

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER MAY 28 2009		2. CONTRACT NO. (If any) GS35F0639N		6. SHIP TO:	
3. ORDER NO. NRC-DR-02-09-014		4. REQUISITION/REFERENCE NO. NMS-09-014		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Aaron Alvarado Mail Stop: TWB-01-B10M Washington, DC 20555		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR ANSYS, INC.		b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 275 TECHNOLOGY DR		d. CITY CANONSBURG		e. STATE PA	f. ZIP CODE 153179565
9. ACCOUNTING AND APPROPRIATION DATA B&R: 95015366133 JC: J5613 BOC: 252A APPN: 31X0200 FFS: 5009R032 DUNS: 063747653		\$56,159.13		10. REQUISITIONING OFFICE NMS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS			<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		6/1/2009	
				16. DISCOUNT TERMS N/A	

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)
	ANSYS, Inc. shall provide the United States Nuclear Regulatory Commission with a renewal for "Fluent Parallel Licenses Lease." Quote # 25229-2009 is hereby accepted and made part of this order with the exception of the FLUENT Post item, which was quoted under open market pricing. This will purchased via purchase order NRC-DR-09-0110. This is a firm-fixed price delivery order. Period of Performance: 6/1/2009 through 5/31/2010 Billing Terms: Quarterly in Arrears NRC Project Officer: Chris Bajwa (301)492-3333  This order is placed subject to the terms and conditions of GSA Schedule Contract No. GS-35F-0639N. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	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		\$56,159.13	17(h) TOTAL (Cont. pages)

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER	CONTRACT NO. GS35F0639N	ORDER NO. NRC-DR-02-09-014
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	FLUENT - LEASE	[REDACTED]	EA	[REDACTED]	\$23,274.56	
002	FLUENT PARALLEL (1ST 2 PROCESSES)	[REDACTED]	EA	[REDACTED]	\$1,763.22	
003	FLUENT PARALLEL (3-32 PROCESSES)	[REDACTED]	EA	[REDACTED]	\$15,868.95	
004	FLUENT - TECS	[REDACTED]	EA	[REDACTED]	\$15,252.40	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$56,159.13

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

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

A.2 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.3 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.

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.