

**STAFF REPORT FOR CALENDAR ITEM NO.: 10
FOR THE MEETING OF: July 9, 2026**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute an agreement with Oracle America, Inc. (“Oracle”), utilizing the Utah NASPO ValuePoint Master Agreement # AR2487, and the Participating Addendum to the Master Agreement, for the purchase of Oracle NetSuite for Government Cloud Service in an amount not to exceed \$788,130.81 over the five-year base term and three option years.

EXPLANATION:

In February 2008, the TJPA Board approved an agreement for implementation, a perpetual license and a five-year software maintenance term for Logos, a governmental accounting software product from New World Systems. In November 2015, New World Systems was acquired by Tyler Technologies (“Tyler”). The agreement was amended to assign the obligations to Tyler, and Tyler has assumed providing maintenance and support. In April 2013, the TJPA Board authorized execution of a renewal agreement for software maintenance and support, for five years. In June 2017, the TJPA Board authorized an agreement for cloud hosting and maintenance, for three years. In August 2020, per Board Policy No. 01 – Procurement Policy, the TJPA Executive Director authorized an agreement with Tyler, for four years. From 2024 through the present, services and licenses have been purchased through the Board Policy No. 001’s Micro-Purchase process.

As the TJPA continues to grow, particularly with the advancement and delivery of The Portal, there is a need for a modern, integrated Enterprise Resource Planning (ERP) system. The expansion of capital project accounting, grant management, procurement, contract administration, and financial reporting associated with The Portal has exceeded the capabilities of the legacy financial system. A new ERP system is needed to support enhanced financial reporting, budgeting, capital project accounting, procurement, contract management, and informed decision-making. The current system has significant technological and functional limitations that constrain operational efficiency and scalability.

TJPA’s Finance and Procurement team conducted market research on available platforms, including Oracle PeopleSoft, Oracle NetSuite for Government, Oracle NetSuite for Nonprofits, and Sage Intacct. The evaluation included product demonstrations, discussions with vendors, and an assessment of each solution’s functionality, implementation approach, and overall cost.

Based on this review, TJPA determined that Oracle NetSuite for Government best meets the agency’s current and future business needs. The solution aligns with governmental accounting requirements, including Governmental Accounting Standards Board (GASB) fund accounting, supports complex capital project accounting and grant management required for The Portal program, and accommodates governmental and proprietary revenue processes rather than commercial billing, subscription, or sales functions. In addition, Oracle NetSuite for Government was the most cost-effective solution, offering the best overall value while providing the

functionality and scalability necessary to support TJPA's long-term operational and capital program needs.

The TJPA Procurement Policy (Board Policy No. 001) at Section III.D authorizes the TJPA to utilize cooperative procurement agreements with other public bodies for the procurement of any supplies or services to increase efficiency and/or reduce expenses. The Policy expressly authorizes the TJPA to “piggyback” on federal, state, and local contracts. The Policy requires any cooperative purchasing to be made through master contracts that were originally awarded through full and open competition.

The TJPA staff recommends relying on the NASPO ValuePoint cooperative agreement program to proceed with procuring the NetSuite for Government solution. In particular, TJPA staff recommends relying on the competitive procurement performed by the State of Utah for NASPO ValuePoint Data Communications Products and Services, the Utah NASPO ValuePoint Master Agreement #AR2487. The Master Agreement scope includes software as a service (“SaaS”), platform as a service (“PaaS”), infrastructure as a service (“IaaS”), and value-added services such as deployment services. The Master Agreement entitles TJPA to a 9.77% discount on SaaS cloud solutions, and although a discount is not offered for deployment services, NetSuite for Government lowered their implementation costs in order to be more competitive and in the range of the other ERP systems the TJPA was researching. The Master Agreement requires the State of California to authorize the TJPA to rely on the procurement as a Participating Entity. TJPA received the State’s authorization and TJPA would enter a Participating Addendum as part of this procurement.

FINANCIAL IMPACT:

The total compensation under the Agreement will not exceed \$788,130.81 over the five-year base term and three option years. Year one includes implementation costs. The expected annual budgetary impact is shown below.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Optional Year 6</u>	<u>Optional Year 7</u>	<u>Optional Year 8</u>
\$288,521.78	\$68,344.78	\$68,344.78	\$68,344.78	\$68,344.78	\$75,409.97	\$75,409.97	\$75,409.97

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute an agreement for NetSuite for Government Oracle America, Inc., for a total cost of \$561,900.91 for a five-year term, and \$266,299.91 for three options to extend for one year each.

