

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 03-01-2004	2. CONTRACT NO. (if any) GS-35F-0639N	6. SHIP TO:	
3. ORDER NO. DR-02-04-007	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. NMS-04-007	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Contract Management Center No. 1 Division of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Carolyn Boyle, 301-415-7818	
7. TO:		b. STREET ADDRESS Mail Stop, T8-A23	c. CITY Washington
NAME OF CONTRACTOR		d. STATE DC	e. ZIP CODE 20555
Mallett Technology, Inc. (DUNS #: 147316285) ATTN: Janice J. Hockenbery, Customer Service Manager Tel. #: 724-746-7000 x10 121 Hillpointe Drive, Suite 300  Canonsburg PA 15317		f. SHIP VIA	
		8. TYPE OF ORDER	
		<input type="checkbox"/> a. PURCHASE ORDER	<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER
		Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: J5497      B & R NUMBER: 45015203160 BOC: 252A              FUND SOURCE: 31X0200	\$41,096.23 10. REQUISITIONING OFFICE NMSS
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE As stated	16. DISCOUNT TERMS Net 30 days
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	
a. INSPECTION	b. ACCEPTANCE	Heriberto (Eddie) Colón, Jr. 301-415-7135	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Under this Delivery Order, the Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with ANSYS Technical Enhancements and Customer Support (TECS) for the NRC paid-up &amp; Term (Leased) ANSYS Software Licenses listed in ATTACHMENT #1, SCHEDULE, in accordance with the terms and conditions of GSA Schedule Contract No. GS-35F-0639N.</p> <p>NRC POINTS OF CONTACT: NRC Project Officer - Carolyn Boyle, Tel. #: 301-415-7818 NRC Technical Project Managers - James Thomas, Tel. #: 301-415-6599 or Christopher Bajwa, Tel. #: 301-415-1237</p> <p>PERIOD OF PERFORMANCE: 03/01/2004 - 02/28/2005 (Base Year)</p> <p>OPTION YEAR 1: (03/01/2005 - 02/28/2006)-----\$73,532.96 OPTION YEAR 2: (03/01/2006 - 02/28/2007)-----\$73,532.96 OPTION YEAR 3: (03/01/2007 - 02/29/2008)-----\$73,532.96</p>					

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$41,096.23	SUBTOTAL
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO:				
	a. NAME U.S. Nuclear Regulatory Commission Div. of Contracts, Mail Stop: T7-I2				
	b. STREET ADDRESS (or P.O. Box) ATTN: DR-02-04-007 (Submit Invoices in Triplicate)				
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$41,096.23	17(h) TOTAL (Cont. pages)  17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Sharon D. Stewart Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE-ADMOU2

ADMOU2 OPTIONAL FORM 347 (6/95)



**DELIVERY ORDER TERMS AND CONDITIONS**

**NOT SPECIFIED IN THE CONTRACT**

**A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20**

**A.2 OTHER APPLICABLE CLAUSES**

[X] See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

[X] 52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

[X] 52.217-9, Option to Extend the Term of the Contract

**A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$65,423.79. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$41,096.23. 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 contract. The obligated amount shall, at no time, exceed the contract 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A.4 52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES  
(JAN 1997)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years..

#### **A.7 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name: Carolyn Boyle

Address:

Telephone Number: 301-415-7818

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

#### **A.8 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### **A.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information

to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
<b>BASE YEAR:</b>						
<b>SERVER "HQ_S07637"</b>						
001	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2004 – 02/28/2005)	\$	\$ 5,250.38
002	ANSYS FLOTTRAN add on (Part #: M-ANSYS8)			(03/01/2004 – 02/28/2005)	\$	\$ 1,677.58
003	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2004 – 02/28/2005)	\$	\$ 362.72
004	ANSYS LS-DYNA Drop Test Module (Part #: M-ANSYS33)			(03/01/2004 – 02/28/2005)	\$	\$ 906.80
005	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2004 – 02/28/2005)	\$	\$ 5,250.38
006	ANSYS LS-DYNA PrepPost add on (Part #: M-ANSYS9)			(03/01/2004 – 02/28/2005)	\$ 1,051.89	\$ 1,051.89
<b>SUB-TOTAL:</b>						<b>\$ 14,499.75</b>
<b>SERVER "SFP01"</b>						
007	Parallel Performance for ANSYS (Part #: M-ANSYS27)			(03/01/2004 – 02/28/2005)	\$	\$ 5,440.81
008	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2004 – 02/28/2005)	\$	\$ 5,250.38
009	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2004 – 02/28/2005)	\$	\$ 362.72
<b>SUB-TOTAL:</b>						<b>\$ 11,053.91</b>
010	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(07/15/2004 – 02/28/2005) prorated lease	\$ 5,972.78	\$ 5,972.78

