems; and cyber security active defense and zero trust architectures. Additional examples of Mission technology include: Developing and deploying multi-domain offerings for signals intelligence, resilient communications, free space optical communications, electronic warfare including Counter-UAS, cyber operations, and Radio Frequency (RF) spectrum awareness, agility and usage. CACI invests ahead of customer need with research and development to generate unique intellectual property and differentiated technology addressing critical national security and government modernization needs.

Budgetary Environment

We carefully follow federal budget, legislative and contracting trends and activities and evolve our strategies to take these into consideration. On December 29, 2022, the President signed into law the omnibus appropriations bill that provided full-year funding for the government fiscal year (GFY) ending September 30, 2023 (GFY23). Of the total approximately $1.7 trillion in discretionary funding, approximately $858 billion was for national defense and approximately $773 billion was for nondefense, as well as an additional $47 billion of supplemental funding for Ukraine. The defense and nondefense funding levels represent increases of approximately 10% and 6%, respectively, over GFY22 enacted levels, which themselves were increases of approximately 6% and 7%, respectively, over GFY21. On March 9, 2023, the President released his budget request for GFY24, which calls for an increase in defense spending of approximately 3% and an increase in nondefense spending of approximately 8% over GFY23 levels. While future levels of defense and nondefense spending are difficult to project, we believe that there continues to be bipartisan support for defense and national security-related spending, particularly given the heightened current global threat environment, including the conflict in Ukraine.

While we view the budget environment as constructive and believe there is bipartisan support for continued investment in the areas of defense and national security, it is uncertain when in any particular GFY that appropriations bills will be passed. During those periods of time when appropriations bills have not been passed and signed into law, government agencies operate under a continuing resolution (CR), a temporary measure allowing the government to continue operations at prior year funding levels.

Depending on their scope, duration, and other factors, CRs can negatively impact our business due to delays in new program starts, delays in contract award decisions, and other factors. When a CR expires, unless appropriations bills have been passed by Congress and signed by the President, or a new CR is passed and signed into law, the government must cease operations, or shutdown, except in certain emergency situations or when the law authorizes continued activity. We continuously review our operations in an attempt to identify programs potentially at risk from CRs so that we can consider appropriate contingency plans.

Market Environment

We provide Expertise and Technology to government enterprise and mission customers. Based on the analysis of an independent market consultant retained by the Company, we believe that the total addressable market for our offerings is approximately $260 billion. Our addressable market is expected to continue to grow over the next several years. Approximately 70% of our revenue comes from defense-related customers, including those in the Intelligence Community (IC), with additional revenue coming from non-defense IC, homeland security, and other federal civilian customers.

We continue to align the Company's capabilities with well-funded budget priorities and took steps to maintain a competitive cost structure in line with our expectations of future business opportunities. In light of these actions, as well as the budgetary environment discussed above, we believe we are well positioned to continue to win new business in our large addressable market. We believe that the following trends will influence the USG's spending in our addressable market:

- A stable-to-higher USG budget environment, particularly in defense and intelligence-related areas;
- Increased focus on cyber, space, and the electromagnetic spectrum as key domains for National Security;

- Increased spend on network and application modernization and enhancements to cyber security posture;
- Increased investments in advanced technologies (e.g., Artificial Intelligence, 5G), particularly software-based technologies;
- Increasing focus on near-peer competitors and other nation state threats;
- Continued focus on counterterrorism, counterintelligence, and counter proliferation as key U.S. security concerns; and
- Increased demand for innovation and speed of delivery.

We believe that our customers' use of lowest price/technically acceptable (LPTA) procurements, which contributed to pricing pressures in past years, has moderated, though price still remains an important factor in procurements. We also continue to see protests of major contract awards and delays in USG procurement activities. In addition, many of our federal government contracts require us to employ personnel with security clearances, specific levels of education and specific past work experience. Depending on the level of clearance, security clearances can be difficult and time-consuming to obtain and competition for skilled personnel in the information technology services industry is intense. Additional factors that could affect USG spending in our addressable market include changes in set-asides for small businesses, changes in budget priorities as a result of the COVID-19 pandemic, and budgetary priorities limiting or delaying federal government spending in general.

Results of Operations for the Three and Nine Months Ended March 31, 2023 and 2022

The following table provides our results of operations (in thousands):

	Dollar Amount Three Months Ended March 31, 2023	2022	Change Dollar	Percent	Dollar Amount Nine Months Ended March 31, 2023	2022	Change Dollar	Percent
Revenues	$ 1,744,270	$ 1,583,980	$ 160,290	10.1%	$ 4,999,445	$ 4,560,656	$ 438,789	9.6%
Costs of revenues:								
Direct costs	1,143,781	1,022,181	121,600	11.9%	3,293,867	2,970,370	323,497	10.9%
Indirect costs and selling expenses	410,235	402,227	8,008	2.0%	1,180,619	1,114,310	66,309	6.0%
Depreciation and amortization	35,220	34,216	1,004	2.9%	106,255	99,484	6,771	6.8%
Total costs of revenues	1,589,236	1,458,624	130,612	9.0%	4,580,741	4,184,164	396,577	9.5%
Income from operations	155,034	125,356	29,678	23.7%	418,704	376,492	42,212	11.2%
Interest expense and other, net	23,570	9,084	14,486	159.5%	59,705	30,491	29,214	95.8%
Income before income taxes	131,464	116,272	15,192	13.1%	358,999	346,001	12,998	3.8%
Income taxes	30,722	20,855	9,867	47.3%	82,031	72,176	9,855	13.7%
Net income	$ 100,742	$ 95,417	$ 5,325	5.6%	$ 276,968	$ 273,825	$ 3,143	1.1%