ENCLOSURES:

1. Resolution
2. Ordering Documents – Oracle America, Inc. (professional services and cloud services)
3. NASPO Value Point Master Agreement #AR2487
4. Participating Addendum

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires an integrated financial system; and

WHEREAS, The TJPA Board's Procurement Policy authorizes the TJPA to utilize cooperative purchasing for goods and services; and

WHEREAS, The NASPO ValuePoint cooperative agreement program is a qualifying cooperative purchasing program under the TJPA Board's Procurement Policy; and

WHEREAS, The State of Utah competitively procured services from Oracle America, Inc. under Utah NASPO ValuePoint Master Agreement #AR2487 and on June 5, 2026 the State of California Department of General Services authorized the TJPA to be a participating entity to that Master Agreement through a Participating Addendum; and

WHEREAS, TJPA staff confirmed that TJPA is eligible to participate in the Master Agreement and the scope of services are consistent with the integrated financial system services TJPA requires; and

WHEREAS, On June 24, 2026, the TJPA received proposals from Oracle America, Inc. for the NetSuite for Government cloud service and implementation that met all the qualifications and requirements and offered favorable pricing to the TJPA; and

WHEREAS, Staff recommend TJPA contract with Oracle America, Inc. for NetSuite for Government for the required integrated financial system; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute an agreement with Oracle America, Inc. utilizing the Utah NASPO ValuePoint Master Agreement #AR2487, and the Participating Addendum to the Master Agreement, in the forms attached, to procure NetSuite for Government Cloud Services for the Transbay Program for a five-year base term, with three one-year options to extend, and in an amount not to exceed \$788,130.81.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of July 9, 2026.

Secretary, Transbay Joint Powers Authority



**PROFESSIONAL SERVICES
ORDERING DOCUMENT**

Ordering Document Number: US-21333104

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Transbay Joint Powers Authority Your Address: 425 Mission Street Ste. 250 San Francisco, CA 94105
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Oracle Representative:	Mark Johnson	Your Billing Contact:	Annyse Acevedo
Address:	2300 Oracle Way Austin, TX 78741	Address:	425 Mission Street Ste. 250 San Francisco, CA 94105
Phone Number:	530-330-5775	Phone Number:	415-597-4619
Email Address:	mark.ma.johnson@oracle.com	Email Address:	aacevedo@tjpa.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$200,161.00	\$20,016.00	\$220,177.00
Total Fees and Estimated Expenses				\$220,177.00

A. TERMS

- Applicable Master Agreement:** NASPO ValuePoint Master Agreement **US-GMA-1301562 (AR2487)** by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum **US-GMA-1301562 (AR2487)_PA_TJPACA** by and between Oracle and Transbay Joint Powers Authority (collectively, the "Agreement")
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through: 31-JUL-2026.**

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-GMA-1301562 (AR2487)_PA_TJPACA**. **US-GMA-1301562 (AR2487)_PA_TJPACA** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-GMA-1301562 (AR2487)_PA_TJPACA** is signed.

- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:**
Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your

internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Transbay Joint Powers Authority	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: Transbay Joint Powers Authority
Ordering Document Number: US-21333104
Exhibit Number: One (1)

1. Description of Services.

Oracle will provide You with up to one hundred sixty-one (161) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service (“NetSuite for Government”) (the “Services”). Oracle will assist you in the following phases:

A. Phase 1 – Finance:

Oracle will assist you with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Fixed Assets
Grants	Bank Reconciliation
Journals	Bank Positive Pay
Budget (expense and revenue)	Bill Capture
Accounts Payable	Purchasing Cards (“P-Cards”)
Purchasing	Enterprise Performance Management (“EPM”) Reporting
Accounts Receivable	

1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to one (1) hour for Your project team to mutually agree upon the project governance processes:
 - 1. Review the welcome packet;
 - 2. Scope management process;
 - 3. Risk management process;
 - 4. Issue management process;
 - 5. Communications management process;
 - 6. Configuration management process; and
 - 7. Quality management process.
- b. Conduct up to three (3) workshops for up to one (1) total person day for Your project team to review and complete strategy sessions covering:
 - 1. Data migration strategy session;
 - 2. Finance process strategy session; and
 - 3. Chart of accounts strategy session.
- c. Create and provide an initial project work plan, which will include the following:
 - 1. Tasks; estimated start and end dates, and estimated durations;
 - 2. Assigned resources from You and Oracle; and
 - 3. Known dependencies.

