

Oakland Unified School District
Office of the Board of Education

October 29, 2008

TO: Board of Education

FROM: Roberta Mayor, Interim Superintendent
Laura Moran, Chief Services Officer
Ron Chandler, Information Technology Officer

SUBJECT: Science Applications International Corporation in an amount not-to-exceed \$162,400.00, for the period of Nov 1, 2008 through October 30, 2011.

ACTION REQUESTED

Approval by the Board of Education of the Science Applications International Corporation in an amount not-to-exceed \$162,400.00, for the period of Nov 1, 2008 through October 30, 2011.

BACKGROUND

Software License Agreement signed by SAIC on October 2, 2008 between the Oakland Unified School District and Science Applications International Corporation, providing the "Big Fix" power management software to the Oakland Unified School District "on-premise" and remotely.

The Scope of Big Fix software licensing includes the following:

- ◆ SAIC will provide Power Management software for up to 10,000 Computers
- ◆ SAIC/Big Fix will provide Support and Maintenance for 3 Years

LEGISLATIVE FILE
File ID No. 08-2514
Introduction Date 10/29/08
Enactment No. _____
Enactment Date _____
By _____

FISCAL IMPACT

The General Fund/Unrestricted Account will fund the \$162,400. Within 60 days following the contract execution, OUSD will receive a rebate from PGE. The amount of the rebate will vary based on the number of computers Technology Services is able to load the software on. The per computer rebate amount is \$15. Technology Services will load the software on at least 3000 computers per month (Monthly rebate amount to OUSD ~ \$45,000) until all computers are covered. Initial estimate is that OUSD has over 9000 computers (Total rebate amount ~ \$135,000).

RECOMMENDATION

Staff is recommending approval by the Board of Education of the Science Applications International Corporation (Big Fix application reseller) for the 2008-2009 fiscal years.

ATTACHMENT

- ◆ Software License Agreement between Science Applications International Corporation and the District.
- ◆ Big Fix Informational Briefing (power point presentation)
- ◆ Press Release – “Miami Dade County Public Schools Goes Green with Big-Fix Power Management”
- ◆ Network Power Management Software – Rebate Incentive Program

| |
|---|
| <i>Contract only:</i> _____ Fiscal Service Budget code: _____ |
|---|

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has met Fingerprinting/Criminal Background Certification requirements and has OUSD Vendor Number.
- Contractor and OUSD contract originator complete the contract packet together.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

| | |
|----------------------|--|
| Attachment Checklist | <input type="checkbox"/> Additional documentation (such as page from SPSA) for use of restricted resources <input type="checkbox"/> Fingerprint /Criminal Background Investigation Certification and letter for current fiscal year <input type="checkbox"/> Proof of negative tuberculosis status within past 4 years <input type="checkbox"/> Proof of general liability and workers' compensation insurance or completed General Liability Insurance Waiver Request Form <input type="checkbox"/> Statement of qualifications or resume |
|----------------------|--|

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | SAIC | Agency's Contact | Barbara Fitzgerald | | | | |
| OUSD Vendor ID # | V058195 | Title | | | | | |
| Street Address | 1439 SHORE ST | City | WEST SACRAMENTO | State | CA | Zip | 95691 |
| Telephone | 916.375.6624 | Email | | | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|----|--------------------|----|-----------------------|---------------|
| Date work will begin | NA | Date work will end | NA | Total Contract Amount | \$ 162,400.00 |
| Pay Rate Per Hour (required) | \$ | Number of Hours | | Other Expenses | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Requisition Number | R0902167 | Total Amount | \$ 162,400.00 | |
|--------------------|---------------|--------------|---------------|---------------|
| Resource # | Resource Name | Org Key | Object Code | Amount |
| 0000 | Unrestricted | 9861110799 | 5846 | \$ 162,400.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

| | | | | | | | |
|--|---|-------------------------|-----------------|---------------|---------------|----------|------|
| 1. | Administrator / Manager (Originator) | Name | Ron Chandler | Ext. | 8872 | Fax | 1848 |
| | Site / Department | 986/Technology Services | | | | | |
| | Signature | | | | Date Approved | 10/17/08 | |
| 2. | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs | | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | | | |
| | Signature | | | | Date Approved | | |
| 3. | Network or Executive Officer | | | | | | |
| | <input type="checkbox"/> Contract packet is complete, including verification of completion of Fingerprinting / Criminal Background Check | | | | | | |
| | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | | | |
| 4. | Cabinet (CAO, CCO, CFO, CAO, Assist. Sup. Facilities) | | | | | | |
| | Signature | | | Date Approved | | | |
| | 5. Board of Education or State Administrator Signature on the legal contract | | | | | | |
| Legal Required if not using standard contract | | Approved | Denied - Reason | | Date | | |
| Procurement | Date Received | PO Number | | | | | |



October 2, 2008

Ron Chandler
Information Technology Officer
Oakland Unified School District
314 E. 10 Street, Rm. 211
Oakland, CA 94606

Subject: BigFix Power Management Software
Reference: OAK090408-1b

Dear Mr. Chandler:

Thank you for providing SAIC with this opportunity to submit the attached pricing proposal for your current computer equipment requirements.

This quote is valid until 10/31/2008 and is governed by the attached terms and conditions. The software will be delivered electronically including support updates. Integration and training services can be quoted separately.

Total Fees payable hereunder shall be invoiced on the Effective Date and shall be due and payable net 60.

The warranty period contained in Section 5(a) of the terms and conditions shall be increased from thirty (30) to sixty (60) days.

Our payment terms are *F.O.B Destination*. All appropriate taxes and freight will be added to your invoice. Please issue purchase orders to:

SAIC
1439 Shore Street
West Sacramento, CA 95691
Attention: Ms. Barbara Fitzgerald
Fax Number: 916-371-5153
Order Acknowledgement Phone Number: 916-375-6624 *10
Please reference Quote number above to expedite order fulfillment.

Upon receipt of your order, SAIC will send you a letter thanking you for your order as well as inform you on the status of your order until it has been completely delivered to your organization. Thank you again for presenting SAIC with this opportunity to be of service to you. If SAIC may provide additional information, please contact Patrick Callahan at 916-201-0341.

