

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 16-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. N66604-5209-004B-996	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NUWC, NEWPORT DIVISION
 Simonpietri Drive, Building 11
 Newport RI 02841-1706
 brian.rochelle@navy.mil 401-832-4278

DCMA Manassas
 10500 BATTLEVIEW PARKWAY, SUITE 200
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Future Technologies 3877 Fairfax Ridge Drive Suite 100N Fairfax VA 22030	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-04-D-4051-N401 10B. DATED (SEE ITEM 13) 17-Mar-2006
CAGE CODE 07HL3 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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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)
 SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) and FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jay Kasi, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andrew C Nagelhout, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Jay Kasi <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 16-Dec-2013
	16B. UNITED STATES OF AMERICA BY /s/Andrew C Nagelhout <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 16-Dec-2013

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0338, 601/J. Sheehy, 60A/B. Carvalho.

FSC: R414

NUWCDIVNPT Control #: 140503

NUWCDIVNPT Requisition #(s): N66604-5209-004B-996

NUWCDIVNPT POC: Brian Rochelle (See cover page for e-mail address and telephone number.)

The purpose of this modification is to deobligate funding from SLINS 410001 and 130003.

SECTION B - Deobligate funding as follows:

Decrease SLIN 410001 from \$45,000.00 by (\$22,592.95) to \$22,407.05.

Decrease SLIN 130003 from \$37,505.00 by (\$12,339.35) to \$25,165.65

SECTION G - LLAs A1/410001 and A1/130003 are decreased by this modification.

SECTION H - Revise Clause H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JUN 2008) to reflect a decrease in funding as a result of this deobligation.

The total funding obligated for this task order is hereby decreased from **\$345,246.00** by **(\$34,932.30)** to **\$310,313.70**.

Contractor's Statement of Release: In consideration of the modification agreed regarding the deobligation of funds as cited above, the Contractor hereby releases the Government from any and all liability under this contract regarding further funding of SLINs 410001 and 130003.

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000	Code 60						\$0.00
		functional, management and administrative services					
Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1100	R425	Base Period (Fund Type - OTHER)	2000.0	HR	██████████	██████████	\$67,687.00
110001	R425	Funding ACRN A1 (Fund Type - OTHER)					
110002	R425	Funding ACRN A1 (Fund Type - OTHER)					
1200	R425	Option 1 (Fund Type - OTHER)	2000.0	HR	██████████	██████████	\$70,036.00
120001	R425	Funding A1 (Fund Type - OTHER)					
1300	R425	Option 2 (Fund Type - OTHER)	4000.0	HR	██████████	██████████	\$147,523.00
130001	R425	A1 \$72,518.00 (Fund Type - OTHER)					
130002	R425	A1 \$37,500.00 (Fund Type - OTHER)					
130003	R425	A1 \$25,165.65 (\$37,505.00 - \$12,339.35 in Mod 14) (Fund Type - OTHER)					
4000	Code 60						\$0.00
		functional, management and administrative services					
Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Cumulative Funding 210241.00

MOD 10

130002 N66604-9070-5295 37500.00
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2P 000000 60000760V110
 Standard Number: 0049966

MOD 10 Funding 37500.00
 Cumulative Funding 247741.00

MOD 11

130003 N66604-9286-1191 37505.00
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2P 000000 60000760V110
 Standard Number: 0049966

MOD 11 Funding 37505.00
 Cumulative Funding 285246.00

MOD 12

410001 N66604-0106-7085 45000.00
 LLA :
 A1 97X4930.NH6A 000 7777 0 066604 2P 8E0014 60100760V110
 Standard Number: 0049966

MOD 12 Funding 45000.00
 Cumulative Funding 330246.00

MOD 13

410002 N66604-1004-8064 15000.00
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2P 000000 60100760V110
 Standard Number: 0049966

MOD 13 Funding 15000.00
 Cumulative Funding 345246.00

MOD 14

130003 N66604-9286-1191 (12339.35)
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2P 000000 60000760V110
 Standard Number: 0049966

410001 N66604-0106-7085 (22592.95)
 LLA :
 A1 97X4930.NH6A 000 7777 0 066604 2P 8E0014 60100760V110
 Standard Number: 0049966

MOD 14 Funding -34932.30
 Cumulative Funding 310313.70

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is therefore **decreased from \$345,246.00 by \$34,932.30.00 to \$310,313.70**. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in

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excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: 31 MAR 2011

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

<u>INDIVIDUAL</u>	<u>CATEGORY</u>
JANET IGO	MANAGEMENT ANALYST I

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: See Attachment #2, Government Furnished Property.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car