

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 04-09-598		PAGE 1 OF 4	
2. CONTRACT NO. GS35F0639N		3. AWARD/EFFECTIVE DATE		4. ORDER NO. NRC-DR-04-09-598		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 511210 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
17a. CONTRACTOR/OFFEROR ANSYS, INC. 275 TECHNOLOGY DR CANONSBURG PA 153179565 TELEPHONE NO. 603-727-5534		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide the software license and maintenance as described in the attached price schedule Total Order Ceiling: \$224,883.57 Total Obligated Amount: \$224,883.57 Period of Performance: award date - 12/14/2010 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA Ob: \$29,883.57 960-15-111-133 N6661 2630 31X0200.960 RES-C09 Ob: \$195,000 960-15-111-133 N6591 3140 31X0200.960 RES-C09-14				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				28. AWARD OF CONTRACT: REF. OFFER DATED 9/3/2009 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool Contracting Officer			
30c. DATE SIGNED				31c. DATE SIGNED 9/14/09			

TASK ORDER TERMS AND CONDITIONS

A.1 PRICE SCHEDULE

Base period

Item No.	Description	Period of performance	Qty	Unit Price	Total
1	Ansys Mechanical Licenses Qty 2 TECS licenses	5/1/09-12/14/10			\$20,335.02
2	Ansys LS Dyna Qty - 1 add on license (TECS)	5/1/09-12/14/10			\$10,742.19
3a	10 active (Fluent - TECS renewal)	12/15/09-12/14/10			\$78,619.60
3b	155 parallel process licenses, breakdown below:				
	Fluent Parallel (1st 2 processes) TECS (Qty 1 renewal)	12/15/09-12/14/10			\$1,007.56
	Fluent Parallel (3-32) TECS (Qty 30 renewal)	12/15/09-12/14/10			\$18,135.90
	Fluent Parallel (33-128) TECS (Qty 34 renewal)	12/15/09-12/14/10			\$6,851.34
	Fluent Parallel (33-128) (Qty 62 new paid up)	9/15/09-12/14/10			\$54,659.82
	Fluent Parallel (33-128) (Qty 62 new TECS)	9/15/09-12/14/10			\$12,493.62
	Fluent Parallel (129+) (Qty 28 new paid up)	9/15/09-12/14/10			\$12,342.68
	Fluent Parallel (129+) (Qty 28 new TECS)	9/15/09-12/14/10			\$2,934.12
3c	Design Modeler licenses (Qty 2 New Paid up)	9/15/09-12/14/10			\$5,455.92
4	Design Modeler licenses (Qty 2 New TECS)	9/15/09-12/14/10			\$1,305.80
TOTAL					\$224,883.57

Optional Period 1: Period of Performance 12/15/10-12/14/11 for all licenses

Note: If the GSA prices for these licenses are lower for these period the NRC will pay the lesser of the agreed upon price or the GSA price.

Item No.	Description	Qty	Unit Price	Total
1	Ansys Mechanical Licenses Qty 2 TECS licenses			\$13,139.62
2	Ansys LS Dyna Qty - 1 add on license (TECS)			\$6,941.11
3a	10 active (Fluent - TECS renewal)			\$82,550.60
3b	155 parallel process licenses, breakdown below:			
	Fluent Parallel (1st 2 processes) TECS (Qty 1 renewal)			\$1,057.94
	Fluent Parallel (3-32) TECS (Qty 30 renewal)			\$19,042.80
	Fluent Parallel (33-128) TECS (Qty 96 renewal)			\$20,312.64
	Fluent Parallel (129+) (Qty 28 new TECS)			\$3,080.84
3c	Design Modeler licenses (Qty 2 New TECS)			\$1,371.10
TOTAL				\$147,496.65

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Optional Period 2: Period of Performance 12/15/11-12/14/12 for all licenses

Note: If the GSA prices for these licenses are lower for these period the NRC will pay the lesser of the agreed upon price or the GSA price.

Item No.	Description	Qty	Unit Price	Total
1	Ansys Mechanical Licenses Qty 2 TECS licenses			\$13,796.60
2	Ansys LS Dyna Qty - 1 add on license (TECS)			\$7,288.17
3a	10 active (Fluent - TECS renewal)			\$86,678.10
3b	155 parallel process licenses, breakdown below:			
	Fluent Parallel (1st 2 processes) TECS (Qty 1 renewal)			\$1,110.84
	Fluent Parallel (3-32) TECS (Qty 30 renewal)			\$19,995.00
	Fluent Parallel (33-128) TECS (Qty 96 renewal)			\$21,328.32
	Fluent Parallel (129+) (Qty 28 new TECS)			\$3,234.84
3c	Design Modeler licenses (Qty 2 New TECS)			\$1,439.66
TOTAL				\$154,871.53

A.2 CONSIDERATION AND OBLIGATION

(a) The total not to exceed cost to the Government for full performance of this order is \$224,883.57.

(b) The amount currently obligated by the Government with respect to this contract is \$224,883.57. The contractor shall not exceed this obligated amount at any time.

A.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 3 years.

A.3 SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

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Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the NRC, the NRC shall have the right to have any necessary changes made or repairs performed, by the NRC or by another firm, and the Contractor shall reimburse the NRC for any expenses thereby incurred.

A.4 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.