Sincerely,

Science Applications International Corporation

Nancy Fejer
Senior Contracts Representative

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Deborah A. Cooky
Attorney at Law

10260 Campus Point Drive, M/S H-3F, San Diego, CA 92121
Tel (858) 826-5607; Fax (858) 826-3989
nancy.j.fejer@saic.com

| Description | Qty | Mfg Part Number | Offered Unit sell Price | Offered Ext'd Sell Price |
|-----------------------------------|-------|-------------------------|----------------------------|-----------------------------|
| Power Management | 10000 | PC (BF-NA-P-SM-PWRM | 10.15 | 101,500.00 |
| Support and Maintenance (3 Years) | 1 | Support and Maintenance | 60,900.00 | 60,900.00 |
| Grand Total | | | | 162,400.00 |

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Stephen A. Cooksey
Attorney at Law

ATTACHMENT – SAIC - Terms & Conditions for Hardware/Software Resale and Support Services

(April 2008)

These Terms & Conditions (“Terms”) shall govern the Services provided by Science Applications International Corporation (“SAIC”) as set forth in the Purchase Order to which these Terms are attached. These Terms, together with the Purchase Order (collectively “Agreement”), constitute the entire understanding and agreement between Client and SAIC with respect to the Services to be provided, and supersede all prior oral and written communications, and may be amended, modified or changed only in writing when signed by authorized representatives from both parties.

1. Services and/or Hardware Orders. SAIC will deliver the computer hardware and software products and/or perform the services (collectively “Services”) as called out in the attached Purchase Order in accordance with the terms and conditions stated herein.

2. Price & Payment Terms. Client shall make payment to SAIC for the Services according to the rates, schedule and time provisions of the Purchase Order. Client shall pay any and all sales, use, value added, excise, import, privilege, or other similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement (other than those levied on SAIC’s income). Invoiced amounts are due and payable by either electronic funds transfer (EFT) or by mail to the address listed on the invoice. Our payment terms are F.O.B Destination, due Net 60. All appropriate taxes will be listed on the invoice.

Invoices not paid within this period are subject to interest charges compounded at the rate of one percent (1.5%) per month and shall be added to all amounts unpaid and outstanding. If Client’s action or inactions result in the non-receipt of any payment to SAIC as required hereunder, SAIC shall have the right, exercisable in SAIC’s sole discretion, in addition to its other rights and remedies, to cease further performance of the Services or delivery of equipment/products hereunder.

3. Taxes. Customer shall pay any and all sales, use, value added, excise, import, privilege, or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement (other than those levied on SAIC’s income), imposed by any authority, government or governmental agency, and shall comply with all applicable treaties, laws, rules or regulations relating thereto. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by SAIC to Customer (other than those taxes levied on SAIC’s income), Customer shall reimburse SAIC for any such additional tax, including interest and penalties thereon. The contract price does not include any sales, use, value added, excise, import, privilege, stamp, payroll or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement. If SAIC is required to collect or pay such taxes including interest and penalties thereon, SAIC will charge Customer such amounts on its invoice or provide a separate invoice if no further invoices are issued under the contract. If SAIC is not registered to collect VAT or similar taxes, Customer will pay such amounts directly to the taxing authority.

4. Termination. Either party may terminate this Agreement for any reason upon thirty (30) calendar days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed and reimbursable costs and expenses incurred prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties that were entered into by SAIC in the course of performance hereunder prior to the effective date of termination. Such reimbursable costs may include, but are not limited to, cancellation fees, minimum consulting or material fees, and non-refundable charges or fees for third party products or services.

5. Limited Warranty. (a) Pass-Through and Limited Services Warranty. Hardware and Software Products - SAIC will pass-through to the Client, to the extent available and transferable, the manufacturer’s standard warranty and applicable terms. SAIC does not assume any liability for such warranties. SAIC will exchange any defective products up to 60 days after shipment. After this 60 day period, SAIC will diligently work to ensure that the problem is solved through the manufacturer’s standard warranty policy.

(b) Services Warranty – For SAIC performed services, SAIC warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services the same as or substantially similar to the Services. In the event of any breach of the foregoing warranty, provided Client has delivered to SAIC timely notice of such breach as hereinafter required, SAIC shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services; or (2) refund to Client that portion of the amounts received by SAIC attributable to the non-conforming Services. No warranty claim shall be effective unless Client has delivered to SAIC written notice specifying in detail the non-conformities within ninety (90) calendar days after performance of the non-conforming Services. The remedy set forth in this Section 4(b) is the sole and exclusive remedy for breach of the foregoing warranty.

(c) SAIC SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CLIENT’S HARDWARE, SOFTWARE, FIRMWARE OR COMPUTER SYSTEMS.

6. Limitation of Liability. (a) SAIC’s total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to SAIC under the applicable Statement of Work. (b) IN NO EVENT SHALL EITHER SAIC OR CLIENT BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to “Force Majeure Occurrences”. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

8. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its laws relating to conflict or choice of laws.



BigFix Power Management



Real-time visibility and control

©2006 BigFix, Inc.

Computer Power Studies

- The US Department of Energy reports:
 - Average PC wastes up to 400+ kilowatt-hours of electricity per year
 - Up to \$50+ per PC per year depending on energy prices
- Power generation is the leading CO₂ generator
 - 29.5% of CO₂ is created from Power Stations (EDGAR 2000)
- The wasted electricity from 5,000 PCs creates carbon-dioxide emissions equivalent to 190 cars (375 lbs or 170 kg per PC per year)

Power Management Breakdown (per year)

| Computer State | Power Used | CO ₂ | Cost |
|-------------------------|------------|-----------------|-------|
| Only on for work hours | 328 kWh | 459 lbs | \$33 |
| Low power mode | 502 kWh | 702 lbs | \$50 |
| Full power all the time | 1,192 kWh | 1,589 lbs | \$113 |

- At the extremes, 10 poorly managed computers can waste
 - \$800
 - 5 tons of CO₂
 - Equivalent of 1 car's worth of emissions
 - 1 acre of trees (needed to offset emissions)

Power Management Complexities

- The problem is in the management of the computers
 - Users chronically disable power management
 - According to the Lawrence Berkeley National Laboratory, over 80% of users disable their PCs power conservation settings within 90 days
 - Computers in low power mode can't be updated so IT staff are reluctant to enable power management
 - Central management of power settings is difficult
- BigFix Power Management directly addresses these issues!