Revenues. The increase in revenues for the three and nine months ended March 31, 2023, as compared to the three and nine months ended March 31, 2023, was primarily attributable to new contract awards and growth on existing programs. The increase in revenues for the nine months ended March 31, 2023 was also attributable to revenues from the acquisitions completed in fiscal year 2022.

The following table summarizes revenues by customer type with related percentages of revenues for the three and nine months ended March 31, 2023 and 2022, respectively (in thousands):

	Dollar Amount Three Months Ended March 31, 2023	2022	Change Dollar	Percent	Dollar Amount Nine Months Ended March 31, 2023	2022	Change Dollar	Percent
Department of Defense	$ 1,298,700	$ 1,118,665	$ 180,035	16.1%	$ 3,554,080	$ 3,155,806	$ 398,274	12.6%
Federal Civilian Agencies	355,612	380,837	(25,225)	(6.6)%	1,179,467	1,166,398	13,069	1.1%
Commercial and other	89,958	84,478	5,480	6.5%	265,898	238,452	27,446	11.5%
Total	$ 1,744,270	$ 1,583,980	$ 160,290	10.1%	$ 4,999,445	$ 4,560,656	$ 438,789	9.6%

- DoD revenues include Expertise and Technology provided to various Department of Defense customers.
- Federal civilian agencies’ revenues primarily include Expertise and Technology provided to non-DoD agencies and departments of the U.S. federal government, including intelligence agencies and Departments of Homeland Security, Justice, Agriculture, Health and Human Services, and State.
- Commercial and other revenues primarily include Expertise and Technology provided to U.S. state and local governments, commercial customers, and certain foreign governments and agencies through our International reportable segment.

Direct Costs. The increase in direct costs for the three and nine months ended March 31, 2023, as compared to the prior year periods, was primarily attributable to the increased revenues and a higher volume of materials and other direct costs. As a percentage of revenue, direct costs were 65.6% and 65.9% for the three and nine months ended March 31, 2023, respectively and 64.5% and 65.1% for the three and nine months ended March 31, 2022, respectively. Direct costs include direct labor, subcontractor costs, materials, and other direct costs.

Indirect Costs and Selling Expenses. The increase in indirect costs and selling expenses for the three and nine months ended March 31, 2023, as compared to the prior year periods, was primarily attributable to the incremental costs of running the businesses acquired in fiscal year 2022 and an increase in fringe benefit expenses. As a percentage of revenue, indirect costs and selling expenses were 23.5% and 23.6% for the three and nine months ended March 31, 2023, respectively and 25.4% and 24.4% for the three and nine months ended March 31, 2022, respectively.

Depreciation and Amortization. The increase in depreciation and amortization for the three and nine months ended March 31, 2023, as compared to the prior year periods, was primarily attributable to depreciation from the Company's higher average property and equipment and intangible amortization from the acquisitions in fiscal year 2022.

Interest Expense and Other, Net. The increase in interest expense and other, net for the three and nine months ended March 31, 2023, as compared to the prior year periods, was primarily attributable to higher interest rates on outstanding debt.

Income Tax Expense. The Company's effective income tax rate was 23.4% and 22.8% for the three and nine months ended March 31, 2023, respectively, and 17.9% and 20.9% for the three and nine months ended March 31, 2022, respectively. The effective tax rates for the three and nine months ended March 31, 2023, and 2022 both benefited from the favorable impact of research and development credits and the amount of excess tax benefits related to stock-based compensation, and are partially offset by the unfavorable impacts of certain executive compensation.

Contract Backlog

The Company's backlog represents value on existing contracts that has the potential to be recognized into revenues as work is performed. The Company includes unexercised option years in its backlog and excludes the value of task orders that may be awarded under multiple award indefinite delivery/indefinite quantity ("IDIQ") vehicles until such task orders are issued.

The Company's backlog as of period end is either funded or unfunded:

- Funded backlog represents contract value for which funding has been appropriated less revenues previously recognized on these contracts.
- Unfunded backlog represents estimated values that have the potential to be recognized into revenue from executed contracts for which funding has not been appropriated and unexercised priced contract options.

As of March 31, 2023, the Company had total backlog of $25.3 billion, compared with $23.5 billion a year ago, an increase of 7.7%. Funded backlog as of March 31, 2023 was $3.4 billion. The total backlog consists of remaining performance obligations (see Note 4) plus unexercised options.

