

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>8/27/09</b>	2. CONTRACT NO. (If any) GS35F0639N	6. SHIP TO:	
3. ORDER NO. NRCDR0209020	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. 02-09-020	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Pearlette Merriweather Mail Stop: TWB-01-B10M Washington, DC 20555		a. NAME OF CONSIGNEE NRC Warehouse Facility	
		b. STREET ADDRESS Attn: Chris Bajwa/Mail Stop EBB3D02M 5008 Broiling Brook Parkway	
		c. CITY Rockville	e. ZIP CODE 20852

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR MALLETT TECHNOLOGY INC.		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 400 Technology Dr. Ste. 200		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.	
d. CITY Canonsburg		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.	
e. STATE PA	f. ZIP CODE 153179575		

9. ACCOUNTING AND APPROPRIATION DATA B&R:95015366133 JC:J5621A BOC:252A APPN:31X0200		10. REQUISITIONING OFFICE NMS	
DUNS:147316285			

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"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/28/2009		16. DISCOUNT TERMS NET 30	
a. INSPECTION	b. ACCEPTANCE						

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	In accordance with the terms and conditions of Ansys Inc GSA contract GS-35F-0639N, MALLETT TECHNOLOGY shall provide the U.S. Nuclear Regulatory Commission with "Ansys Software Licenses Quotes# QT20091147 & QT200911510A ID CT1264922 is hereby accepted and made part of this order. The period of performance is 10/01/09 - 9/30/2010.  This is a firm fixed price delivery order. See attached quote QT20091147		LT		\$40,777.48	
002	See attached quote QT200911510A  NRC Project Officer: Chris Bajwa (301)415-3333 chris@bajwa@nrc.gov		LT		\$22,764.73	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$63,542.21		17(h) TOTAL (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE		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	
						\$63,542.21		17(i). GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature) <i>Pearlette Merriweather</i>		23. NAME (Typed) Pearlette Merriweather	
		TITLE: CONTRACTING/ORDERING OFFICER	

## **A.1 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.2 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.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.

(End of Clause)



**GS35F0639N NRCDR0209020**

See attached document QT-2009-11510A.

See attached document QT-2009-11473.