



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 6/12/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

CGI Technologies and Solutions Inc.

***Project Title/Description:**

Proprietary Software License for Enterprise Resource Planning (ERP) System.

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-B507297-BC, Amendment No. 6, to trade in, purchase and remove certain Licensed Software and Bundled Software products, and to increase the contract amount by \$409,113.14 for a cumulative contract amount of \$4,220,107.14. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposal, Solicitation No. 0901706 was conducted. This software license contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 01/12/2010, for \$3,142,341.00. Two other contracts were awarded from the solicitation: one for software maintenance and one for system implementation services.

The following amendments were processed to account for license changes based on County's current needs:

- Amendment 1 (07/21/2010): Increased award amount by \$ 51,920.00.
- Amendment 2 (06/30/2011): Increased award amount by \$249,624.00.
- Amendment 3 (02/05/2013): Increased award amount by \$ 37,382.00.
- Amendment 4 (10/10/2014): Increased award amount by \$329,727.00.
- Amendment 5 (08/15/2016): Extended the contract term to 02/23/2020 and updated the list of Software License Agreements.

This Amendment is to purchase additional Maximo licenses to support the expanded use of work orders in the Maximo system and includes Maximo Anywhere, which will allow field technicians to complete work orders while in the field. It is also expanding the County's use of SAP Business Objects purchased as part of the County's ERP to a new SAP visualization and analytic tool (Lumira), which will expand data services for moving the County's data from source systems to a data warehouse.

Note: The attached MA-B507297-BC document reflects a "NTE Amount" of \$1,829,498.82. \$2,390,608.32 was expended in a prior financial system, which accounts for a cumulative award amount of \$4,220,107.14.

Attachments: Master Agreement and Amendment No. Six (6).

***Program Goals/Predicted Outcomes:**

To allow field technicians to complete work orders while in the field and to transform the County's data into useful information.

***Public Benefit:**

Enhanced functionality and reporting and improved staff efficiency and productivity.

***Metrics Available to Measure Performance:**

Improved work order and data reporting processes.

***Retroactive:**

No

PIMA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM REPORT
KOFB
6/12/18 10:50 AM

To: COB- 6-1-18
pgs - 10
(1)
Addendum

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): B507297-BC

Amendment No.: 6 AMS Version No.: 16

Effective Date: 06/12/18 New Termination Date: 2/23/20

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ \$409,113.14

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** General Fund

Funding from General Fund? Yes No If Yes \$ 409,113.14 % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Sal Servin *[Signature]* 5/30/18

Department: Procurement Telephone: 520-724-9510

Department Director Signature/Date: *[Signature]* May 30, 2018

Deputy County Administrator Signature/Date: *[Signature]* 5-31-18

County Administrator Signature/Date: *[Signature]* 5/31/18
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: B507297-BC

MA Version: 16

Page: 1 of 2

Description: Proprietary Software License Agreement for ERP System

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: SAL SERVIN Phone: 5207249510 Email: sal.servin@pima.gov</p>
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T E R M S	<p>Initiation Date: 06-12-2018 Expiration Date: 02-23-2020</p> <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px; text-align: right;">\$1,829,498.82</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px; text-align: right;">\$1,053,276.78</td> </tr> </table>	NTE Amount:	\$1,829,498.82	Used Amount:	\$1,053,276.78
NTE Amount:	\$1,829,498.82				
Used Amount:	\$1,053,276.78				

V E N D O R	<p>CGI TECHNOLOGIES & SOLUTIONS INC</p> <p>ATTN: KIM HOLCOMB 11325 RANDOM HILLS ROAD</p> <p>FAIRFAX VA 22030</p>	<p>Contact: WENDY RUEHLMANN Phone: 703-267-8000 Email: susan.capstack@cgi.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>This Amendment is to trade in, purchase and remove certain Licensed Software and Bundled Software products, and to increase the contract amount by \$409,113.14 for a cumulative contract amount of \$4,220,107.14. Attachment: Amendment 6.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS



Master Agreement No: B507297-BC

MA Version: 16

Page: 2 of 2

Line	Description					
7	Business Objects Enterprise License Fees per Amendment 6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$275,511.14			
8	Maximo License Fees per Amendment 6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$133,602.00			

PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

PROJECT: PROPRIETARY SOFTWARE LICENSE FOR ERP PROJECT

**CGI Technologies and Solutions Inc.
11325 Random Hills Road
Fairfax, VA 22030**

**MASTER AGREEMENT NO.: MA B507297
(Formerly Contract No.: 11-14-C-142784-0210)**

AGREEMENT AMENDMENT NO.: Six (06)

CONTRACT

NO. MA - Po - B507297-BC

AMENDMENT NO. 06

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**ORIG. AGREEMENT TERM: 2/24/2010-2/23/2015
TERMINATION DATE PRIOR AMENDMENT: 02/23/2020
TERMINATION THIS AMENDMENT: 2/23/2020**

ORIG. AGREEMENT AMOUNT:	\$3,142,341.00
PRIOR ADMENDMENTS:	\$ 668,653.00
AMOUNT OF THIS AMENDMENT:	\$ 409,113.14
REVISED AGREEMENT AMOUNT:	\$4,220,107.14

CONTRACT AMENDMENT

This Amendment No. 6 ("Amendment") reinstates in its entirety the Proprietary Software License Agreement dated February 24, 2010, as amended ("Agreement") between CGI Technologies and Solutions Inc. ("CGI" or "Contractor") and Pima County, Arizona ("County" or "Client") and is made effective as of June 12, 2018 ("Effective Date").

WHEREAS, COUNTY and CONTRACTOR entered into Agreement to purchase the Licensed Software and related Bundled Software Products specified in Exhibit A to the Agreement as referenced above; and

WHEREAS, COUNTY and CONTRACTOR have agreed to modify the license fees; and

WHEREAS, COUNTY and CONTRACTOR have agreed to modify the Agreement to trade-in, purchase and remove certain Licensed Software and Bundled Software Products as described in this Amendment.

NOW, THEREFORE, it is agreed as follows:

1. The current "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software License Agreement" is replaced with the attached document identified as "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software License Agreement (Amendment No. Six (#06))." The essential changes and additions include the following:
 - a) Changes to Section 1, Licensed Software:
Addition of New Software:
CGI Advantage 1099 Reporting (1099 reporting module).
 - b) Changes to Section 5, License Fees:
Bundled Software Products amount is increased by \$409,113.14 (reference Exhibit 1 attached to this Amendment for a breakdown of these fees) for a Total License Fee of \$4,220,107.14 as per the revised License Fee table shown below:

Licensed Software	License Fee
Previously Licensed CGI Software	\$1,617,174.00
Bundled Software Products	\$2,705,735.14*
Total License Fees	\$4,322,909.63

*\$102,802.49 was previously paid under contract MA B507308 and is not being paid under this contract.

c) Changes to Section 7, Bundled Software Products:

1. Trade-in of Existing Bundled Software Licenses for the Purchase of New Bundled Software Licenses as follows:

Trade-in Existing Licenses:

- i) Unrestricted: BA&T SAP Business Objects Business Intelligence Platform (25 Concurrent Sessions) – 6
- ii) Unrestricted: BA&T SAP Business Objects Web Intelligence (25 Concurrent Sessions) – 5
- iii) Unrestricted: BA&T SAP Dashboard (25 Concurrent Sessions) – 1
- iv) Unrestricted: BA&T SAP Business Objects Explorer (25 Concurrent Sessions) – 1
- v) Unrestricted: BA&T SAP Business Objects Crystal Reports (25 Concurrent Sessions) – 5
- vi) Unrestricted: BA&T SAP Business Objects Business Int. Platform Mobile add-on (25 Concurrent Sessions) - 1
- vii) Unrestricted: SAP Application Standalone Business Analytics Professional User (Named User) - 2
- viii) Unrestricted: SAP Application Standalone BI Limited User (Named User) – 21

Purchase of New Licenses:

- i) Unrestricted: SAP Business Objects Enterprise, Premium Edition (Named User) – 21
- ii) Unrestricted: SAP Business Objects Enterprise, Premium Edition (Concurrent Sessions) – 80
- iii) Unrestricted: SAP Data Services (Core) – 8
- iv) Maximo Anywhere – 45

2. Expansion and Removal of Existing Bundled Software Licenses as follows:

Purchase of Additional Licenses:

- i) IBM Maximo® Asset Management Authorized User License – 11
- ii) IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 35 Users.