2. Refine Phase:

- a. Conduct up to ten (10) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
 - 1. Chart of Accounts (“CoA”) setup and fund management;
 - 2. Entity setup;
 - 3. Accounts receivable;
 - 4. P-Cards;
 - 5. Fixed assets; and
 - 6. Up to four (4) follow-up sessions.
- b. Conduct up to one (1) workshop for up to three (3) person days for your team to review functional business processes for procurement and general ledger / budgeting.

- c. Conduct up to two (2) procurement and general ledger / budgeting follow-up workshops of up to two (2) hours each.
- d. Conduct up to one (1) workshop of up to two (2) hours each for Your project team to review functional business processes for the following:
 - 1. Bank reconciliation.
- e. Conduct up to two (2) "EPM Reporting Workshops" for up to one and a half (1.5) hours each for Your project team to review the following:
 - 1. Income statement;
 - 2. Balance sheet;
 - 3. Budget versus actual ("BvA");
 - 4. Net position;
 - 5. Working budget; and
 - 6. Project yearly BvA.
- f. Document the findings from each workshop in an engagement report.
- g. Configure NetSuite for Government hosted environment based upon the engagement reports.
- h. Assist with the loading of your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to one (1)
Budget	Up to one (1)
Accounts Payable	Up to one (1)
Purchasing	Open/active Purchase Orders, only
Accounts Receivable	Up to one (1)
Fixed Assets	Up to one (1)

- i. Import up to one thousand (1,000) pre-defined, active general GL dimension members from NetSuite for Government into the EPM instance for each of the following:
 - 1. COA;
 - 2. Funds;
 - 3. Departments;
 - 4. Projects; and
 - 5. Grants.
 - j. Migrate the current/in-progress year of income statements and balance sheets, and prior year budget data, from NetSuite for Government into the EPM instance.
 - k. Set up a schedule to import trial balances on a recurring basis from NetSuite for Government into the EPM instance using standard saved searches.
 - l. Configure up to one (1) of each of the following Form templates to include Your information i.e., logo, legal name, address, bill-to address, ship-to address, bank information etc.:
 - 1. Invoice;
 - 2. Purchase Order; and
 - 3. Accounts Payable check.
3. Enable Phase:
- a. Conduct up to fifteen (15) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
 - b. Create a testing plan with You.
 - c. Provide up to five (5) person days over the course of six (6) weeks to assist with Finance User Acceptance Testing ("UAT").
4. Live-Operate Phase:
- a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
 - b. Provide up to ten (10) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
 - c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

- B. Phase 2 – Enterprise Performance Management (“EPM”):
Oracle will assist you with enablement of the following functionality within the EPM module:

EPM Functional Areas
Operating Budget
Operating Budget Book
Personnel Budget

1. Focus Phase:
 - a. Conduct one (1) functional requirements gathering session for up to two (2) hours to review the following:
 1. Current budgeting processes;
 2. Standard functionality of the application;
 3. Budget reporting needs;
 4. Confirm administrator access; and
 5. Project timeline considerations.
2. Refine Phase:
 - a. Conduct up to three (3) “EPM Configuration Workshops” for up to one and a half (1.5) hours each for Your project team to review the following:
 1. Web forms;
 2. Reports; and
 3. Dashboards and business rules.
 - b. Document the findings from each EPM Configuration Workshop in a EPM Configuration Engagement Report.
 - c. Configure EPM hosted environment based upon the EPM Engagement Reports.
 - d. Configure Your Operating Budget.
 - e. Conduct up to one (1) configuration workshop for up to one a half (1.5) hours and provide up to ten (10) person days to create an Operating Budget Book based on data available within EPM.
 - f. Conduct up to one (1) configuration workshop for up to one a half (1.5) hours and provide up to five (5) person days to create a Personnel Budget based on data available within EPM.
3. Enable Phase:
 - a. Conduct up to one (1) functional training session of up to two (2) hours each for Your project team on the EPM module.
 - b. Review UAT processes.
 - c. Assist with up to two (2) “Data Integration UAT Sessions” for up to one and a half (1.5) hours each to validate the integration of data from NetSuite for Government’s Finance module to EPM.
 - d. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Data Integration UAT Session.
 - e. Assist with up to two (2) “Process and Configuration UAT Sessions” for up to one and a half (1.5) hours each to validate the EPM budget process and configuration.
 - f. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Process and Configuration UAT Session.
4. Live-Operate Phase:
 - a. Provide up to eight (8) hours of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for EPM.
 - b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the EPM module.