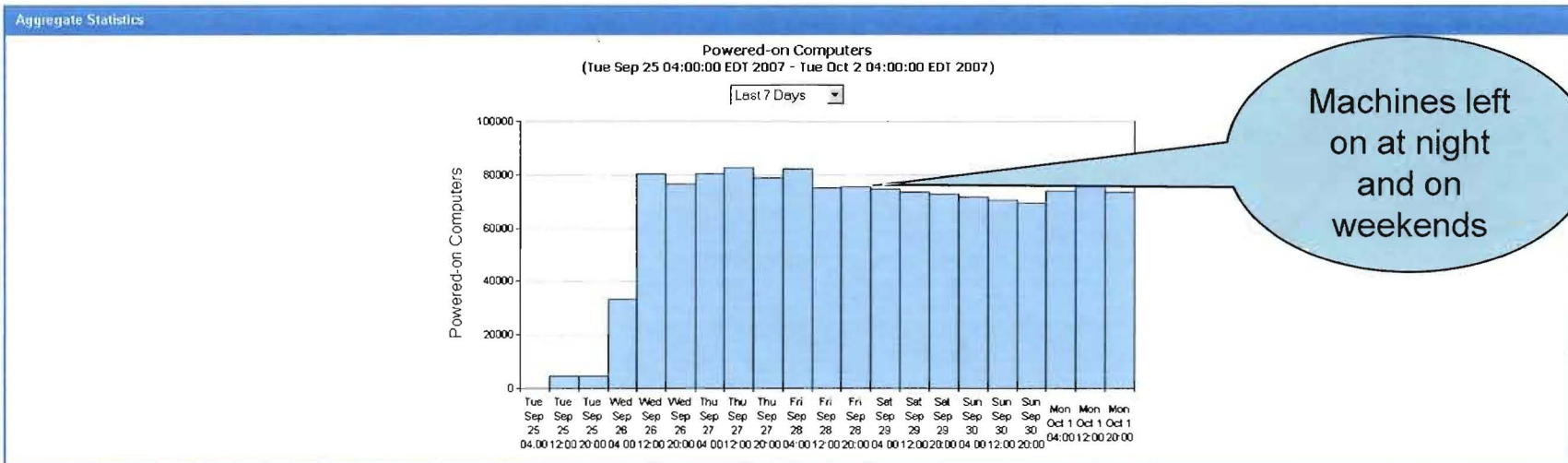
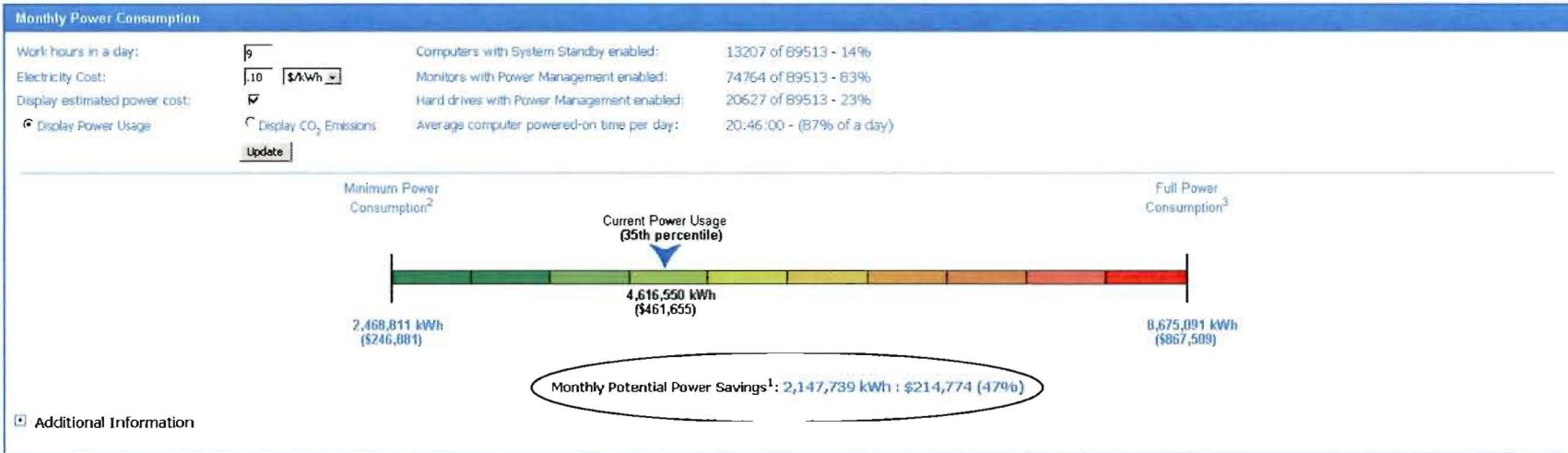


BigFix Approach

- Fundamental idea is straight-forward
 - Allow companies to apply computer power savings technologies
- Manage the IT complexities of power management
 - Granular controls to deal with IT issues
- Simplicity of Reporting
 - Allow companies to measure their power savings potential
 - Give simple metrics about performance
- Results
 - Significant money savings
 - Aligns with green initiatives



Customer Before Sample – 90K Endpoints



Real-time visibility and control

Customer After Sample – 90K Endpoints

Work hours in a day: 9
 Electricity Cost: .10 \$/kWh
 Display estimated power cost: Display Power Usage
 Display CO₂ Emissions

