

2. Amendment/Modification No. P00001	3. Effective Date 2004SEP09	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-ABGB ROBERT BEARDSLEE (586)574-8071 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BEARDSLR@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA BALTIMORE 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299	Code	S2101A
			SCD C PAS NONE ADP PT HQ0338		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PROSPECTIVE TECHNOLOGY INC 7413 SWAN POINT WAY COLUMBIA, MD. 21045-5055  TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-04-C-0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2004MAY25
Code 064X2	Facility Code	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
ACRN: AB NET INCREASE: \$10,238.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) Exercise Option	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) MICHAEL L. CIONI CIONIM@TACOM.ARMY.MIL (586)574-7070		
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2004SEP09

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 7**

PIIN/SIIN W56HZV-04-C-0002

MOD/AMD P00001

**Name of Offeror or Contractor:** PROSPECTIVE TECHNOLOGY INC

## SECTION A - SUPPLEMENTAL INFORMATION

1. Unilateral Modification P00001 accomplishes one purpose as follows:

It exercises 130 hours of the 11,547 hours available under Section H.18 (Option 1), for the Contractor to perform Work Directive (WD) 02. Under WD 02, the Contractor shall prepare a National Environmental Policy Act (NEPA) document for the Landing Craft Mechanized-8 (LCM-8), Modification II. After this action, the remaining Section H.18 (Option 1) hours available are 11,417.

2. Create SubCLIN 0001AB in Contract Section B (Supplies or Services and Places/Costs), in the amount of \$10,238 (\$9,544 Cost, plus \$694 Fixed-Fee).

3. Increase the CLIN 0001 and Contract amounts by \$10,238, from \$45,675 to \$55,913, and increase the CLIN 0001 hours by 130, from 580 to 710. Revise the CLIN 0001 Cost, Fee, and Cost-Plus-Fixed-Fee (CPFF) amounts as follows:

	Previous	Increase (Mod. P00001)	Revised
Est. Cost:	\$42,578	\$ 9,544	\$52,122
Fixed Fee:	<u>\$ 3,097</u>	<u>\$ 694</u>	<u>\$ 3,791</u>
Total CPFF:	\$45,675	\$10,238	\$55,913

4. Sections B, G (Contract Administration Data), F (Deliveries or Performance), and H (Special Contract Requirements) have been revised to reflect the changes resulting from Modification P00001. The changed pages are attached.

5. Except for the changes resulting from this Modification P00001, all other contractual terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0002 MOD/AMD P00001

Name of Offeror or Contractor: PROSPECTIVE TECHNOLOGY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work," and in the applicable Work Directive (WD)</p> <p>Est.Cost: \$ 52,122 *                      Fixed Fee: \$ 3,791 *                      Total Amount: \$ 55,913 *</p> <p>No. of Hours: 710 *</p> <p>* Revised by Modification P00001</p> <p>(End of narrative A001)</p>				
0001AA	<p><u>M/E TEAM SUPPORT SERVICES</u></p> <p>NOUN: POLL PREV - ENVIR MGMT SYSTEM                      PRON: R343J121R3 PRON AMD: 01 ACRN: AA                      AMS CD: 42301211000</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 45,675.00
0001AB	<p><u>M/E TEAM SUPPORT SERVICES</u></p> <p>NOUN: LCM8 MOD II - NEPA DOC                      PRON: PL36HL792T PRON AMD: 01 ACRN: AB                      AMS CD: 53901110185</p> <p>Engineering/Management/Technical Hours. Specified Level-of-Effort in support of the Scope of Work (SOW) as set forth in Section C, and WD 02 (Prepare National Environmental Policy Act (NEPA) document for the Landing Craft Mechanized-8 (LCM-8)).</p>				\$ 10,238.00

CONTINUATION SHEET

Reference No. of Document Being Continued  
**PIIN/SIIN** W56HZV-04-C-0002      **MOD/AMD** P00001

Name of Offeror or Contractor: PROSPECTIVE TECHNOLOGY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Est. Cost:       \$ 9,544 *</p> <p>Fixed Fee:       \$ 694 *</p> <p>Total CPPF:     \$ 10,238 *</p> <p>No. of Hours: 130 *</p> <p>* CLIN 0001AB added by Modification P00001</p>  <p>(End of narrative B001)</p>  <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p>  <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>SEE WD 02</td> </tr> </table> <p style="text-align: right;">\$ 10,238.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	SEE WD 02				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	SEE WD 02												