There is no assurance that all funded or potential contract value will result in revenues being recognized. The Company continues to monitor backlog as it is subject to change from execution of new contracts, contract modifications or extensions, government deobligations, early terminations, or other factors. Based on this analysis, an adjustment to the period end balance may be required.

Liquidity and Capital Resources

Existing cash and cash equivalents and cash generated by operations are our primary sources of liquidity, as well as sales of receivables under our MARPA (as defined and discussed in Note 6) and available borrowings under our Credit Facility (as defined in Note 7) described below.

The Company has a $3,200.0 million Credit Facility, which consists of a $1,975.0 million Revolving Facility and a $1,225.0 million Term Loan. The Revolving Facility is a secured facility that permits continuously renewable borrowings and has subfacilities of $100.0 million for same-day swing line borrowings and $25.0 million for stand-by letters of credit. As of March 31, 2023, we had $625.0 million outstanding under the Revolving Facility and no borrowings on the swing line.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of $7.7 million through December 31, 2023 and $15.3 million thereafter until the balance is due in full on December 13, 2026. As of March 31, 2023, $1,186.7 million was outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at our option, equal a base rate or a Eurodollar rate plus, in each case, an applicable margin based upon our consolidated total net leverage ratio. Effective April 3, 2023, as a result of reference rate reform and the expected discontinuation of LIBOR, CACI completed the transition of its Credit Facility and its interest rate swaps designated as cash flow hedges from LIBOR-indexed interest payments to SOFR-indexed interest payments. We do not expect that the LIBOR to SOFR transition will have a material impact to our liquidity, capital resources, operations or financial condition.

The Credit Facility requires us to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting our ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. Since the inception of the Credit Facility, we have been in compliance with all of the financial covenants. A majority of our assets serve as collateral under the Credit Facility.

During fiscal year 2023, a provision of the TCJA went into effect which eliminated the option to deduct domestic research and development costs in the year incurred and instead requires taxpayers to amortize such costs over five years. Although it is possible that Congress amends this provision, potentially with retroactive effect, we have no assurance that Congress will take any action with respect to this provision. Based on the law as currently enacted, the provision is expected to decrease fiscal year 2023 cash flows from operations by $95.0 million and increase net deferred tax assets by a similar amount. The Company's estimated federal and state income tax payments related to this provision were $5.1 million and $51.1 million for the three and nine months ended March 31, 2023, respectively. The actual impact will depend on the amount of research and development costs the Company will incur during fiscal year 2023 and whether new guidance and interpretive rules are issued by the U.S. Treasury, among other factors.

A summary of the change in cash and cash equivalents is presented below (in thousands):

	Nine Months Ended March 31, 2023	
	2023	2022
Net cash provided by operating activities	$ 235,954	$ 593,013
Net cash used in investing activities	(39,218)	(653,588)
Net cash (used in) provided by financing activities	(207,895)	100,835
Effect of exchange rate changes on cash and cash equivalents	3,144	(3,217)
Net change in cash and cash equivalents	$ (8,015)	$ 37,043

Net cash provided by operating activities decreased $357.1 million for the nine months ended March 31, 2023, when compared to the nine months ended March 31, 2022, as a result of a $278.1 million increase in cash paid for income taxes, $153.8 million in net unfavorable changes in operating assets and liabilities driven by increased revenue volume and the timing of vendor payments, partially offset by a $39.3 million increase in cash received from the Company's MARPA.

Net cash used in investing activities decreased $614.4 million for the nine months ended March 31, 2023, when compared to the nine months ended March 31, 2022, primarily as a result of a $615.8 million decrease in cash used in acquisitions of businesses partially offset by a $2.1 million increase in capital expenditures.

Net cash used in financing activities increased $308.7 million for the nine months ended March 31, 2023, when compared to the nine months ended March 31, 2022, primarily as a result of a $263.1 million increase in repurchases of our common stock and a $52.7 million increase in net payments under our Credit Facility.

We believe that the combination of internally generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, customary capital expenditures, debt service obligations, share repurchases, and other working capital requirements over the next twelve months. In the future we may seek to borrow additional amounts under a long-term debt security. Over the longer term, our ability to generate sufficient cash flows from operations necessary to fulfill the obligations under the Credit Facility and any other indebtedness we may incur will depend on our future financial performance which will be affected by many factors outside of our control, including worldwide economic and financial market conditions.

Critical Accounting Policies

There have been no significant changes to the Company's critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended June 30, 2022.

Off-Balance Sheet Arrangements and Contractual Obligations

We have no material off-balance sheet financing arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The interest rates on both the Term Loan and the Revolving Facility are affected by changes in market interest rates. We have the ability to manage these fluctuations in part through interest rate hedging alternatives in the form of interest rate swaps. We have entered into floating-to-fixed interest rate swap agreements for an aggregate notional amount of $1,200.0 million related to a portion of our floating rate indebtedness. All remaining balances under our Term Loan, and any additional amounts that may be borrowed under our Revolving Facility, are currently subject to interest rate fluctuations. With every one percent fluctuation in the applicable interest rates, interest expense on our variable rate debt for the nine months ended March 31, 2023 would have fluctuated by approximately $8.3 million.

