

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 8/28/2008	2. CONTRACT NO. (If any) GS35F0639N	6. SHIP TO:	
3. ORDER NO. NRC-DR-42-08-0211	4. REQUISITION/REFERENCE NO. 42-08-211	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637 Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS Attn: Bret Tegeler, 301-415-6793 Mail Stop: O7-E1 Email: Bret.Tegeler@nrc.gov	
7. TO:		c. CITY Washington	e. ZIP CODE 20555

a. NAME OF CONTRACTOR MALLET TECHNOLOGY, INCORPORATED	f. SHIP VIA Media to Mailing Address and Licenses to Specified Email
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b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 400 TECHNOLOGY DR STE 200	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY CANONSBURG	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.	
e. STATE PA	Except for billing instructions on the reverse, this delivery 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.	
f. ZIP CODE 153179575		

9. ACCOUNTING AND APPROPRIATION DATA B&R: 825-15-171-160 JCN: Q4115 BOC: 3142 Appro. No.: 31X0200 Obligate: \$25,314.86 FSS No. NRO-08-21 Contractor DUNS No. 147316285	10. REQUISITIONING OFFICE NRO NRO/DE/SEB1
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALLBUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	

13. PLACE OF	14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days ARO	16. DISCOUNT TERMS N/A
a. INSPECTION Destination	b. ACCEPTANCE Destination		

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)
001	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) the below items in accordance with GSA quotation #QT-2008-10989Rev4 ANSYS Mechanical (Perpetual License)				\$19,239.29	
002	Annual Maintenance for ANSYS Mechanical (Base Year) Period of Performance: Aug. 26, 2008 through Aug. 25, 2009				\$6,075.57	
003	Annual Maintenance for ANSYS Mechanical (Option Year One) Period of Performance: Aug. 26, 2009 through Aug. 25, 2010				\$6,075.57	
004	Annual Maintenance for ANSYS Mechanical (Option Year Two) Period of Performance: Aug. 26, 2010 through Aug. 25, 2011				\$6,075.57	
**Deliver Media to Mailing Address (Block 6) and deliver license information via email to below NRC Project Officer.* NRC Project Officer: Bret Tegeler Phone: 301-415-6793 Email: Bret.Tegeler@nrc.gov						

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$25,314.66	
21. MAIL INVOICE TO:				
a. NAME Department of Interior / NBC NRCPayments@nbc.gov				
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				
c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230	\$25,314.86	17(h) TOTAL (Cont. pages)

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 Other Applicable Clauses

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

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

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.3 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.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.