

Information to be included in all Legislation Modifying a Contract:

1. **The names, location by City/State and status of all companies submitting a competitive bid or submitting an RFP or RFSQ for the original contract.**

| <u>Name</u> | <u>City/State</u> | <u>Majority/MBE/FBE</u> |
|---|-------------------|-------------------------|
| No formal bidding took place; the original contract was awarded to SPL WorldGroup Inc. (now Oracle, Inc.), under sole source provisions, as they are the proprietor of the Computerized Maintenance Management System software. | | |

2. **The name, address, contact name, phone number and contract number of the firm awarded the original contract.**

SPL WorldGroup Inc. (Oracle Corporation)
2121 North California Blvd., Ste. 800
Walnut Creek, California 94596
Dave Mulit 925-658-1000
EL005533

3. **A description of work performed to date as part of the contract and a full description of work to be performed during any future phasing of the contract.**

Work performed to date: Implementation of the Computerized Maintenance Management System (CMMS) for the Division of Power and Water.

Future phasing of the contract: post-implementation assessment. City may need to procure further services from Oracle to address any issues identified in the post-implementation assessment.

4. **An updated contract timeline to contract completion.**

This will take approximately 8 months to complete and will start in March of 2008 and end in November of 2008.

5. **A description of any and all modifications to date including the amounts of each modification and the Contract Number associated with any modification to date. (List each modification separately.)**

Modification #1 - implementation and configuration of the Computerized Maintenance Management System, for the Power section of the Division of Power and Water. When the original contract was established in September 2005, the Power section did not have funding available. \$300,000 EL006572

6. **A full description of the work to be performed as part of the proposed contract modification. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

Future phasing of the contract:

Assess the implementation for the Divisions of Water and Power and Sewerage and Drainage. The Post Implementation Assessment will consist of on-site weeks performing a series of interviews with selected personnel in each division. Once the rounds of interviews are completed, Oracle will write up an assessment report and provide it to the City. The assessment report will document the interviews and will provide a summary of potential adjustments to business processes, application configuration, or additional end-user training.

Based on the findings in the assessment report, the City of Columbus will may to procure further services from Oracle to address any of the recommendations identified in the assessment report or utilize the Business and Application Improvement Workshops identified in this scope of work. This is a continuation of the original capital improvements contract.

Further assistance is needed to provide training. Workshops for addressing Business and Application improvements will consist of Oracle working with the City of Columbus in expanding the City's use of the WAM application. This will consist of on-site workshops that will target specific application areas and educate the City on how the application can be used and to assist in the configuration of the application where identified to assist the City in addressing their business requirements. This would be funded out of the Department's operating budget.

7. **If the contract modification was not anticipated and explained in the original contract legislation a full explanation as to the reasons the work could not have been anticipated is required. (Changed or field conditions is not sufficient explanation. Describe in full the changed conditions that require modification of the contract scope and amount.)**

This modification was not mentioned in the original legislation as the department did not realize the full complexity and the capability of the software. Oracle USA, Inc. suggested this post-implementation take place due to the amount of inquiries made by the Division of Power and Water.

8. **An explanation of why the work to be performed as part of the contract modification cannot be bid out. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

Original contract was set up as a sole source contract. The software used is proprietary to SPL WorldGroup Inc (now Oracle, Inc.)

9. **A cost summary to include the original contract amount, the cost of each modification to date (list each modification separately), the cost of the modification being requested in the legislation, the estimated cost of any future known modifications and a total estimate of the contract cost.**

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|---------------------|-------------|--|
| Original contract = | 1,600,000 | (EL005533, September 19, 2005) |
| Modification #1 = | 300,000 | (EL006572, December 4, 2006) |
| Modification #2 = | 302,939 | |
| Modification #3 = | N/A | (address post-implementation findings) |
| | \$2,202,939 | |

10. **An explanation of how the cost of the modification was determined.**

The fees are based on an hourly rate for their staff to be on site.