Approximately 2.8% and 3.2% of our total revenues during the nine months ended March 31, 2023 and 2022, respectively, were derived from our international operations headquartered in the U.K. Our practice in our international operations is to negotiate contracts in the same currency in which the predominant expenses are incurred, thereby mitigating the exposure to foreign currency exchange fluctuations. It is not possible to accomplish this in all cases; thus, there is some risk that profits will be affected by foreign currency exchange fluctuations. As of March 31, 2023, we held a combination of euros and pounds sterling in the U.K. and the Netherlands equivalent to approximately $70.4 million. This allows us to better utilize our cash resources on behalf of our foreign subsidiaries, thereby mitigating foreign currency conversion risks.

Item 4. Controls and Procedures

As of the end of the three-month period covered by this report, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer.

The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. The effectiveness of a system of disclosure controls and procedures is subject to various inherent limitations, including cost limitation, judgments used in decision making, assumptions about the likelihood of future events, the soundness of internal controls, and fraud. Due to such inherent limitations, there can be only reasonable, and not absolute, assurance that any system of disclosure controls and procedures will be successful in preventing all errors or fraud, or in making all material information known in a timely manner to appropriate levels of management.

Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were operating and effective at March 31, 2023.

The Company reports that no changes in its internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended March 31, 2023.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

Al Shimari, et al. v. L-3 Services, Inc. et al.

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2022 for the most recently filed information concerning the suit filed in the United States District Court for the Southern District of Ohio. The lawsuit names CACI International Inc, CACI Premier Technology, Inc. and former CACI employee Timothy Dugan as Defendants, along with L-3 Services, Inc. Plaintiffs seek, inter alia, compensatory damages, punitive damages, and attorney's fees.

In 2015, Defendant CACI Premier Technology, Inc. moved to dismiss Plaintiffs' claims based upon the political question doctrine. On June 18, 2015, the Court issued an Order granting Defendant CACI Premier Technology, Inc.'s motion to dismiss, and on June 26, 2015 entered a final judgment in favor of Defendant CACI Premier Technology, Inc.

On July 23, 2015, Plaintiffs filed a Notice of Appeal of the district court's June 2015 decision. On October 21, 2016, the Court of Appeals vacated and remanded the District Court's judgment with instructions for the District Court to make further determinations regarding the political question doctrine. The District Court conducted an initial status conference on December 16, 2016. On June 9, 2017, the District Court dismissed Plaintiff Rashid without prejudice from the action based upon his inability to participate. On July 19, 2017, CACI Premier Technology, Inc. filed a motion to dismiss the action on numerous legal grounds. The Court held a hearing on that motion on September 22, 2017, and denied the motion pending issuance of a written decision. On January 17, 2018, CACI filed a third-party complaint naming the United States and John Does 1-60, asserting claims for contribution, indemnification, exoneration and breach of contract in the event that CACI Premier Technology, Inc. is held liable to Plaintiffs, as Plaintiffs are seeking to hold CACI Premier Technology, Inc. liable on a co-conspirator theory and a theory of aiding and abetting. On February 21, 2018, the District Court issued a Memorandum Opinion and Order dismissing with prejudice the claims of direct abuse of the Plaintiffs by CACI personnel (Counts 1, 4 and 7 of the Third Amended Complaint) in response to the motion to dismiss filed by CACI on July 19, 2017, and denying the balance of the motion to dismiss. On March 14, 2018, the United States filed a motion to dismiss the third party complaint or, in the alternative, for summary judgment. On April 13, 2018, the Court held a hearing on the United States' motion to dismiss and took the matter under advisement. The Court subsequently stayed the part of the action against John Does 1-60.

On April 13, 2018, the Plaintiffs filed a motion to reinstate Plaintiff Rashid, which CACI opposed. On April 20, 2018, the District Court granted that motion subject to Plaintiff Rashid appearing for a deposition. On May 21, 2018, CACI filed a motion to dismiss for lack of subject matter jurisdiction based on a recent Supreme Court decision. On June 25, 2018, the District Court denied that motion. On October 25, 2018, the District Court conducted a pre-trial conference at which the District Court addressed remaining discovery matters, the scheduling for dispositive motions that CACI intends to file, and set a date of April 23, 2019 for trial, if needed, to start. On December 20, 2018, CACI filed a motion for summary judgment and a motion to dismiss based on the state secrets privilege. On January 3, 2019, CACI filed a motion to dismiss for lack of subject matter jurisdiction. On February 15, 2019, the United States filed a motion for summary judgment with respect to CACI's third-party complaint. On February 27, 2019, the District Court denied CACI's motion for summary judgment and motions to dismiss for lack of subject matter jurisdiction and on the state secrets privilege. On February 28, 2019, CACI filed a motion seeking dismissal on grounds of derivative sovereign immunity.