Removal and Cancellation of Existing Bundled Software Licenses:

- i) 1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually [Governed by Shrink-wrap License]
- ii) IBM Maximo® Mobile Work Manager Authorized User -20 Users
- iii) IBM Maximo® Mobile Inventory Manager Authorized User -10 Users

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

COUNTY:

CONTRACTOR:

APPROVED

Chairman, Board of Supervisors

Date

DocuSigned by:
Timothy A. Lund

Signature
Timothy Lund, CGI VP Consulting Services
Name and Title (Please Print)

5/29/2018 4:32:10 PM PDT

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO FORM:

Regina Nassen
Deputy County Attorney

REGINA NASSEN

5/30/2018

Date

EXHIBIT A

CGI Technologies and Solutions Inc. Proprietary Software License Agreement Amendment No. Six (6)

1. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the CGI Advantage ERP Software:

CGI Advantage® Financial Management Base System including the following modules:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Project Accounting
- Grant Accounting
- Cash & Investment Management
- CGI Advantage 1099 Reporting (added with this Amendment 6)**

- CGI Advantage Grant Lifecycle Management
- CGI Advantage Asset Management
- CGI Advantage Procurement Professional
- CGI Advantage Vendor Self-Service
- CGI Advantage Performance Budgeting
- CGI Advantage Salary & Benefits Forecasting
- CGI Advantage Budget Book Publishing
- CGI Advantage Transparency Portal

CGI Advantage Human Resource Management Base System including the following modules:

- Personnel Administration
- Benefit Administration
- Applicant Tracking
- Training
- Employee Relations
- Leave Management
- Time and Attendance
- Payroll

- CGI Employee Self-Service
- CGI Advantage Administration
- CGI Advantage Toolkit
- CGI infoAdvantage
- CGI infoAdvantage Dashboard
- CGI Advantage Maximo Integration adaptor
- Granite XP Bidirectional Maximo Interface Module
- Granite XP Scheduler Module

CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software described in section 1 "Licensed Software" are set forth in the following documentation which CGI will deliver to Client, and which is collectively referred to in this Agreement as the "Documentation":

CGI will provide Client access to its Documentation on the CGI website,
<https://sc.cgi.com/advantage/>

Documentation for Bundled Software of Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to Client on the following basis:

Enterprise License Client is permitted to use the Software for the purposes set forth in this Agreement. The license is not restricted by the number of servers or number of users, however Client may not resell the Software or its services nor can the software be used in a Service Bureau environment.

4. **Work That May Be Processed.** Client may only use the Software to process Client's own work.

5. **License Fee.** License Fee is modified by adding \$409,113.14 to the Bundled Software Products for the trade-in and purchase of new licenses, and expansion of existing licenses as follows:

Licensed Software	License Fee
Licensed CGI Software	\$1,617,174.00
Bundled Software Products	\$2,705,734.64*
Total License Fees	\$4,322,908.64

*\$102,802.49 was previously paid under contract MA B507308 and is not being paid under this contract.

6. **Warranty Period.** The Warranty Period extends from installation until three hundred and sixty-five (365) days from Final Acceptance of the entire System, as defined in Exhibit B, Section 2 System Acceptance.

7. **Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit A are the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above Section 7. In the event of conflict between the terms and conditions of this Agreement and applicable supplier terms and conditions take precedence. Without limiting the generality of the immediate foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Adobe Present Central Pro – (2) CPU & 10 Print Locations Production

Adobe Present Central Pro – (1) CPU & 10 Print Locations Non-Production

Adobe Present Output Designer – 1 Named User License **Maintenance for Adobe Present Central Pro and Adobe Present Output Designer canceled as of July 1, 2016*

Adobe RoboHelp® Office – 1 Named User License *[Governed by Shrink-wrap License]*

Adobe FrameMaker® – 1 Named User License *[Governed by Shrink-wrap License]* for use with PatternStream

Action Data Integrator Professional Engine™ 1 (2-core) for Production ETL *[Governed by Shrink-wrap License]*

Action Data Integrator Professional Engine™ 1 (2-core) for Non Production ETL *[Governed by Shrink-wrap License]*