**Name of Offeror or Contractor:** PROSPECTIVE TECHNOLOGY INC

B.1 Estimated Cost, Fixed Fee and Payment

B.1.1 The estimated cost to the Government for performance of level-of-effort (LOE) work hours under the Contract is set forth in Section B. In consideration of performance of the work hours specified, the Government will pay the Contractor the Estimated Cost amount shown opposite each Contract Line Item Number (CLIN) awarded. The amount shown shall constitute the estimated cost for purpose of Contract clause I42, entitled, "Limitation of Cost," FAR 52.232-20 (Apr 1984), but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite each applicable CLIN for the performance of LOE work hours under the CLIN, and in accordance with the terms of Contract Clause I21, entitled, "Fixed Fee," FAR 52.216-8 (Mar 1997). The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's work in connection with the cost-plus-fixed-fee (CPFF) LOE performed under this Contract. For each CLIN, payment of fixed fee shall be in the same proportion as the number of hours performed as to the total number of hours on the CLIN, subject to any withholding pursuant to the provisions of this Contract.

B.1.3 The estimated cost and fixed fee are based upon the Contractor furnishing a specific LOE during the period set forth in Sections B and F. To support payment for work performed under this Contract, the Contractor shall state on each voucher submitted the LOE expended and shall certify that the LOE has been expended in the accomplishment of work called for by the Contract. The Contractor may submit public vouchers bi-monthly for payment of the LOE work under this Contract. Expenditure of labor hours in excess of this amount is not authorized.

B.1.4 Allowable cost shall be determined and payment thereof shall be provided in accordance with Contract clause I20, entitled, "Allowable Cost and Payment," FAR 52-216-7 (Dec 2002).

B.2 Work Directives / Modifications

The LOE work authorized under this Contract shall be segregated by work directive. Each work directive shall identify the CLIN it can be charged against and, in no instance will a work directive be billed against any other CLIN.

B.3 Options

Refer to Sections H.18 through H.20 for Option provisions. The option hourly rates are as follows:

Option H.18	\$78.75 per hour	11,417 hours available *
Option H.19	\$81.38 per hour	12,116 hours available
Option H.20	\$84.03 per hour	12,249 hours available

\* Revised by Modification P00001

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**MOD/AMD** P00001

**Name of Offeror or Contractor:** PROSPECTIVE TECHNOLOGY INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0001AB	P136H1792T 53901110185 A13P51851CWA	AB	2 3ZCW05	0.00 \$	10,238.00 \$	10,238.00
				NET CHANGE \$	10,238.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AB	21 32035000031C1C09P5390113230 S20113	W56HZV	\$ 10,238.00
				NET CHANGE \$ 10,238.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 45,675.00	\$ 10,238.00	\$ 55,913.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 7</b>
	PIIN/SIIN W56HZV-04-C-0002	MOD/AMD P00001
<b>Name of Offeror or Contractor:</b> PROSPECTIVE TECHNOLOGY INC		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.18 OPTION 1 - Option for Level of Effort Hours - Year 1 (through 12 months after award)

The Government shall have the unilateral right to award the level of effort specified by Contract Line Item Numbers (CLINs) awarded under Option Year 1, up to 12,127 hours, for an estimated cost per manhour of \$73.41, and fixed fee per manhour of \$5.34. The Procuring Contracting Officer (PCO) has the right to exercise this option through 12 months after award, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option, or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 12,127 manhours. Of the 12,127 hours originally available, 710 hours have been exercised, and 11,417 hours remain. \*

\* Revised by Modification P00001

H.19 OPTION 2 - Option for Level of Effort Hours - Year 2 (through 24 months after award)

The Government shall have the unilateral right to award the level of effort specified by CLINs awarded under Option Year 2 up to 12,116 hours for an estimated cost per manhour of \$75.87, and fixed fee per manhour of \$5.51. The PCO has the right to exercise this option through 24 months after award, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 12,116 manhours. Of the 12,116 hours originally available, 0 hours have been exercised, and 12,116 hours remain.

H.20 OPTION 3 - Option for Level of Effort Hours - Year 3 (through 36 months after award)

The Government shall have the unilateral right to award the level of effort specified by CLINs awarded under Option Year 3 up to 12,249 hours for an estimated cost per manhour of \$78.33, and fixed fee per manhour of \$5.70. The PCO has the right to exercise this option through 36 months after award, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 12,249 manhours. Of the 12,249 hours originally available, 0 hours have been exercised, and 12,249 hours remain.

H.21 SERVICES TO BE PERFORMED

The parties to the contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Statement of Work set forth herein and as further defined in Work Directive(s) signed by the PCO. This is to insure that the policies in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and Department of Defense (DOD) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

The parties agree that the Contractor personnel rendering the services under this contract are not subject, either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the Statement of Work in the Work Directives signed by the PCO.

\*\*\* END OF NARRATIVE H 001 \*\*\*