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
011	ANSYS LS-DYNA PrepPost add on (LEASE) (Part #: T-ANSYS8)			(07/15/2004 – 02/28/2005) prorated lease	\$	\$ 7,542.53
					<b>SUB-TOTAL:</b>	\$ 13,515.31
<b>SERVER "PT07058"</b>						
012	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2004 – 02/28/2005)	\$	\$ 5,250.38
013	ANSYS LS-DYNA add on (Part #: M-ANSYS11)			(03/01/2004 – 02/28/2005)	\$	\$ 5,041.81
					<b>SUB-TOTAL:</b>	\$ 10,292.19
<b>SERVER "TERMINATOR"</b>						
014	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2004 – 02/28/2005)	\$	\$ 5,250.38
					<b>SUB-TOTAL:</b>	\$ 5,250.38
<b>OPTIONAL SERVICES</b>						
015	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(OPTIONAL 6-MONTH LEASE)	\$	\$ 4,778.24
016	ANSYS LS-DYNA add on (LEASE) (Part #: T-ANSYS8)			(OPTIONAL 6-MONTH LEASE)	\$	\$ 6,034.01
					<b>SUB-TOTAL:</b>	\$ 10,812.25
<b>TOTAL ESTIMATED AMOUNT - BASE YEAR:</b>						\$ 65,423.79

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
<b>OPTION YEAR 1:</b>						
<b>SERVER "HQ_S07637"</b>						
001	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2005 – 02/28/2006)	\$	\$ 5,250.38
002	ANSYS FLOTTRAN add on (Part #: M-ANSYS8)			(03/01/2005 – 02/28/2006)	\$	\$ 1,677.58
003	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2005 – 02/28/2006)	\$	\$ 362.72
004	ANSYS LS-DYNA Drop Test Module (Part #: M-ANSYS33)			(03/01/2005 – 02/28/2006)	\$	\$ 906.80
005	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2005 – 02/28/2006)	\$	\$ 5,250.38
006	ANSYS LS-DYNA PrepPost add on (Part #: M-ANSYS9)			(03/01/2005 – 02/28/2006)	\$	\$ 1,051.89
					<b>SUB-TOTAL:</b>	<b>\$ 14,499.75</b>
<b>SERVER "SFP01"</b>						
007	Parallel Performance for ANSYS (Part #: M-ANSYS27)			(03/01/2005 – 02/28/2006)	\$	\$ 5,440.81
008	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2005 – 02/28/2006)	\$	\$ 5,250.38
009	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2005 – 02/28/2006)	\$	\$ 362.72
					<b>SUB-TOTAL:</b>	<b>\$ 11,053.91</b>
010	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(03/01/2005 – 02/28/2006)	\$ 9,556.47	\$ 9,556.47



## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
011	ANSYS LS-DYNA PrepPost add on (LEASE) (Part #: T-ANSYS8)			(03/01/2005 - 02/28/2006)	\$	\$ 12,068.01
					<b>SUB-TOTAL:</b>	<b>\$ 21,624.48</b>
<b>SERVER "PT07058"</b>						
012	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2005 - 02/28/2006)	\$	\$ 5,250.38
013	ANSYS LS-DYNA add on (Part #: M-ANSYS11)			(03/01/2005 - 02/28/2006)	\$	\$ 5,041.81
					<b>SUB-TOTAL:</b>	<b>\$ 10,292.19</b>
<b>SERVER "TERMINATOR"</b>						
014	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2005 - 02/28/2006)	\$	\$ 5,250.38
					<b>SUB-TOTAL:</b>	<b>\$ 5,250.38</b>
<b>OPTIONAL SERVICES</b>						
015	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(OPTIONAL 6-MONTH LEASE)	\$	\$ 4,778.24
016	ANSYS LS-DYNA add on (LEASE) (Part #: T-ANSYS8)			(OPTIONAL 6-MONTH LEASE)	\$	\$ 6,034.01
					<b>SUB-TOTAL:</b>	<b>\$ 10,812.25</b>
<b>TOTAL ESTIMATED AMOUNT - OPTION YEAR 1:</b>						<b>\$ 73,532.96</b>

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
<b>OPTION YEAR 2:</b>						
<b>SERVER "HQ_S07637"</b>						
001	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 5,250.38
002	ANSYS FLOTRAN add on (Part #: M-ANSYS8)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 1,677.58
003	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 362.72
004	ANSYS LS-DYNA Drop Test Module (Part #: M-ANSYS33)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 906.80
005	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 5,250.38
006	ANSYS LS-DYNA PrepPost add on (Part #: M-ANSYS9)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 1,051.89
					<b>SUB-TOTAL:</b>	<b>\$ 14,499.75</b>
<b>SERVER "SFP01"</b>						
007	Parallel Performance for ANSYS (Part #: M-ANSYS27)			(03/01/2006 – 02/28/2007)	[REDACTED]	\$ 5,440.81
008	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 5,250.38
009	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2006 – 02/28/2007)	\$ [REDACTED]	\$ 362.72
					<b>SUB-TOTAL:</b>	<b>\$ 11,053.91</b>
010	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(03/01/2006 – 02/28/2007)	\$ 9,556.47	\$ 9,556.47

