

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF

1

3

2. AMENDMENT/MODIFICATION NO.

M005

3. EFFECTIVE DATE

July 16, 2011

4. REQUISITION/PURCHASE REQ. NO.

ASB-11-009

5. PROJECT NO (If applicable)

Dated 03/29/11

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner -TWB-01-B10
Information Mgmt and Technology Branch
Washington DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ONSTREAM MEDIA CORPORATION

ATTN: GEORGE STEMPER

1291 SW 29TH AVE

POMPANO BEACH FL 330694359

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS35F0211S NRC-DR-21-08-497

10B. DATED (SEE ITEM 13)

X 07-16-2008

CODE B09047038

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 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 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)

See Block 14 for Accounting and Appropriation Data

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

(X) 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

Unilateral

X FAR Clause 52-217-9, Option to Extend the Term of Contract

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)

The purpose of this modification is to exercise Option Year 3 and provide incremental funding of \$50,000.00.

Accounting and Appropriation Data for Modification No. 5 under Delivery Order No. NRC-DR-21-08-497 is as follows:

FFS#: 112105 B&R#: 2011-7D-17-4-156 JOB CODE#: N7333 BOC#: 252A APPN#: 31X0200 OBLIGATION AMOUNT: \$50,000.00

Ceiling: \$773,420.00 (Changed)

Total Obligation Amount: \$368,370.00 (Changed)

July 16, 2008 - July 15, 2012 (Changed)

SEE THE FOLLOWING PAGES FOR MODIFICATION DETAILS

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 A. Turner,
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

07-15-2011

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 28 2011

ADM002

The purpose of this modification is to: (1) exercise option year three in accordance with FAR Clause 52-217-9, "Option to Extend the Term of the Contract," and Contract Clause B.3, entitled, "Period of Performance," thereby extending the term of the delivery order through July 15, 2012. As a result of this action, the ceiling amount is increased by \$177,200.00 from \$596,220.00 to \$773,420.00, (2) obligate FY'11 funds in the amount of \$50,000.00, thereby increasing the obligated amount of the delivery from \$318,370.00 to \$368,370.00, and (3) revise Subsection C.2, entitled, "Availability of Funds for the Next Fiscal Year."

Accordingly, the following changes are hereby made:

1. Subsection B.2 - CONSIDERATION AND OBLIGATION - DELIVERY ORDERS, is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order is **\$773,420.00**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery."

"(b) The amount presently obligated with respect to this delivery order is **\$368,370.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole."

2. Subsection B.3.8 - PERIOD OF PERFORMANCE, is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period for this contract shall commence on July 16, 2008, and will expire on July 15, 2012. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216.18 - Ordering). The term of his contract may be extended at the option of the Government for an additional one-year period."

3. Subsection C.8 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR, is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are not presently available for performance under this contract beyond July 15, 2012. The Governments's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond July 15, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

A summary of obligations for this delivery order from award date through the date of this action is given below:

Total FY'08 Obligation Amount	\$ 43,370.00
Total FY'09 Obligation Amount	\$175,000.00
Total FY'10 Obligation Amount	\$100,000.00
Total FY'11 Obligation Amount	\$ 50,000.00

Cumulative Total of NRC Obligations: \$368,370.00.

This modification obligates FY'11 funds in the amount of \$50,000.00.

All other terms and conditions under this delivery order contract remains unchanged.