

EXHIBIT A

CGI FEDERAL POLICY STATEMENT FOR SUBCONTRACTORS

General - It is CGI Federal's policy not to do business in the Government marketplace with persons or companies who are suspended, debarred, or proposed to be debarred. CGI Federal's policy is to retain only those subcontractors who demonstrate business integrity and compliance with applicable laws and regulations (including the Service Contract Act). This Policy Statement describes the terms and conditions which Subcontractor will adhere to in support of CGI Federal's federal contracts. As a condition of performing as a subcontractor to CGI Federal, the Subcontractor agrees that it will comply with the following policies and procedures with respect to the services and/or products furnished to CGI Federal and its interactions with CGI Federal's federal clients.

Independent Pricing - CGI Federal expects that subcontractors will offer prices to CGI Federal that are arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. In addition, the Subcontractor must not knowingly disclose the prices it has offered to CGI Federal, directly or indirectly, to any other offeror or competitor before subcontract award unless required by law, or attempt to induce any other concern to submit or not to submit an offer to CGI Federal for the purpose of restricting competition. CGI Federal may reject any offer by Subcontractor if CGI Federal suspects that the offered price or prices have not been arrived at independently.

Procurement Integrity - Prior to the award of a federal agency procurement for which Subcontractor is supporting CGI Federal, Subcontractor agrees to strictly refrain from any prohibited conduct as defined in FAR 3.104, which includes, (1) employment discussions with and hiring certain government officials or former government officials, and (2) obtaining contractor bid or proposal information or source selection information.

Gratuities - Subcontractor agrees to strictly refrain from offering or giving a gratuity to an officer, official, or employee of the federal government with the intention of obtaining a contract for CGI Federal or a subcontract for itself under that contract, or favorable treatment for CGI Federal or Subcontractor under the Prime Contract or Subcontract.

Subcontractor Kickbacks - The Anti-Kickback Act of 1986 was passed to deter subcontractors from making payments and contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. A "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to CGI Federal, a CGI Federal employee, or a higher-tier contractor for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CGI Federal, federal contract. Therefore, Subcontractor agrees to strictly refrain from (i) providing, attempting to provide, or offering to provide any kickback, and (ii) including, directly or indirectly, the amount of any kickback in the price charged by Subcontractor to CGI Federal related to any CGI Federal, federal contract. In addition, Subcontractor agrees to immediately report to CGI Federal's internal audit department (# 703/227-6645) any solicitation made by a CGI Federal employee for a "kickback" as described above. Such a report may be made in confidence if desired by Subcontractor.

Subcontracts with Government Employees or Organizations Owned or Controlled by Them - It is CGI Federal's policy to refrain from knowingly awarding a subcontract to a government employee or to an organization owned or controlled by government employees. Therefore, Subcontractor represents that he/she is not a government employee or that it is not owned or controlled by government employees. In

addition, Subcontractor agrees to notify CGI Federal in advance, if Subcontractor intends to become a government employee or intends to become owned or controlled by government employees.

Security Requirements - In the event the Subcontractor requires access to information classified as "Confidential," "Secret," or "Top Secret," the Subcontractor shall comply with (i) the pertinent Contract Security Classification Specification (DD Form 254), including the Department of Defense National Industrial Security Program Operating Manual (NIPSOM) (DOD 5220.22-M), and (ii) any revisions to that manual, notice of which has been furnished to Subcontractor.

Records Retention - The Subcontractor shall retain records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy negotiation, administration, and audit requirements of the government agencies and the Comptroller General for no less than three (3) full years after date of final invoice and payment or date of final performance, whichever is later.

Prohibition of Personal Services - Subcontractors shall strictly refrain from providing personal services, as defined in FAR 37.104, to CGI Federal's federal clients. As part of a proper invoice, the Subcontractor must certify that all services for which CGI Federal is invoiced was for non-personal services as specified in the Subcontract. Subcontractors will perform services under CGI Federal's supervision. This supervision will apply to all technical and management performance requirements under CGI Federal's federal contract. In addition, those subcontractors who are individuals must notify CGI Federal regarding any of his/her pending employment applications to any federal agency. These subcontractors will not be permitted to perform services under contracts for federal agencies for which they have submitted active employment applications.

Former Government Officials - CGI Federal expects subcontractors to ensure that its employees who are former government employees only participate in this Subcontract to the extent allowed by law, including the Ethics Reform Act of 1989, and the Federal Acquisition Reform Act of 1996 (FARA).

Accounting Regulations - Subcontractors must maintain adequate accounting practices, procedures and systems to ensure compliance with Cost Accounting Standards and Contract Cost Principles and Procedures, as applicable. For time and material, labor hour and cost-reimbursable subcontracts, Subcontractor must ensure that only actual hours rendered within the scope of the Subcontract and the associated allowable and allocable costs are invoiced to CGI Federal.

Ethics and Integrity – Subcontractor acknowledges and agrees that, from time to time as CGI Federal in its sole discretion deems appropriate, CGI Federal may require employees of Subcontractor involved in the performance of subcontracted services to participate in ethics training programs conducted by CGI Federal. Subcontractor agrees to make its employees available to participate in such ethics training programs, to the extent directed by CGI Federal, at no additional cost to CGI Federal.