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
011	ANSYS LS-DYNA PrepPost add on (LEASE) (Part #: T-ANSYS8)			(03/01/2006 – 02/28/2007)	\$	12,068.01
					SUB-TOTAL:	\$ 21,624.48
<b>SERVER "PT07058"</b>						
012	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2006 – 02/28/2007)	\$	5,250.38
013	ANSYS LS-DYNA add on (Part #: M-ANSYS11)			(03/01/2006 – 02/28/2007)	\$	5,041.81
					SUB-TOTAL:	\$ 10,292.19
<b>SERVER "TERMINATOR"</b>						
014	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2006 – 02/28/2007)	\$	5,250.38
					SUB-TOTAL:	\$ 5,250.38
<b>OPTIONAL SERVICES</b>						
015	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(OPTIONAL 6-MONTH LEASE)	\$	4,778.24
016	ANSYS LS-DYNA add on (LEASE) (Part #: T-ANSYS8)			(OPTIONAL 6-MONTH LEASE)	\$	6,034.01
					SUB-TOTAL:	\$ 10,812.25
<b>TOTAL ESTIMATED AMOUNT - OPTION YEAR 2:</b>						<b>\$ 73,532.96</b>

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
<b>OPTION YEAR 3:</b>						
<b>SERVER "HQ_S07637"</b>						
001	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2007 – 02/29/2008)	\$	\$ 5,250.38
002	ANSYS FLOTRAN add on (Part #: M-ANSYS8)			(03/01/2007 – 02/29/2008)	\$	\$ 1,677.58
003	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2007 – 02/29/2008)	\$	\$ 362.72
004	ANSYS LS-DYNA Drop Test Module (Part #: M-ANSYS33)			(03/01/2007 – 02/29/2008)	\$	\$ 906.80
005	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2007 – 02/29/2008)	\$	\$ 5,250.38
006	ANSYS LS-DYNA PrepPost add on (Part #: M-ANSYS9)			(03/01/2007 – 02/29/2008)	\$	\$ 1,051.89
<b>SUB-TOTAL:</b>						<b>\$ 14,499.75</b>
<b>SERVER "SFP01"</b>						
007	Parallel Performance for ANSYS (Part #: M-ANSYS27)			(03/01/2007 – 02/29/2008)	\$	\$ 5,440.81
008	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2007 – 02/29/2008)	\$	\$ 5,250.38
009	ANSYS Interface for Parasolid (Part #: M-ANSYS84)			(03/01/2007 – 02/29/2008)	\$	\$ 362.72
<b>SUB-TOTAL:</b>						<b>\$ 11,053.91</b>
010	ANSYS Mechanical (LEASE)			(03/01/2007 – 02/29/2008)	\$ 9,556.47	\$ 9,556.47

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
	(Part #: T-ANSYS2)					
011	ANSYS LS-DYNA PrepPost add on (LEASE) (Part #: T-ANSYS8)			(03/01/2007 – 02/29/2008)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 12,068.01
<b>SUB-TOTAL:</b>						\$ 21,624.48
<b>SERVER "PT07058"</b>						
012	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2007 – 02/29/2008)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 5,250.38
013	ANSYS LS-DYNA add on (Part #: M-ANSYS11)			(03/01/2007 – 02/29/2008)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 5,041.81
<b>SUB-TOTAL:</b>						\$ 10,292.19
<b>SERVER "TERMINATOR"</b>						
014	ANSYS Mechanical (Part #: M-ANSYS2)			(03/01/2007 – 02/29/2008)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 5,250.38
<b>SUB-TOTAL:</b>						\$ 5,250.38
<b>OPTIONAL SERVICES</b>						
015	ANSYS Mechanical (LEASE) (Part #: T-ANSYS2)			(OPTIONAL 6-MONTH LEASE)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 4,778.24
016	ANSYS LS-DYNA add on (LEASE) (Part #: T-ANSYS8)			(OPTIONAL 6-MONTH LEASE)	\$ <span style="background-color: black; color: black;">[REDACTED]</span>	\$ 6,034.01
<b>SUB-TOTAL:</b>						\$ 10,812.25
<b>TOTAL ESTIMATED AMOUNT - OPTION YEAR 3:</b>						\$ 73,532.96
<b>GRAND TOTAL ESTIMATED VALUE (IF ALL OPTIONS ARE EXERCISED):</b>						\$ 286,022.67

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QTY.	UNIT	RENEWAL PERIOD	UNIT COST	AMOUNT
	<b>TECS Support shall include the following:</b>					
	Latest software revisions					
	Software performance problem corrections					
	Hotline technical support					
	Machine switching (up to 3 per year free, \$1,000.00 for each change thereafter)					
	Updated documentation					
	Class3 Error reporting					