On March 22, 2019, the District Court denied the United States' motion to dismiss on grounds of sovereign immunity and CACI's motion to dismiss on grounds of derivative sovereign immunity. The District Court also granted the United States' motion for summary judgment with respect to CACI's third-party complaint. On March 26, 2019, CACI filed a Notice of Appeal of the District Court's March 22, 2019 decision. On April 2, 2019, the U.S. Court of Appeals for the Fourth Circuit issued an Accelerated Briefing Order for the appeal. On April 3, 2019, the District Court issued an Order cancelling the trial schedule and holding matters in abeyance pending disposition of the appeal. On July 10, 2019, the U.S. Court of Appeals for the Fourth Circuit heard oral argument in Spartanburg, South Carolina on CACI's appeal. On August 23, 2019, the Court of Appeals issued an unpublished opinion dismissing the appeal. A majority of the panel that heard the appeal held that rulings denying derivative sovereign immunity are not immediately appealable even where they present pure questions of law. The panel also ruled, in the alternative, that even if such a ruling was immediately appealable, review was barred because there remained disputes of material fact with respect to CACI's derivative sovereign immunity defenses. The Court of Appeals subsequently denied CACI's request for rehearing *en banc*. CACI then filed a motion to stay issuance of the mandate pending the filing of a petition for a writ of *certiorari.* On October 11, 2019, the Court of Appeals, by a 2-1 vote, denied the motion to stay issuance of the mandate. CACI then filed an application to stay issuance of the mandate with Chief Justice Roberts in his capacity as Circuit Justice for the U.S. Court of Appeals for the Fourth Circuit. After CACI filed that application, the Court of Appeals issued the mandate on October 21, 2019, returning jurisdiction to the district court. On October 23, Chief Justice Roberts denied the stay application "without prejudice to applicants filing a new application after seeking relief in the district court." CACI then filed a motion in the district court to stay the action pending filing and disposition of a petition for a writ of *certiorari.* On November 1, 2019, the district court granted CACI's motion and issued an Order staying the action until further order of the court. On November 15, 2019, CACI filed a petition for a writ of *certiorari* in the U.S. Supreme Court. On January 27, 2020, the U.S. Supreme Court issued an Order inviting the Solicitor General to file a brief in the case expressing the views of the United States. On August 26, 2020, the Solicitor General filed a brief recommending that CACI's petition for a writ of *certiorari* be held pending the Supreme Court's disposition of *Nestle USA, Inc. v. Doe,* cert. granted, No. 19-416 (July 2, 2020), and *Cargill, Inc. v. Doe,* cert. granted, No. 19-453 (July 2, 2020). The United States' brief recommended that if the Supreme Court's decisions in *Nestle* and *Cargill* did not effectively eliminate the claims in *Al Shimari,* then the Supreme Court should grant CACI's petition for a writ of *certiorari*. On June 17, 2021, the Supreme Court issued its decision in the *Nestle* and *Cargill* cases, holding that the allegations of domestic conduct in the cases were general corporate activity insufficient to establish subject matter jurisdiction. As a result, the Supreme Court remanded the cases for dismissal. On June 28, 2021, the Supreme Court denied CACI's petition for a writ of *certiorari.*

On July 16, 2021, the District Court granted CACI's consent motion to lift the stay of the action, and ordered the parties to submit status reports to the District Court by August 4, 2021. On July 23, 2021, CACI filed a motion to dismiss the action for lack of subject matter jurisdiction based on, among other things, the recent Supreme Court decision in the *Nestle* and *Cargill* cases. On August 4, 2021, the parties submitted status reports to the District Court.

On September 10, 2021, the Court conducted a hearing on CACI's motion to dismiss for lack of subject matter jurisdiction and took the motion under advisement. The Court issued an Order directing the plaintiffs to provide the Court with a calculation of specific damages sought by each plaintiff. In response, plaintiffs advised the Court that, if the case is tried, they do not intend to request a specific amount of damages.

On October 1, 2021, the plaintiffs filed an estimate of compensatory damages between $6.0 million and $9.0 million ($2.0 million to $3.0 million per plaintiff) and an estimate of punitive damages between $23.5 million and $64.0 million.

On July 18, 2022, CACI filed a second motion to dismiss for lack of subject matter jurisdiction based on recent decisions by the Supreme Court. On September 16, 2022, the District Court conducted a hearing on that motion and took the matter under advisement.

Abbass, et al v. CACI Premier Technology, Inc. and CACI International Inc, Case No. 1:13CV1186-LMB/JFA (EDVA)

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2022 for the most recently filed information concerning the suit filed in the United States District Court for the Eastern District of Virginia. The lawsuit names CACI International Inc and CACI Premier Technology, Inc. as Defendants. Plaintiffs seeks, inter alia, compensatory damages, punitive damages, and attorney's fees.

Since the filing of Registrant's report described above, the case remains stayed pending the outcome in the *Al Shimari* appeal.