2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials (“T&M”) basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle’s consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Managing Consultant	\$157.89
Advanced Consultant	\$112.78
Consultant	\$112.78

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle’s resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

- A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
 - 1. Provide user feedback during configuration and validation.
 - 2. Be available as needed during the project to answer Oracle’s questions, provide business decisions and other items as required.
 - 3. Provide on-going support to internal users following the implementation.
- B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
- C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
- D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
- E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
- F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to your Oracle project manager prior to the project kick-off workshop.
- G. Be responsible for choosing your desired Form templates from the samples provided to you during the project kick-off workshop.
- H. Be responsible for providing positive pay sample file from Your banking institution.
- I. Be responsible for the configuration of NetSuite Pay and Smart Count.
- J. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- K. You will accept Oracle NetSuite release upgrades.
- L. You will not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- M. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
- N. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
- O. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
- P. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
- Q. Workshop-related cooperation:
 - 1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
 - 2. Make Your key decision owners available to attend the workshops.
 - 3. Respond to Oracle requests/queries within two (2) business days.
- R. EPM-related cooperation:

1. Make the position data from Your third-party payroll system available to Oracle within two (2) weeks of the functional requirements gathering session in Section 1.B.1.a.
 2. Be responsible for ensuring that common, consistent planning and budgeting processes exist across Your organization.
 3. Be responsible for performing a production refresh of the NetSuite for Government test environment at the EPM kick-off.
 4. Be responsible for client-led data load validation for actual trial balances in the EPM instance to NetSuite for Government saved search results at the G/L journal entry level.
- S. Narrative Reporting-related Cooperation:
1. Make your legacy books from your legacy system available to Oracle within two (2) weeks of the functional requirements gathering session in Section 1.B.1.a.
 2. Be responsible for maintaining and inputting operational data from your current excel workbooks into NetSuite for Government.
 3. Be responsible for loading your pension detail for ACFR into NetSuite for Government.
 4. Be responsible for testing and validating each portion of your book(s) within one (1) week of section configuration.
- T. Migration-related cooperation:
1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
 2. Audit your data for data migration, including all finalized datasets through the current fiscal year.
 3. Financial data to be migrated must include the following:
 - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments);
 - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
 - c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
 4. Validate the final list data and transactional data within two (2) weeks from data upload.
5. Project Assumptions.
- A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
 - B. Services will be performed on-site at Your San Francisco, CA facility and remotely, as mutually agreed upon.
 - C. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
 - D. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the Services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the Services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and Services policies.
 - E. The implementation methodology for the Services is the Oracle True Cloud Method (“TCM”).
 - F. Should You request a suspension of Oracle’s performance of Services, You and Oracle shall cooperate in good faith to review such impact and, if necessary, invoke the change control process. Any adjustments to project resourcing, scheduling, or deliverables resulting from a project suspension, as well as any additional costs incurred for resource reassignment or re-configuration, will be documented by Oracle and submitted to You in the form of a change order which will require Your written approval before Services can resume.
 - G. Any project suspension or delay in the service or implementation project shall not abrogate Your obligations under existing Oracle Cloud subscription service(s) or related commitments, which remain in force regardless of project timelines or delays.
 - H. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
 - I. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
 - J. Workflows are limited to up to three (3) tiers of approval; models include:
 1. Journals;
 2. Budget adjustments;