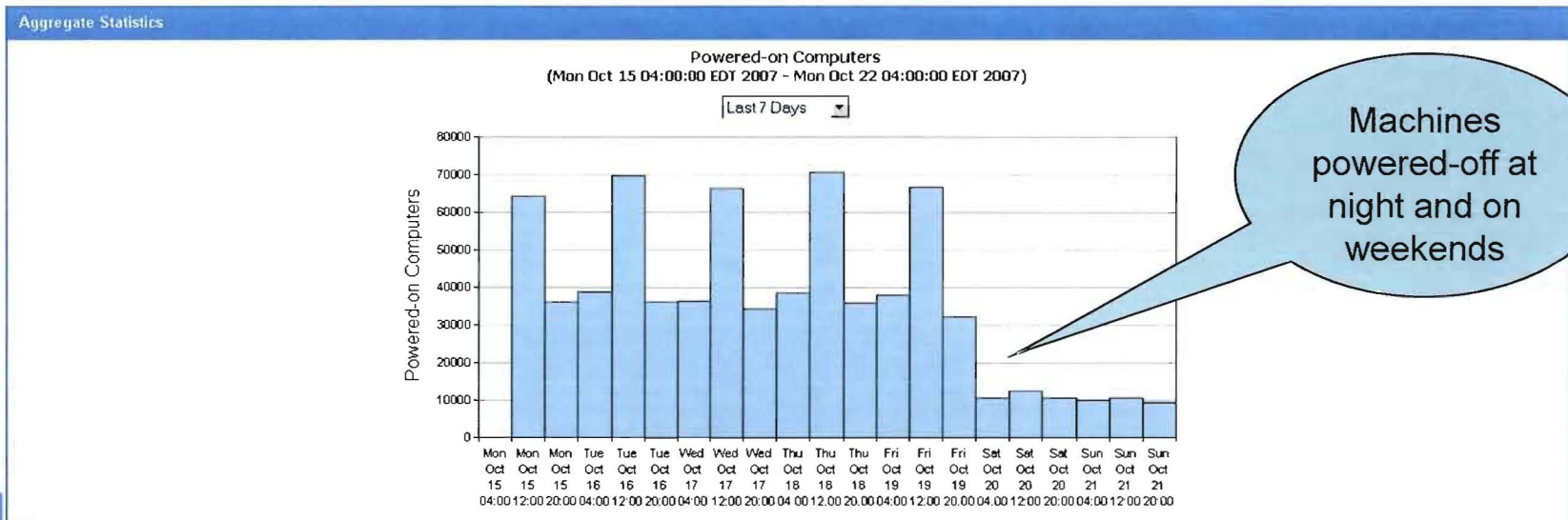
Computers with System Standby enabled: 13484 of 90287 - 14%
 Monitors with Power Management enabled: 75616 of 90287 - 83%
 Hard drives with Power Management enabled: 21291 of 90287 - 23%
 Average computer powered-on time per day: 10:16:00 - (43% of a day)

Minimum Power Consumption²
 Current Power Usage (4th percentile)
 Full Power Consumption³

2,667,076 kWh (\$266,708)
 2,431,568 kWh (\$243,157)
 8,789,597 kWh (\$878,960)

Monthly Potential Power Savings¹: 235,508 kWh : \$23,551 (9%)

Additional Information



Real-time visibility and control

Rebate & Power Savings Are Substantial

- Several energy companies are offering rebates of \$15 for every computer managed via BigFix Power Management

| # of Computers | Rebate Amount | Power Cost Savings | Total Savings |
|----------------|---------------|--------------------|---------------|
| 1,000 | \$15,000 | \$30,000 | \$45,000 |
| 5,000 | \$75,000 | \$150,000 | \$225,000 |
| 20,000 | \$300,000 | \$600,000 | \$900,000 |
| 100,000 | \$1,500,000 | \$3,000,000 | \$4,500,000 |

- We are researching similar programs offered by other utilities



Green Initiatives

- Reducing electricity in your organization can help comply with “green” initiatives
 - Internal policy initiatives
 - Government backed programs
 - Green-Focused Organizations & Initiatives
 - World Wildlife Fund Climate Savers Program
 - <http://www.worldwildlife.org/climate/projects/climatesavers/companies.cfm>
 - Climate Savers Computing Initiative
 - <http://www.climatesaverscomputing.org/>
 - The Green Grid
 - <http://www.thegreengrid.org>
- All of these programs are fundamentally based on reducing electricity usage and thus reducing greenhouse emissions AND saving money



BigFix Products

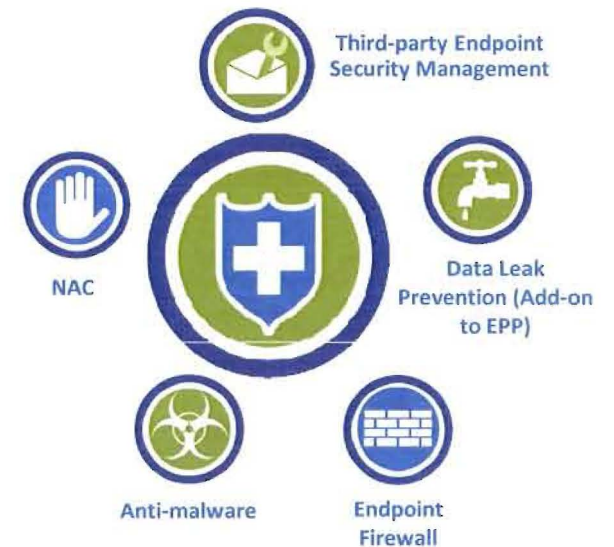
Systems Lifecycle Management



Security Configuration & Vulnerability Management



Endpoint Protection Platform



BigFix Discovery 7 Platform



Real-time visibility and control

What You Should Do Next

- Ask BigFix to provide your organization with:
 - A power meter
 - An assessment of potential savings based on your organization's actual settings and consumption
 - An investigation into utility rebates



Rebate Details

- PG&E, SCE, and SDG&E are offering a rebate of \$15 for every computer whose power is managed via BigFix Power Management
 - “PC power management products like the one sold by **BigFix** are a painless way for enterprises to cut electricity costs and reduce greenhouse gasses. Better yet, **SCE is offering a \$15 incentive per networked PC** to our customers who **install and operate this type of power management product**. We encourage every business and **public sector organization** to look carefully at reducing energy consumption and to work with us to make every watt count.”
 - Steve Culbertson, Program Manager, Southern California Edison



BigFix Power Management at Stanford U.