We are vigorously defending the above-described legal proceedings, and based on our present knowledge of the facts, believe the lawsuits are completely without merit.

On September 13, 2021, the Court issued an Order directing plaintiffs' counsel to file a report advising the Court of the status of each plaintiff, and indicating that any plaintiff whom counsel is unable to contact may be dismissed from the action. On October 4, 2021, plaintiffs' counsel filed a memorandum stating that the action was brought by forty-six plaintiffs, and that plaintiffs' counsel was in contact with many of the plaintiffs but needed additional time to provide the Court with a final report. On October 4, 2021, the Court entered an Order extending plaintiffs' response to October 25, 2021. On October 25, 2021, plaintiffs' counsel filed a memorandum stating that he was in communication with 46 plaintiffs or their representatives.

Item 1A. Risk Factors

Reference is made to Part I, Item 1A, Risk Factors, in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2022. There have been no material changes from the risk factors described in that report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides certain information with respect to our purchases of shares of CACI International Inc's common stock:

Period	Total Number of Shares Purchased	Average Price Paid Per Share (1)	Total Number of Shares Purchased As Part of Publicly Announced Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (2)
January 2023	685,989	$ 295.11	685,989	2,035,384
February 2023	—	—	—	2,035,384
March 2023	44,963	282.98	44,963	1,992,440
Total	730,952	$ 294.36	730,952	

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(1) Average Price Paid Per Share includes commissions paid.
(2) Number of shares determined based on the closing share price of $296.28 as of March 31, 2023.

Refer to Note 9 – Earnings Per Share for further information on CACI's share repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

None

Item 6. Exhibits

			Incorporated by Reference		
Exhibit No.	Description	Filed with this Form 10-Q	Form	Filing Date	Exhibit No.
10.1	LIBOR Transition Amendment, dated as of April 12, 2023, among CACI International Inc and Bank of America, N.A., as administrative agent	X			
31.1	Section 302 Certification John S. Mengucci	X			
31.2	Section 302 Certification Jeffrey D. MacLauchlan	X			
32.1	Section 906 Certification John S. Mengucci	X			
32.2	Section 906 Certification Jeffrey D. MacLauchlan	X			
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)				
101.SCH	Inline XBRL Taxonomy Extension Schema Document				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101)				

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CACI International Inc

Registrant

Date: April 27, 2023	By:	/s/ John S. Mengucci John S. Mengucci President, Chief Executive Officer and Director (Principal Executive Officer)
Date: April 27, 2023	By:	/s/ Jeffrey D. MacLauchlan Jeffrey D. MacLauchlan Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)
Date: April 27, 2023	By:	/s/ Travis B. Johnson Travis B. Johnson Senior Vice President, Corporate Controller and Chief Accounting Officer (Principal Accounting Officer)

Exhibit 10.1

LIBOR TRANSITION AMENDMENT

THIS LIBOR TRANSITION AMENDMENT (this "Agreement"), dated as of April 12, 2023, is entered into among CACI INTERNATIONAL INC, a Delaware corporation (the "Borrower"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent").

RECITALS

WHEREAS, the Borrower, the Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent, have entered into that certain Amended and Restated Credit Agreement, dated as of December 13, 2021 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, certain loans and/or other extensions of credit (the "Loans") under the Credit Agreement incur or are permitted to incur interest, fees, commissions or other amounts based on the London Interbank Offered Rate as administered by the ICE Benchmark Administration ("LIBOR") in accordance with the terms of the Credit Agreement; and

WHEREAS, applicable parties under the Credit Agreement have determined in accordance with the Credit Agreement that LIBOR should be replaced with a successor rate in accordance with the Credit Agreement and, in connection therewith, the Administrative Agent has determined that certain conforming changes are necessary or advisable.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein (including on any Appendix attached hereto) shall have the meanings provided to such terms in the Credit Agreement, as amended by this Agreement.

2. Agreement. Notwithstanding any provision of the Credit Agreement or any other document related thereto (the "Loan Documents") to the contrary, the parties hereto hereby agree that the terms set forth on Appendix A shall apply to the Loans. For the avoidance of doubt, to the extent provisions in the Credit Agreement apply to the Loans and such provisions are not specifically addressed by Appendix A, the provisions in the Credit Agreement shall continue to apply to the Loans.

3. Conflict with Loan Documents. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the other Loan Documents, the terms hereof shall control.

4. Conditions Precedent. This Agreement shall become effective on April 3, 2023 (the "Amendment Effective Date") upon (a) receipt by the Administrative Agent of counterparts of this Agreement, properly executed by the Borrower and the Administrative Agent and (b) the occurrence of the sixth (6^{th}) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. on the fifth (5^{th}) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

5. Payment of Expenses. The Borrower agrees to reimburse the Administrative Agent for all reasonable and documented fees, charges and disbursements of the Administrative Agent in connection with the preparation, execution and delivery of this Agreement, including all reasonable and documented fees, charges and disbursements of counsel to the Administrative Agent (paid directly to such counsel if requested in writing by the Administrative Agent), in each case, to the extent required under Section 11.04 of the Credit Agreement.

