

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

BPA NO.

1. DATE OF ORDER AUG 31 2009		2. CONTRACT NO. (if any) GS35F0639N		6. SHIP TO:		
3. ORDER NO. NRC-DR-02-09-021		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
		4. REQUISITION/REFERENCE NO. 02-09-021 8/5/2009		b. STREET ADDRESS Attn: Chris Bajwa		
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		
a. NAME OF CONTRACTOR ANSYS, INC.				8. TYPE OF ORDER		
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 275 TECHNOLOGY DR				REFERENCE YOUR		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.
				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		e. STATE PA	f. ZIP CODE 153179565			
9. ACCOUNTING AND APPROPRIATION DATA B&R: 95015366133 JC: J5613 BOC: 252A APPN: 31X0200 FFS: 5009R053 DUNS: 063747653				10. REQUISITIONING OFFICE NMS \$30,623.18		
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) 9/1/2009		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)
	<p>ANSYS, Inc. shall provide the United States Nuclear Regulatory Commission with a renewal for "Fluent Parallel Licenses Lease." Quote # GSA15par Lease and FL Pd Up Conv. 2 are hereby accepted and made part of this order. This is a firm-fixed price delivery order.</p> <p>Period of Performance: 9/1/2009 through 5/31/2010</p> <p>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 terms and conditions of this order and those of your Federal Supply Schedule Contract, the latter will govern.</p> <p>NRC Project Officer: Chris Bajwa (301)492-3333</p> <p>ANSYS, Inc. Contact: Kandee Nadeau (603)727-5601</p>				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT.		20. INVOICE NO.		\$30,623.18	17(h) TOTAL (Cont. pages)
	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		\$30,623.18		17(i). GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		
---	--	--	---	--	--

AUTHORIZED FOR LOCAL REPRODUCTION
TEMPLATE - ANNUAL

SUNSI REVIEW COMPLETE

REV. 4/2006
PR. 48 CFR 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
2

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

DATE OF ORDER	CONTRACT NO. GS35F0639N	ORDER NO. NRC-DR-02-09-021
---------------	----------------------------	-------------------------------

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	FLUENT LEASE CREDIT FOR 9 MONTHS	[REDACTED]	EA	[REDACTED]	-\$8,728.20	
002	FLUENT PAID UP PRORATED LICENSE	[REDACTED]	EA	[REDACTED]	\$21,729.98	
003	FLUENT TECS	[REDACTED]	EA	[REDACTED]	\$5,719.65	
004	FLUENT PARALLEL (3-32 PROCESSES)	[REDACTED]	EA	[REDACTED]	\$11,901.75	

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

\$30,623.18

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

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

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is **\$30,623.18**.

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 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.5 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.