SUSTAINABLE STANFORD

- Overview
- Sustainability Working Group
- Land & Buildings
- Residential & Dining Enterprises
- Transportation
- Water Conservation
- Energy
- CO2
- Recycling
- Environmental Health & Safety
- Student Groups
- Environment & Sustainability Initiative

Stanford's Energy Retrofit Program (ERP) projects during this last decade are estimated to save 158 million kWh of electricity - enough power to serve 22,000 California homes for one year.



BigFix Power Management

In support of Stanford's efforts to reduce our carbon footprint, Stanford University is participating in the BigFix Power Management program. Through this program, PG&E will rebate to Stanford \$15 for every computer that has Power Management enabled via BigFix. This money will be distributed to the schools & departments to use to support other Sustainable IT efforts, including replacing CRT's with flat-panel monitors, replacing power-heavy tower computer systems with more energy efficient ones, and so on.

On November 15, Stanford will take a count of all machines with power management enabled. You can participate in this effort by choosing from these options below:



Monitor & disk power down after 15 minutes.
Computer goes to Standby after 60 minutes.



Real-time visibility and control

BigFix Power Management Users include, but are not limited to the following customers.

- Cal State University Office of the Chancellor
BigFix, Inc. was awarded Bid for RFP 70466 to provide a system wide Management Solution to all 24 California State University. The total number of devices covered is over 150,000.
- Stanford University
- San Mateo County
- Miami Dade Consolidated Public School District
- Kern School District
- Western Federal Credit Union



Thank You





DRAFT

Press contact:

Rosemary Miller
Citigate Cunningham for BigFix, Inc.
415-618-8720
rmiller@citigatecunningham.com

**MIAMI-DADE COUNTY PUBLIC SCHOOLS GOES GREEN
WITH BIGFIX POWER MANAGEMENT**

Fourth Largest U.S. School System Saving Millions of Dollars in Energy Costs

EMERYVILLE, Calif. – January 29, 2008 – BigFix, Inc. today announced that Miami-Dade County Public Schools, which has 345,000 pupils and 22,000 teachers, has estimated savings of \$2 million in annual electricity cost reductions by using BigFix Power Management. The phase one implementation of BigFix Power Management is installed on 90,000 desktop computers at 370 locations, reducing average PC power consumption from almost 21 hours to 10.3 hours per day. The significant reduction in power consumption will remove an estimated 34.3 million pounds of carbon dioxide from the air each year, which is equivalent to the amount of carbon dioxide emitted yearly by 2,969 cars.

“BigFix Power Management has been easy to install, easy to operate, and very flexible – it’s working exactly as we expected from the proof-of-concept,” said Tom Sims, Director of Network Systems at Miami-Dade County Public Schools. “Our school system is a very large, highly distributed enterprise. BigFix enables us to centrally control power settings, in real time, across all of our 90,000 endpoints to significantly reduce energy costs, as well as our carbon footprint.”

Miami-Dade County Public Schools is implementing a highly customized power management plan that will serve the unique needs of each school/admin site. For example, some schools provide “community school” activities during the evening hours. BigFix Power Management enables the school system to keep computers running at the schools providing those activities while turning off the computers at schools that provide daytime K-12 classes. While Miami-Dade County Schools has identified several desktops that must be left on (e.g., remote access from home), BigFix Power Management enables the school system’s IT department to accommodate this and other necessary exceptions to Miami-Dade County Schools’ new power management policies.

“Though BigFix started out solving IT problems, our architecture is uniquely applicable to many critical problems – and no problem is more critical than the state of our environment,” said Dave Robbins,

President and CEO at BigFix, Inc. “BigFix Power Management is built on the same platform as our IT Solution Packs, but it’s helping numerous forward-thinking organizations save millions of dollars while significantly decreasing their carbon footprint, which is something we can all be proud of.”

Historically, employees have kept computers running out of convenience, and IT organizations have been hesitant to enforce strict power policies since computers need to be “on” in order to implement IT updates. By leveraging unique BigFix Distributed Wake-on-LAN technology, BigFix Power Management allows IT administrators to centrally manage and continuously enforce power management policies on all corporate PCs without sacrificing manageability and security.

BigFix Power Management customers can benefit from tax incentives and greatly reduced electricity bills, and now many of BigFix’s California-based customers can receive even greater cost savings through one of several utility rebate programs. California-based utilities, including Pacific Gas & Electric (PG&E), Southern California Edison, and San Diego Gas & Electric, are offering rebate incentive programs to organizations using tools like BigFix Power Management. PG&E will provide rebates of \$15 per PC to Northern California companies through its customer energy efficiency program.

About BigFix

Founded in 1997, BigFix® Inc. offers the only converged IT security and operations platform that enables real-time visibility and control of globally distributed desktop, mobile and server computers. BigFix enables large-scale enterprises to continuously enforce IT security, IT policy compliance, and systems management on all computers, anytime, anywhere. Designed for highly distributed and complex IT infrastructures, BigFix delivers real-time endpoint visibility and control through its single-agent, multi-function, on-demand architecture. Its award-winning technology is proven in production at more than 600 companies, government agencies, and public sector institutions worldwide, and currently manages over 7,000,000 desktop and mobile clients, workstations, and servers. More information can be found at www.bigfix.com.

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NETWORK POWER MANAGEMENT SOFTWARE

REBATE INCENTIVE PROGRAM

Computers and computer monitors in the United States are responsible for the unnecessary production of millions of tons of greenhouse gases every year, according to the Environmental Protection Agency. In U.S. companies alone, more than \$1 billion a year is wasted on electricity for computer monitors that are turned on when they shouldn't be.

BigFix Power Management adds real-time visibility and control of desktop, laptop, and peripheral power consumption to the array of BigFix security and configuration management services. Consisting of a BigFix Policy Message (Fixlet®) library accessed through the BigFix Console, administrators can enforce power management policies on PCs any time, any where. Leveraging unique BigFix Distributed Wake-on-LAN functions, BigFix Power Management enables users to optimize operational efficiencies by synchronizing power conservation with other IT security and system management processes.