6. Miscellaneous.

(a) The Loan Documents, and the obligations of the Borrower and the Guarantors under the Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Agreement is a Loan Document.

(b) The Borrower (i) acknowledges and consents to all of the terms and conditions of this Agreement, (ii) affirms all of its obligations under the Loan Documents, (iii) agrees that this Agreement and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Loan Documents, (iv) agrees that the Collateral Documents continue to be in full force and effect and are not impaired or adversely affected in any manner whatsoever, (v) confirms its grant of security interests pursuant to the Collateral Documents to which it is a party as Collateral for the Obligations, and (vi) acknowledges that all Liens granted (or purported to be granted) pursuant to the Collateral Documents remain and continue in full force and effect in respect of, and to secure, the Obligations.

(c) The Borrower represents and warrants that:

(i) This Agreement has been duly executed and delivered by the Borrower and constitutes a valid and binding obligation of the Borrower, enforceable against it in accordance with the terms hereof, except (A) as enforceability may be limited by applicable Debtor Relief Laws, by fraudulent conveyance laws or by equitable principles relating to enforceability, (B) as enforceability of the Liens granted under the Loan Documents may be limited by anti-assignment provisions in contracts with Governmental Authorities that are not rendered ineffective by applicable Law and (C) as enforceability may be limited by the effect of foreign Laws, rules and regulations as they relate to pledges, if any, of Equity Interests in Foreign Subsidiaries.

(ii) The execution, delivery and performance by the Borrower of this Agreement and performance by the Borrower of this Agreement have been duly authorized by all necessary corporate or other organizational action, and do not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any material Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or of its Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower its property is subject or (C) violate any material law.

(iii) Before and after giving effect to this Agreement, (A) all representations and warranties of the Borrower set forth in the Loan Documents are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality (after giving effect to such materiality qualification)) on and as of the Amendment Effective Date (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality (after giving effect to such materiality qualification)) as of such earlier date), and (B) no Event of Default exists.

(d) This Agreement may be in the form of an electronic record (in ".pdf" form or otherwise) and may be executed using electronic signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts shall be one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed Agreement which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Agreement converted into another format, for transmission, delivery and/or retention.

(e) Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER: CACI INTERNATIONAL INC,
a Delaware corporation

By: /s/ Jeffrey D. MacLauchlan
Name: Jeffrey D. MacLauchlan
Title: Executive Vice President, Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT: BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Erik M. Truette
Name: Erik M. Truette
Title: Vice President

Appendix A

TERMS APPLICABLE TO TERM SOFR LOANS

1. Defined Terms. The following terms shall have the meanings set forth below:

"Base Rate" means for any day a fluctuating rate of interest per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the Prime Rate and (c) Term SOFR plus 1.00%; and if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 of the Credit Agreement, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Term SOFR Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01 of the Credit Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Administrative Agent's Office is located.

"CME" means CME Group Benchmark Administration Limited.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR or Term SOFR, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "Term SOFR" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

"Eurodollar Rate" means Eurodollar Rate as defined in the Credit Agreement.

"Eurodollar Rate Loans" means a Loan that bears interest at a rate based on the Eurodollar Rate.

"Interest Payment Date" means, as to any Term SOFR Loan, the last day of each Interest Period applicable to such Loan and the applicable Maturity Date; provided, however, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates.

"Interest Period" means as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one, three or six months thereafter, as selected by the Borrower in its Loan Notice, or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders and the Administrative Agent (in the case of each requested Interest Period, subject to availability); provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, such

Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"Loan Notice" means a Loan Notice as defined in the Credit Agreement, and such term shall be deemed to include the Loan Notice attached hereto as Exhibit A.

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" means 0.10% (10 basis points) for an Interest Period of one-month's duration, 0.15% (15 basis points) for an Interest Period of three-month's duration and 0.25% (25 basis points) for an Interest Period of six-months' duration.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to such date with a term of one month commencing that day; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto;

provided that if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a Term SOFR Loan.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

2. Terms Applicable to Term SOFR Loans. From and after the Amendment Effective Date, the parties hereto agree as follows:

(a) Impacted Loans. (i) Dollars shall not be considered a currency for which there is a published LIBOR rate and (ii) any request for a new Eurodollar Rate Loan, or to continue an existing Eurodollar Rate Loan, shall be deemed to be a request for a new Loan bearing interest at Term SOFR; provided, that, to the extent any Loan bearing interest at the Eurodollar Rate is outstanding on the Amendment Effective Date, such Loan shall continue to bear interest at the Eurodollar Rate until the end of the current Interest Period or payment period applicable to such Loan (which shall include, for the avoidance of doubt, the Amendment Effective Date).

(b) References to Eurodollar Rate and Eurodollar Rate Loans in the Credit Agreement and Loan Documents.

