

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER JAN 8 2010	2. CONTRACT NO. (If any) GS35F0639N	6. SHIP TO:	
3. ORDER NO. NRC-DR-02-10-009	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. FFS# 5009R015	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Marilyn Clark Mail Stop: TWB-01-B10M Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	b. STREET ADDRESS Attn: Chris Bajwa Mail Stop: T8A23, 301-492-3333
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR MALLETT TECHNOLOGY, INCORPORATED	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	e. STATE PA	f. ZIP CODE 153179575

9. ACCOUNTING AND APPROPRIATION DATA B&R: 05015366133 JC: J5621A BOC: 252A APPN No.: 31X0200 DUNS#: 147316285	\$77,197.28	10. REQUISITIONING OFFICE NMS NMSS/SFST
--	-------------	---

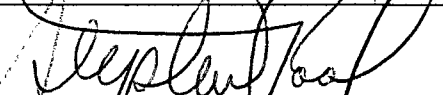
11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone
<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> f. EMERGING SMALLBUSINESS
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 3/1/2010	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>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with ANSYS technical enhancements, customer support services, and renewal of software licenses for the NRC paid-up & Term (Leased) ANSYS Software Licenses listed in Attachement #1, Schedule, in accordance with the terms and conditions of GSA Schedule Contract No. GS-35F-0639N.</p> <p>The period of performance is effective 3/1/2010 through February 28, 2011 unless otherwise indicated.</p> <p>NRC POINTS OF CONTACT: NRC Project Officer: Penelope Kinney 301-492-3248 NRC Technical Project Officer: Chris Bajwa 301-492-3333</p> <p>Attachments: Schedule of Prices with performance periods</p>					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	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	\$77,197.28	17(i) GRAND TOTAL

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

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

****** Full Text 'NRCH290' Ignored ******

A.3 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.

***** *Begin Inserted Clause (Full Text) 'NRCH340'* *****

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.

(End of Clause)

***** *End Inserted Clause 'NRCH340'* *****

***** *Full Text 'OPTIONS' Ignored* *****