California and Washington State utility companies such as Pacific Gas and Electric, San Diego Gas & Electric, Southern California Edison and Avista Utilities are offering a rebate ranging from \$10-\$15 per networked PC to customers who install and operate the BigFix Power Management solution.

For more information on how to get this type of program implemented in your territory, please contact:

Pacific Gas and Electric Company

Mark J.E. Bramfitt
Principal Program Manager
High Tech Market
Customer Energy Efficiency
mjb9@pge.com
(415) 973-2933

Avista Utilities

Catherine Bryan
Program Manager
Catherine.Bryan@avistacorp.com
(509) 495-8011

So Cal Edison

Steve Culbertson
Program Manager
Steve.Culbertson@sce.com
(626) 302-1629

BigFix, Inc.

Shawna King
Marketing Communications Manager
shawna_king@bigfix.com
(510) 740-1225

San Diego Gas & Electric

Christina Rathbun
Program Manager
Crathbun@semprautilities.com
(858) 636-5776

BigFix, Inc.

Naveed Makhani
Program Manager
naveed_makhani@bigfix.com
(510) 740-1209

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) Science Applications International Corporation | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 10260 Campus Point Drive | Requester's name and address (optional) |
| City, state, and ZIP code San Diego, CA 92121 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--|
| Social security number |
| OR |
| Employer identification number |
| 95 3630868 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date ▶ **10/6/08**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Pacific Gas and Electric Company
Business Computing Catalog
 Energy Efficiency Rebates for Your Business

Carefully read the specifications below to determine that you are installing a qualifying product(s). Customers applying for an electric product must have a PG&E electric account and customers applying for a gas product must have a PG&E gas account.

NETWORK PC POWER MANAGEMENT SOFTWARE

Must be a PG&E electric customer. The installation of qualifying software must allow centralized control at the server level of the power management settings (sleep mode and shutdown) of PCs on a distributed network. In addition, the software must have a reporting feature that allows monitoring and validation of energy savings. Qualifying software must be purchased and installed on or after March 1, 2007. When contacted, customers must allow PG&E access to customer property site to verify the software license installation at the server level and the number of PCs being controlled by the system. When submitting a rebate worksheet, customers must ensure the following documentation is attached:

1. copy of Software License Agreement,
2. a report directly from the Network Energy Management Software that verifies the number of PCs that are being controlled by the system, and
3. the number of computers authorized per License.

New Requirements

- Effective August 8, 2008, the rebate for the qualifying software is for control of desktop PCs only.
- Effective August 8, 2008, a rebate will not be available for control of laptop and laptop stations.
- Customers who purchase qualifying software by August 8, 2008 for laptop and laptop stations will receive a rebate if applications are postmarked or received by PG&E's Integrated Processing Center (IPC) by October 8, 2008.
- Applications postmarked or received by PG&E's IPC on or after October 8, 2008 are not eligible for a rebate for laptop and laptop stations.

| Product Code | Rebate/Unit Measure |
|--|---------------------|
| M03 Network PC Power Management Software | \$15.00/perPC |

PLUG LOAD OCCUPANCY SENSORS

This rebate applies to passive infrared and/or ultrasonic detectors only. Plug-load sensors must control electricity using equipment in offices or cubicles, including shared copiers and/or printers.

| Product Code | Rebate/Unit Measure |
|--------------------------------|---------------------|
| L65 Plug Load Occupancy Sensor | \$15.00/Sensor |

For more information visit www.pge.com/biz/rebates or call the Business Customer Service Center at 1-800-468-4743.



Energy Efficiency Rebates for Homes, Businesses and Multifamily Properties

APPLICATION FORM 2006 - 2008

SECTION 6

TERMS AND CONDITIONS: READ, SIGN, AND DATE PAGE 1, SECTION 5

- To be eligible for a rebate I understand that I must be a customer of Pacific Gas and Electric Company (PG&E) with an active meter serviced by PG&E. I understand that if I am installing products at more than one residence or facility, I must identify each individual address and Service ID # on the "Rebate Product Information" section. All uses herein of the words "install", "installation", or similar phrases shall mean complete installation such that the subject products are fully functional and operational.
- I agree to provide PG&E with 100% of the energy savings for the rated life of the product(s) or for a period of three (3) years from receipt of rebate, whichever is less. If I do not provide the energy savings or if I cease to be a customer of PG&E during the 3 years, I shall refund a prorated amount of rebate dollars based on the time installed.
- I understand the program term is January 1, 2006 through December 31, 2008 or sooner if allocated funds are depleted. New products that are ordered, purchased and installed prior to January 1, 2006 or after December 31, 2008 do not qualify for a rebate. Program offerings and rebate amounts may change during the program term. Resale products, products leased less than 3 years, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products, do not qualify. The program may be modified or terminated without prior notice.
- I understand that this signed and dated "Application Form 2006 - 2008", completed "Rebate Product Information" incorporated herein by this reference, all appropriate proof(s) of purchase, and other required documentation as referenced in this application must be sent to PG&E's Integrated Processing Center (IPC) postmarked by December 31, 2008 to be considered eligible for payment of a rebate. A rebate check for qualifying product(s) is generally mailed 6 to 8 weeks after PG&E receives and approves a completed application including all required documentation unless an application is selected for a verification, which may add additional time. An incomplete application cannot be processed for payment.
- I will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), or any authorized third party reasonable access to my property to verify the installed product I have purchased before a rebate is paid. I understand that a rebate will not be paid if I refuse to participate in any required verification. The verification of installation must be scheduled within 30 days of customer contact by PG&E. I understand that PG&E may contact the qualifying product vendor and/or installer, if needed, to verify purchase and/or installation and may provide my name and/or address to complete this verification.
- I have installed a qualifying product(s) and understand that the energy-efficiency eligibility requirements for each stated product (as defined in the Catalog) determines the rebate amount. The rebate amount cannot exceed the purchase price.
- I understand that I cannot receive a rebate for the same product or equipment from more than one California investor-owned utility or third party energy-efficiency program offering rebates, financing or other rebates funded with CPUC Public Goods Charge funds. Products discounted by PG&E at the point of sale are not eligible for additional rebates.
- THE UTILITY MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. I AGREE TO INDEMNIFY PACIFIC GAS & ELECTRIC COMPANY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
- If a tenant, I am responsible for obtaining the property owner's permission to install the measure for which I am applying for a rebate payment. My signature on this application indicates I have obtained this permission.
- I understand that PG&E is not responsible for items lost or destroyed in transit through the mail or electronic medium. Original applications will become the property of PG&E.