(i) References to the Eurodollar Rate and Eurodollar Rate Loans in provisions of the Credit Agreement and the other Loan Documents that are not specifically addressed herein (other than the definitions of Eurodollar Rate and Eurodollar Rate Loan) shall be deemed to include Term SOFR and Term SOFR Loans, as applicable.

(ii) For purposes of any requirement for the Borrower to compensate Lenders for losses in the Credit Agreement resulting from any continuation, conversion, payment or prepayment of any Loan on a day other than the last day of any Interest Period (as defined in the Credit Agreement), references to the Interest Period (as defined in the Credit Agreement) shall be deemed to include any relevant interest payment date or payment period for a Term SOFR Loan.

(c) Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Benchmark Replacement) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes or Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Benchmark Replacement) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Benchmark Replacement) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

(d) Borrowings, Conversions, Continuations and Prepayments of Term SOFR Loans. In addition to any other borrowing or prepayment requirements set forth in the Credit Agreement:

(i) Term SOFR Loans. Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Loan Notice. Each such Loan Notice must be received by the Administrative Agent not later than 11:00 a.m.

(Eastern time) two Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans or of any conversion of Term SOFR Loans to Base Rate Loans. Each Borrowing of, conversion to or continuation of Term SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof. Each Loan Notice shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Term SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of a Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, or, in the case of any continuation of any Term SOFR Loan, shall be automatically continued as, a Term SOFR Loan with an Interest Period of one month. If the Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(ii) Conforming Changes. With respect to SOFR or Term SOFR, the Administrative Agent will have the right, in consultation with the Borrower, to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(iii) Loan Notice. For purposes of a Borrowing of Term SOFR Loans, a conversion to Term SOFR Loans or a continuation of a Term SOFR Loan, the Borrower shall use the Loan Notice attached hereto as Exhibit A.

(iv) Voluntary Prepayments of Term SOFR Loans. The Borrower may, upon notice to the Administrative Agent pursuant to delivery to the Administrative Agent of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay the Term SOFR Loans in whole or in part without premium or penalty (except as otherwise specified in the Credit Agreement); provided that such notice must be received by the Administrative Agent not later than 11:00 a.m. (Eastern time) two Business Days prior to any date of prepayment of Term SOFR Loans.

(e) Interest.

(i) Subject to the provisions of Section 2.08(b) of the Credit Agreement, each Term SOFR Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the sum of Term SOFR plus the Applicable Rate.

(ii) Interest on each Term SOFR Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified in the Credit Agreement; provided, that any prepayment of any Term SOFR Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05 of the Credit Agreement. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any debtor relief law.

(f) Computations. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest with respect to Term SOFR Loans shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a) of the Credit Agreement, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(g) Successor Rates. The provisions in the Credit Agreement addressing the replacement of a current Benchmark shall be deemed to apply to Term SOFR Loans and Term SOFR, as applicable, and the related defined terms shall be deemed to include Term SOFR.

Exhibit A

FORM OF LOAN NOTICE
(Term SOFR Loans)

Date: ___________, _____[1]

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement, dated as of December 13, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among CACI INTERNATIONAL INC, a Delaware corporation (the "Borrower"), the Guarantors party thereto, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

The undersigned hereby requests (select one)[2]:

[Revolving Loans]

Indicate: Borrowing, Conversion or Continuation	**Indicate**: Requested Date Of Borrowing, Conversion or Continuation	**Indicate**: Requested Amount	**Indicate**: Term SOFR Loans	**For Term SOFR Loans Indicate:** Interest Period (e.g., 1, 3 or 6 month interest period)

[Tranche A-1 Term Loan]

[1] Note to Borrower. All requests submitted under a single Loan Notice must be effective on the same date. If multiple effective dates are needed, multiple Loan Notices will need to be prepared and signed.
[2] Note to Borrower. For multiple borrowings, conversions and/or continuations for a particular facility, fill out a new row for each borrowing/conversion and/or continuation.

Indicate: Borrowing, Conversion or Continuation	**Indicate**: Requested Date Of Borrowing, Conversion or Continuation	**Indicate**: Requested Amount	**Indicate**: Term SOFR Loans	**For Term SOFR Loans Indicate:** Interest Period (e.g., 1, 3 or 6 month interest period)

The Borrowing, if any, requested herein complies with the requirements set forth in the Credit Agreement.

CACI INTERNATIONAL INC, a Delaware corporation

By:__

Name: [Type Signatory Name]

Title: [Type Signatory Title]

Exhibit 31.1

Section 302 Certification

I, John S. Mengucci, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: April 27, 2023

/s/ JOHN S. MENGUCCI

John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

Section 302 Certification

I, Jeffrey D. MacLauchlan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal controls over financial reporting.

Date: April 27, 2023

/s/ Jeffrey D. MacLauchlan

Jeffrey D. MacLauchlan
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)

Exhibit 32.1

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned President and Chief Executive Officer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2023

/s/ JOHN S. MENGUCCI

John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned Executive Vice President, Chief Financial Officer and Treasurer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2023

/s/ JEFFREY D. MACLAUCHLAN

Jeffrey D. MacLauchlan
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)