

**AUTHORIZED INFORMATION TECHNOLOGY
SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES**

✘ **General Description of Commodity Offered**

OPEN MENTORING®

Triple Creek is the market leader for enterprise mentoring systems, with our award-winning Open Mentoring® program being used by more than 150 organizations with users in 56 countries. People can simultaneously leverage multiple types of learning connections (e.g., career development, topical groups, or situational engagements) to create mentoring networks within our Open Mentoring® software. It offers a way for people to engage in intentional learning relationships that help drive business results, spread knowledge and connect colleagues throughout the organization. Our patent-pending OpenRank matching algorithm lessens the administrative burdens and costs related to running manual mentoring programs. Equally as important, Open Mentoring® comes with full strategic support and personal attention from Triple Creek staff to help support, develop and foster mentoring cultures throughout organizations. Included with the purchase of Open Mentoring® are the following: Software (and access for designated audience/employee base), end-user support, administrator support, and an on-site Mentoring Visioning & Integration Service.

✘ **SIN Numbers and Descriptions**

SIN 132-33 – Perpetual Software Licenses

✘ **Contractor/Company Information**

Triple Creek Associates, Inc.
7730 E. Bellevue Ave., Suite A200 Greenwood Village, CO 80111
Toll Free: 866-470-1603, Direct: 303-707-0800, Fax: 720-221-5263
Email: info@3creek.com, Web: www.3creek.com
Contact: Elizabeth Beyer, Marketing Specialist

✘ **GSA Contract Number**

GS-35F-0606S

✘ **Business Size**

Small

✘ **Period Covered by Contract**

August 30, 2006 – August 29, 2011

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 4, dated November 9, 2010.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

Table of Contents

General Description of Product.....	1
Special Item Number	1
Contractor/Company Information	1
Contract Information	1
Information for Ordering Activities	3
Terms and Conditions applicable to SIN 132-33	7
Products and Services Pricelist	9



Triple Creek

ENTERPRISE MENTORING SYSTEMS

FAS PRICE LIST

FAS Price List



Information for Ordering Activities

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

☐ The Geographic Scope of Contract will be domestic and overseas delivery.

☐ The Geographic Scope of Contract will be overseas delivery only.

[X] The Geographic Scope of Contract will be domestic delivery only.
For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
Triple Creek, N/A

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Address for Ordering:
Triple Creek Associates, Inc.
7730 E. Bellevue Ave.
Suite A200
Greenwood Village, CO 80111
Toll Free: 866-470-1603
Direct: 303-707-0800
Fax: 720-221-5263
Email: info@3creek.com
Web: www.3creek.com
Contact: Elizabeth Beyer, Marketing Specialist
Address for Payment:
Triple Creek Associates, Inc.
P. O. Box 17654
Denver, CO 80217-0654

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Toll free: 866-470-1603 or
Direct: 303-707-0800

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Triple Creek, N/A

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification under

Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 944565373

Block 30: Type of Contractor: B. Other Small Business

A. Small Disadvantaged Business

B. Other Small Business

C. Large Business

G. Other Nonprofit Organization

L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 37: Contractor's Taxpayer

Identification Number (TIN): 31-1749398

Block 40: Veteran Owned Small Business (VOSB): NO, Triple Creek, N/A

A: Service Disabled Veteran Owned Small Business

B: Other Veteran Owned Small Business

4a. CAGE Code: 3VFU1

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

Triple Creek, N/A

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below: Triple Creek, N/A

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

_____ Days

_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Triple Creek, N/A

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

Triple Creek, N/A

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.). Triple Creek, N/A

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor. Triple Creek, N/A

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% - _N/A_ days from receipt of invoice or date of acceptance, whichever is later. Triple Creek, N/A

b. Quantity: 0 (Triple Creek, N/A)

c. Dollar Volume: 0 (Triple Creek, N/A)

d. Government Educational Institutions: 0 (Triple Creek, N/A) - Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other: 0 (Triple Creek, N/A)

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Triple Creek, N/A

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.00 USD.

11. MAXIMUM ORDER

(All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product

Special Item Number 132-4 - Daily / Short Term Rental

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-9 - Purchase of Used or Refurbished Equipment

Special Item Number 132-12 - Equipment Maintenance

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 -

Maintenance of Software as a Service

Special Item Number 132-51 - Information Technology Professional Services

Special Item Number 132-52 - Electronic Commerce (EC) Services

Special Item Number 132-53 - Wireless Services

Special Item Number 132-54 -

Commercial Satellite Communications (COMSATCOM) Transponded Capacity

Special Item Number 132-55 -

Commercial Satellite Communications (COMSATCOM) Subscription Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses Triple Creek, N/A

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 132-60A-F - Access Certificates for Electronic Services (ACES) Program Triple Creek, N/A

Special Item Number 132-61 - Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program Triple Creek, N/A

Special Item Number 132-62 - HSPD-12 Product and Service Components

Triple Creek, N/A

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by

writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide

products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Triple Creek, N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract. Triple Creek, N/A

22. INSTALLATION, DE-INSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or

services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or 132-9.

Triple Creek, N/A

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.3creek.com

The EIT standard can be found at: www.Section508.gov/

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:
This order is placed under written authorization from _____ dated _____.

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.