SECTION 7

PAYMENT RELEASE AUTHORIZATION

COMPLETE THIS SECTION ONLY IF PAYMENT IS GOING TO SOMEONE OTHER THAN THE PG&E CUSTOMER OF RECORD ON PAGE 1, SECTION 2. I AM AUTHORIZING THIS PAYMENT OF MY REBATE TO THE THIRD PARTY ("PAYEE") NAMED BELOW AND I UNDERSTAND THAT I WILL NOT BE RECEIVING THE REBATE CHECK FROM PG&E. IF "PAYEE" IS A BUSINESS, PAGE 1, SECTION 3 NEEDS TO BE COMPLETED. I ALSO UNDERSTAND THAT MY RELEASE OF THE PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT ME FROM THE REBATE REQUIREMENTS OUTLINED IN THIS APPLICATION.

AUTHORIZED BY:

PG&E Customer of Record (please print)

Signature

Date

Check should be made payable to:

Payee: Individual / Business name

Telephone number

Payee mailing address

City

State

Zip

FOR UTILITY USE ONLY

| | |
|---|----------|
| Post field date | CEE ID |
| Vendor number | TPI code |
| Rep ID | |
| Rep phone # | |
| <input type="checkbox"/> Mail check to field office | |
| Total rebate | |
| Reviewer/Authorized signature #1 | |
| Authorized signature #2 (if > \$5,000) | |

SECTION 8

BUSINESS PROPERTY TYPE DESCRIPTION

- | | | |
|--|---|---|
| <input type="checkbox"/> Education Community College | <input type="checkbox"/> Lodging Hotel | <input type="checkbox"/> Restaurant Fast Food |
| <input type="checkbox"/> Education Primary School | <input type="checkbox"/> Lodging Motel | <input type="checkbox"/> Restaurant Sit Down |
| <input type="checkbox"/> Education Secondary School | <input type="checkbox"/> Manufacturing Bio Tech | <input type="checkbox"/> Food Processing and Kindred Products |
| <input type="checkbox"/> Education University | <input type="checkbox"/> Manufacturing Light Industry | <input type="checkbox"/> Paper and Allied Products |
| <input type="checkbox"/> Assembly | <input type="checkbox"/> Office Large | <input type="checkbox"/> Chemicals and Allied Products |
| <input type="checkbox"/> Grocery | <input type="checkbox"/> Office Small | <input type="checkbox"/> Petroleum and Coal Products |
| <input type="checkbox"/> Health Medical Hospital | <input type="checkbox"/> Retail Single Story Small | <input type="checkbox"/> Metals |
| <input type="checkbox"/> Health Medical Clinic | <input type="checkbox"/> Retail Single Story Large | <input type="checkbox"/> Storage Warehouse Conditioned |
| <input type="checkbox"/> Lodging Guest Rooms | <input type="checkbox"/> Retail 3 Story Large | <input type="checkbox"/> Storage Warehouse Unconditioned |
| | | <input type="checkbox"/> Storage Warehouse Refrigerated |

If not found, please describe: _____



Product offerings and rebate amounts are subject to change during the program term.

www.pge.com/rebates

Web 2

Energy Efficiency Rebates

for Homes, Businesses and Multifamily Properties

APPLICATION
INSTRUCTIONS
2006 - 2008

Pacific Gas and Electric Company's Energy Efficiency Rebates are available to eligible PG&E customers who install qualifying energy-efficient products in homes, businesses or multifamily properties. Please refer to the appropriate product catalog for information on product specifications including energy-efficiency requirements, rebate amounts and product codes.

APPLICATION INSTRUCTIONS

1. **Read** the Terms and Conditions on page 2, section 6 and sign your acceptance on page 1, section 5 included in this application.
2. **Read** the Product Specifications for the item(s) in the corresponding catalog for which you are applying. The catalog will detail the requirements for qualifying products including eligibility dates, if applicable.
3. **Purchase and Install** qualifying product(s) between January 1, 2006 and December 31, 2008. These dates may change if funds are depleted sooner. Qualifying products must be installed before submitting your application.

All applications should be returned within 90 days of purchase date and must be postmarked by December 31, 2008 to be considered eligible.

4. **Complete the Application Form - pages 1 and 2.** You will need the rebate catalog affiliated with your purchase, your receipt and a copy of your PG&E bill:
 - A. **Account Information - page 1, section 1.** Complete all required fields, account number(s), "Property Occupied By" and "Property Type".
 - B. **Customer Information - page 1, section 2.** Print your name as it appears on your PG&E bill, address information and telephone number. Provide installation address, mailing address and contact information.
 - C. **Business Customers or Multifamily Property Owners or Energy Efficiency Trade Professionals** who will be authorized to receive the rebate from the PG&E Customer of Record, please complete page 1, section 3 with your "Tax Status" and "Tax ID Number".
 - D. **Rebate Product Information - page 1, section 4.** Complete all required information including: Service ID #, product code number, manufacturer, model number, install date, unit of measure, number of units, rebate per unit and total rebate amount.
 - **Business Applicants:** you must include Service ID # for the location of each product if products were installed at different service addresses.
 - **Multifamily Properties Applicants:** you must complete the Apartment Product Location Form or Common Area Product Location Form in the Multifamily Properties Catalog, instead of page 1, section 4 of this application form.
 - E. **Business Property Type Description - page 2, section 8.** Business customers must check one of the boxes or provide a written description of their business.
 - F. **Multifamily Properties** - In addition to the attached forms, Multifamily property owners MUST complete the "Reservation Form" in the Multifamily Properties Catalog.
5. **Signature and date required in the following sections:**
 - A. **Page 1, section 5, accepting the "Terms and Conditions".** Your signature is required and must be in **INK** to accept the "Terms and Conditions" of the application.
 - B. **Rebate check to be paid to a trade professional, landlord or other party?** In addition to providing your signature on the page 1, section 5 when the rebate is to be paid to a party other than the Customer of Record as provided on the PG&E bill, the "Payment Release Authorization" on page 2, section 7 of this application MUST be signed in **INK**.
6. **Make and Keep a Copy** of the completed Application Form and all required documentation, such as receipts, and Home Improvement Contracts for your records. Submitted applications will become the property of PG&E.
7. **Mail** the completed Application Form and other required documentation with proofs of purchase to Pacific Gas and Electric Company.