Action Data Integration Universal Engine Production – 2 Cores

Action Data Integration Universal Engine Non Production – 2 Cores

Action Data Integrator Professional Developer™ - 5 Named User Licenses (2-core) *[Governed by Shrink-wrap License]*

Action Data Integrator Professional Engine™ - 1 License for UAT Non Production ETL (2 core) *[Governed by Shrink-wrap License]*

Finite Matters, Ltd. PatternStream® - 1 Runtime/Developer License
1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually
[Governed by Shrink-wrap License] – Canceled maintenance with this Amendment 6

Versata Logic Server – 1 Site license
Versata Designer Studio – 4 Named User Licenses

Unrestricted: BA&T SAP Business Objects Business Intelligence Platform (25 Concurrent Sessions) – 6 - Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: BA&T SAP Business Objects Web Intelligence (25 Concurrent Sessions) – 5 - Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: BA&T SAP Business Objects Dashboard (25 Concurrent Sessions) – 1 - Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: BA&T SAP Business Objects Explorer (25 Concurrent Sessions) – 1 - Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: BA&T SAP Business Objects Crystal Reports (25 Concurrent Sessions) – 5 - Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: BA&T SAP Business Objects Business Int. Platform Mobile add-on (25 Concurrent Sessions) - 1- Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: SAP Application Standalone Business Analytics Professional User (Named User) - 2- Traded-in for Enterprise, Premium Edition software in this Amendment 6
Unrestricted: SAP Application Standalone BI Limited User (Named User) – 21- Traded-in for Enterprise, Premium Edition software in this Amendment 6

[Note: *An Unrestricted Data License allows the Client to use Business Objects with data processed by systems other than Advantage **except** for data processed in the SAP ERP System (see SAP Software Use Rights Agreement at www.sap.com/company/legal/index.epx)].*

IBM WebSphere Application Server Network Deployment – 1650 IBM Processor Value Units for Production sub capacity
IBM WebSphere Application Server Network Deployment – 590 IBM Processor Value Units for Production sub capacity
IBM WebSphere Application Server – 800 IBM Processor Value Units
IBM WebSphere Portal Server – 140 IBM Processor Value Units

Micro Focus Net Express (Windows) – 1 Named User License for Production
[Governed by Shrink-wrap License]
Micro Focus Net Express (Windows) – 1 Named User License for Non-Production
[Governed by Shrink-wrap License]
Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Production
[Governed by Shrink-wrap License]
Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Disaster Recovery
[Governed by Shrink-wrap License]

Moncell EDM DeltaXML – 1 Site License

Meridian Global LMS® Suite – Up to 10,000 Users
Meridian Domain Manager – 1 site License

Emphasys SymPro Treasury Management: – 3 Concurrent User License, *Fixed Income, Earning Allocation Module, General Ledger, Analytics, and Market Pricing*

Emphasys SymPro Debt Management – Debt Module and General Ledger
[Governed by the Agreement set forth in Attachment 1 to this Exhibit A]

IBM Maximo® Asset Management Authorized User License –149 Users

IBM Maximo® Asset Management Limited Use Authorized User License – 350 Users

IBM Maximo® Spatial Asset Management Install License – 5 User IBM Maximo®

IBM Maximo® Spatial Asset Management Authorized User License – 100 Users

IBM Maximo® Spatial Linear Management Authorized User License – 50 Users

IBM Maximo® Internal Service Providers Install License – 5 User – canceled maintenance June 2011

IBM Maximo® Internal Service Providers Authorized User License – 100 Users – canceled maintenance June 2011

[Note: Spatial Asset Management and Internal Service Provider modules require two types of licenses. The first is a general install license for the environment (1) that the solution is installed on. The second is the business user license which determines the number of authorized users (100 for each)].