Triple Creek, N/A

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the

Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Triple Creek Representations and Warranties:

- TCA Limited Warranty: TCA represents and warrants to Client that the Software is free of any computer code or instructions that may disrupt, damage, or interfere with Client's use of its computer and/or telecommunication facilities for its commercial purposes, e.g., malicious code, viruses, etc.

- Client Representations and Warranties: Client represents and warrants that: (i) it is the owner or authorized client of any and all Client Data; and (ii) will not publish, post, upload, or otherwise distribute or transmit Client Data using the Software that violates any law, statute, ordinance, or regulation, or proprietary or other rights of others, or is otherwise unlawful.

Disclaimer of Warranties:

TCA does not warrant that the Software is error-free, or that its operation will be uninterrupted, or that access to the Software will be uninterrupted. TCA makes no warranty, express or implied, with respect to the accuracy or completeness of the Software, or with respect to the results

to be obtained by Client's members' use of the Software. EXCEPT FOR THE TCA LIMITED WARRANTY MENTIONED ABOVE, TCA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number, 303-707-0800, for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM Mountain Time to 5:00 PM Mountain Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type)

[X] 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no-charge supports that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

[N/A] 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates

customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132 32) AND MAINTENANCE (SIN 132 34)

Triple Creek, N/A

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Triple Creek, N/A

7. TERM LICENSE CESSATION

Triple Creek, N/A

8. UTILIZATION LIMITATIONS (SIN 132 32, SIN 132 33, AND SIN 132 34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity

public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional

terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS (SIN 132 32 AND SIN 132 33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132 33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132 32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

Triple Creek, N/A

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Triple Creek, N/A

11. RIGHT TO COPY PRICING

Triple Creek, N/A

PRODUCTS AND SERVICES PRICELIST

a. Brand name, Model:

Open Mentoring®

b. Brief description of item:

Triple Creek is the market leader for enterprise mentoring systems, with our award-winning Open Mentoring® program being used by more than 150 organizations with users in 56 countries. People can simultaneously leverage multiple types of learning connections (e.g., career development, topical groups, or situational engagements) to create mentoring networks within our Open Mentoring® software. It offers a way for people to engage in intentional learning relationships that help drive business results, spread knowledge and connect colleagues throughout the organization. Our patent-pending OpenRank matching algorithm lessens the administrative burdens and costs related to running manual mentoring programs. Equally as important, Open Mentoring® comes with full strategic support and personal attention from Triple Creek staff to help support, develop and foster mentoring cultures throughout organizations. Included with the purchase of an Open Mentoring® baseline license fee are the following: Software (and access for designated audience/employee base), end-user support, administrator support, and an on-site Mentoring Visioning & Integration Service.

Details about administrator support and the on-site Mentoring Visioning & Integration Service are as follows:

Administrator Support:

One Process Owner Support Package included with baseline fee (additional Administrative Support Packages/licenses may be purchased by ordering activity):

- Consulting – five hours per month via phone and/or email. Strategic consulting consists of visioning, goal setting, developing a communications plan, identifying training needs, ongoing program measurement, and expansion strategies.
- Administrative Support – Access to and training on the full suite of administrative tools (Prospecting, Surveying, Reporting, and User Management tools).

- Best Practice Library Access – Access to Triple Creek's mentoring program implementation best practice library.
- Triple Creek Commons – Access to Triple Creek's cross-organizational version of Open Mentoring® that has been customized for client mentoring champions.
- Thought Leader Sessions – Semi-annual emerging best practice and benchmarking conversation with Triple Creek mentoring thought leaders.

On-Site Mentoring Visioning & Integration Service (consulting included in baseline fee; associated travel & expenses for Triple Creek personnel are additional, at the expense of the ordering activity):

- Triple Creek's two-day Mentoring Visioning & Integration Service helps clients integrate their mentoring programs with core organizational processes (e.g., High-Potential Development, Succession Planning, On-Boarding, Diversity). During the on-site working sessions, the team will focus on identifying key program integration points, expanding the vision for mentoring throughout the organization, and developing specific action plans to ensure integration occurs.

In addition to the Open Mentoring baseline license, Triple Creek also offers a variety of "Open Market" line items that may be purchased by the ordering activity to supplement the mentoring program. More information regarding these Open Market items can be provided upon request; a sample listing of some such items is shown here:

- Additional Administrator Support Packages (if additional program administrators are desired)
- IT Service: Data Push / User Validation
- IT Service: Single Sign-On capabilities
- Supplemental Training (virtual and/or onsite options available)

(Also, please be aware that the ordering activity will be responsible for associated travel and expenses for any onsite visits performed by Triple Creek; this expense/line item will also be listed as an Open Market item).

c. Negotiated unit price (NET PRICE):

See following page



Price List

Per Seat Model GSA Rates

Up to # Users	GSA Rate w/IFF
250	\$24,438
500	\$27,370
750	\$30,303
1000	\$33,235
1250	\$35,816
1500	\$38,660
1750	\$41,505
2000	\$44,349
2500	\$49,246
3000	\$54,760
3500	\$59,129
4000	\$64,466
4500	\$68,308
5000	\$73,469
6000	\$81,768
7000	\$89,363
8000	\$96,254
9000	\$102,442
10000	\$107,926