MAIL APPLICATION TO:

Pacific Gas and Electric Company
Integrated Processing Center
Energy Efficiency Rebates - MM
P.O. Box 7265
San Francisco, CA 94120-7265

CONTACT INFORMATION

Please visit www.pge.com/rebates

Residential Customers
1-800-933-9555

Business Customers
1-800-468-4743

Multifamily Property Owners
1-800-933-9555



Product offerings and rebate amounts are subject to change during the program term.

www.pge.com/rebates

Web 3

Energy Efficiency Rebates for Homes, Businesses and Multifamily Properties

APPLICATION
INSTRUCTIONS
2006 - 2008

PROOF OF PURCHASE REQUIREMENTS

Proof of purchase and other documentation required to process your rebate application may differ depending on who completes the installation – you or your contractor.

All Customers – Homes, Businesses and Multifamily Properties

1. Retail Product Receipt/Invoice

Proof of purchase and supporting documentation should be submitted within 90 days of purchase date and must include all of the following information:

- A. Retailer/Contractor name, address, and phone number
- B. Itemized listing of each product including quantity, product description, manufacturer, model number, or other identifying information, i.e., SKU # as appropriate
- C. Purchase price per product
- D. Date "Paid in Full" or payment terms, such as "Charge" or "Net 30"
- E. Product installation date

Read the product specifications included in the appropriate catalog to make sure all requirements are met.

Residential and Multifamily Property Customers Only

Depending on your energy-efficiency project, you may need to submit a Home Improvement Contract as additional documentation to be submitted to PG&E, along with your proof of purchase.

2. Home Improvement Contract (HIC)

- A. The California State License Board (CSLB) requires that licensed contractors must provide you with an HIC if the materials and labor total for the product(s) and installation is \$500 or more. It is recommended that you request an HIC from your contractor even if the contractor's product and installation costs are less than \$500.
- B. If an HIC is your proof of purchase it must be given to you by your contractor and must be signed and dated by both you and your licensed contractor.
- C. If the signatures are not dated, the date that the HIC was written will determine the product order/purchase date.

For additional information on Home Improvement Contracts or the status of your contractor's license, visit www.cslb.ca.gov or call the **Contractors State License Board** at **1-800-321-CSLB**.

BUILDING A NEW HOME?

For more information about energy-efficient new homes, please visit www.pge.com/newhomes.

SOLAR INCENTIVES AVAILABLE

For more information about the California Solar Initiative and solar incentives, please visit www.pge.com/solar.

CUSTOMER DEFINITIONS

Residential Customers living in a Home, Mobile Home, Apartment or Condominium.

Business Customers and Commercial Property Owners.

Multifamily Properties - Residential/ apartment buildings and condominium communities of two or more units, and mobile home parks. Products may be installed in existing apartments, or in the common areas of apartment buildings, condominium communities, and mobile home parks.

CONTACT INFORMATION

Please visit www.pge.com/rebates

Residential Customers

1-800-933-9555

Business Customers

1-800-468-4743

Multifamily Property Owners

1-800-933-9555



Product offerings and rebate amounts are subject to change during the program term.

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Rev. January 2008 C-0100

This program is funded by California utility customers and administered by Pacific Gas and Electric Company, under the auspices of the California Public Utilities Commission.

www.pge.com/rebates

PR: PO: Status: Sec Cd: Aprv: Next:

| Vendor | ShipTo | BillTo | Reqst'd | Aprv'd | Printed | Details | Blanket/Dates | Req. Codes | Misc. |
|--|--------|----------|---------------------------------------|--------|---------|---------|---------------|------------|-------|
| V058195 SCIENCE APPLICATIONS 1439 SHORE STREET | | Addr: P1 | By: CHINN, JANICE Date: 10/09/2008 | | | | | | |
| WEST | CA | 95691 | PO Total: \$162,400.00 | | | | | | EC |

| Items | | Association Codes | | Notes | | | | |
|----------|----------|-------------------|----------|--------------|---|--------------------|-----------------|---------|
| Item Num | Quantity | Units | Amount | Product Code | Description | ACCOUNT NUMBER | Extended Amount | Percent |
| 0001 | 10,000 | EA | 10.15 | LICENSE | BigFix Power Management Software - OAK090408-1b | GL 9861110799-5846 | 101,500.00 | |
| 0002 | 1 | EA | 60,900.0 | LICENSE | Three Years Support and Maintenance for BigFix | GL 9861110799-5846 | 60,900.00 | |
| 0003 | 0 | | 0.00 | | | GL 9861110799-5846 | 0.00 | |

1517
PR
R0:

PR: PO: Status: Sec Cd: Aprv: Next:

| Vendor | ShipTo | BillTo | Reqst'd | Aprv'd | Printed | Details | Blanket/Dates | Req. Codes | Misc. |
|--|--------|----------|-------------------|--------|---------|---------|---------------|------------|-------|
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| Item | Association Codes | Notes | | | | | |
|--|-------------------|-------|----------|--------------|--|--------------------|-----------------|
| Item Num | Quantity | Units | Amount | Product Code | Description | ACCOUNT NUMBER | Extended Amount |
| 0001 | 10,000 | EA | 10.15 | LICENSE | Item Description ment Software - OAK090408-1b | GL 9861110799-5846 | 101,500.00 |
| 0002 | 1 | EA | 60,900.0 | LICENSE | Three Years Support and Maintenance for BigFix | GL 9861110799-5846 | 60,900.00 |
| 0003 | 0 | | 0.00 | | Power Management Software. | GL 9861110799-5846 | 0.00 |
| Estimated Coverage Dates: October 29, 2008 - October 28, 2011 | | | | | | | |