IBM Maximo® Adapter for Microsoft Project Authorized User License – 125 Users

IBM Maximo® Asset Management Self Service Requestor Authorized User License – 650 Users – no longer supported by IBM

IBM Maximo® Asset Management Desktop Requisitioner Authorized User License – 20 Users – canceled maintenance June 2011

IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 10 Users

IBM Maximo® Adapter for Primavera – 1 Authorized User License

IBM Maximo® Mobile Work Manager Authorized User – 20 Users – canceled maintenance in this Amendment 6 – maintenance canceled in Amendment 6

IBM Maximo® Mobile Inventory Manager Authorized User – 10 Users – canceled maintenance in this Amendment 6 – maintenance canceled in Amendment 6

SQL Server 2008 Enterprise, All Languages, Embedded Processor Runtime License – 10

Eclipse BIRT Engine – Production – 2-Cores

Eclipse BIRT Engine - Non Production – 2-Cores

Eclipse BIRT Engine - UAT Non Production – 2-Cores

RedHat JBoss with Management - Premium Production – 4-Cores

RedHat JBoss with Management - Premium Non-Production – 4 Cores

[Governed by Shrink-wrap License]

Additional Bundled Software Added with Amendment 6

IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 35 Users (45 total users)

IBM Maximo® Asset Management Authorized User License – 11 Users (160 total users)

IBM Maximo® Anywhere Authorized User License – 45 Users

Upgraded Bundled Software Added with Amendment 6

Unrestricted: SAP Business Objects Enterprise, Premium Edition (Named User) – 21
[Governed by Shrink-wrap License]

Unrestricted: SAP Business Objects Enterprise, Premium Edition (Concurrent Sessions) – 80
[Governed by Shrink-wrap License]

[Note: CGI does not support all components within the SAP Business Objects Premium Edition software; however, client will have the ability to call or submit tickets directly with SAP support for any issue CGI does not support.]

Unrestricted: SAP Data Services (Core) – 8 *[Governed by Shrink-wrap License]*

[Note: An Unrestricted Data License allows the Client to use Business Objects with data processed by systems other than CGI Advantage **except for data processed in the SAP ERP System (see SAP Software Use Rights Agreement at www.sap.com/company/legal/index.epx)].**

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 7. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Third Party Software Products or SaaS Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Third Party Software Products or SaaS Products or alternative products designated by CGI.

Agreed to and initialed for identification by:

(Client)

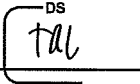
(CGI) 

EXHIBIT 1
CGI Technologies and Solutions Inc.
Proprietary Software License Agreement
Breakdown of Fees

CGI Product	# or type of Licenses	License Price
CGI Advantage 1099 Reporting Solution (1099 reporting module) (Enterprise)	1	0
Total Additional CGI Licensing Fee		0

Purchase of Business Objects Enterprise Edition/Data Services	# or type of Licenses	License Price
BA&T SAP Business Objects Enterprise, Premium edition (User)	21	\$27,848.80
BA&T SAP Business Objects Enterprise, Premium edition (Concurrent Sessions)	80	\$339,428.57
BA&T SAP Data Services (Core)	8	\$289,285.71
Total		\$656,563.08
Trading Existing Business Objects Licenses	# or type of Licenses	License Price
Unrestricted: BA&T SAP Business Objects Business Intelligence Platform	(25 Concurrent Sessions) – 6	
Unrestricted: BA&T SAP Business Objects Web Intelligence	(25 Concurrent Sessions) – 5	
Unrestricted: BA&T SAP Dashboard	(25 Concurrent Sessions) – 1	
Unrestricted: BA&T SAP Business Objects Explorer	(25 Concurrent Sessions) – 1	
Unrestricted: BA&T SAP Business Objects Crystal Reports	(25 Concurrent Sessions) – 5	
Unrestricted: BA&T SAP Business Objects Business Int. Platform Mobile add-on	(25 Concurrent Sessions) - 1	
Unrestricted: SAP Application Standalone Business Analytics Professional User	(Named User) - 2	
Unrestricted: SAP Application Standalone BI Limited User	(Named User) – 21	
Trade-in Amount		\$ (381,051.94)
Total Due for Business Objects Enterprise Licenses		\$ 275,511.14 *

* Amounts specified are due upon invoice.

Additional Licenses	# or type of Licenses	License Price
Maximo Anywhere Not to exceed \$1325 per user	45	\$58,590
IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 35 Users (44 total users) Not to exceed \$3000 per user	35	\$37,590
IBM Maximo® Asset Management Authorized User License – 11 Users	11	\$37,422
Total Maximo License Fees		\$133,602*