3. Accounts Payable;
 4. Purchase Orders; and
 5. Accounts Receivable.
- K. EPM-related assumptions:
1. Prior to the commencement of Phase 2 – Enterprise Performance Management, the NetSuite for Government production instance must be established as follows:
 - a. Chart of Accounts is finalized;
 - b. Segments are finalized and populated with members;
 - c. Custom Segments are finalized and populated with members;
 - d. Transactional data is loaded; and
 - e. Any additional information, segmentation, etc. that You will need for planning and budgeting is finalized and loaded.
- L. Migration-related assumptions:
1. Data migration is limited to the assistance described in Section 1.A.2.h., Section 1.A.2.i., Section 1.A.2.j, and Section 1.A.2.k.
 2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
 3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including Go-Live.
 4. A finalized dataset for finance is defined as up to one (1) years' worth of transactional data for a given fiscal year containing the required information that You wish to migrate, as validated by Your project team starting with the fiscal year of go-live. A dataset will be identified as finalized by Your project team and Oracle during the initial data migration phase of the project. Once a dataset is determined to be finalized, modifying the structure of any subsequent dataset that is provided will cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g. vendor bills, checks, accounts receivable invoices, cash receipts, etc.) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
 5. Transactional data from your current/in-progress fiscal year at the time of go-live is considered one year of the total number of years to be migrated. If electing to migrate additional data beyond the fiscal year of go-live, you will also need to provide finalized datasets for each additional year to be migrated. Additionally, you will need to provide a summary of your financial balances for the year prior to the earliest year of data being migrated; this gives us a starting point for your financial data.
- M. Any integration(s), form(s), or related effort that is not finalized prior to the conclusion of the thirty (30) calendar day post go-live assistance period for the respective module shall be deemed out of scope and no further Services shall be performed in connection with these items. Any additional work on such items will be handled via the change control process and may result in additional fees.
- N. The following are not included in the scope of, or fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
 2. Testing beyond the activities described in this exhibit.
 3. Customizations to NetSuite for Government.
 4. Oracle Cloud subscription services.
 5. Languages other than U.S. English.
 6. Integrations or data conversions beyond what is explicitly described in this exhibit.
 7. Form configuration beyond what is explicitly described in this exhibit.
 8. Integrations for Narrative Reporting.
 9. Creation of Capital Improvement Program Budget.
 10. Account Reconciliation.
 11. Cloud middleware, database, operating and other hardware activities.

12. Complex business processing or orchestration related to integrations.
13. Transformations or data mapping of elements.
14. Any kind of data cleansing/reconciliation activities.
15. Migration of budget line-item detail notes.
16. Additional workforce structures for future use, expansion, or acquisitions.
17. Extensions, customizations, or custom reports.
18. Localizations other than those made to the chart of accounts structure.
19. Post-production Services exceeding the effort explicitly described in this exhibit.
20. Anything not expressly identified in Section 1 above.



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Transbay Joint Powers Authority	Contact	Annyse Acevedo
Address	425 Mission Street, Suite 250 SAN FRANCISCO CA 94105	Phone Number	+1 (415) 597-4619
		Email Address	aacevedo@tjpa.org

New Subscription

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	60 mo	4,717.62	283,056.98
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	60 mo	336.41	20,184.66
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	NORTH AMERICA	2	60 mo	84.24	10,109.18
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	7	60 mo	27.52	11,558.16
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	280.25	16,814.93
Subtotal					341,723.91

Fee Description	Net Fee
Cloud Services Fees	341,723.91
Net Fees	341,723.91
Total Fees	341,723.91

A. Terms of Your Order

1. Applicable Agreement:

a. US-GMA-1301562 (AR2487)_PA_TJPACA

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-JUL-2026

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

B. Additional Order Terms

1. Option Periods

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the total net fee of \$226,229.90, which shall be the sum of the following annual amounts:

Option Year 1: \$75,409.97

Option Year 2: \$75,409.97

Option Year 3: \$75,409.97

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

2. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of Oracle agreement reference number: US-GMA-1301562 (AR2487)_PA_TJPACA between the parties ("Agreement"). If the parties do not simultaneously execute the Agreement with this order, this order shall be deemed to have no legal effect, even if executed.

3. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

Transbay Joint Powers Authority

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Transbay Joint Powers Authority	Customer Name	Transbay Joint Powers Authority
Customer Address	425 Mission Street, Suite 250 SAN FRANCISCO CA 94105	Customer Address	425 Mission Street, Suite 250 SAN FRANCISCO CA 94105
Contact Name	Annyse Acevedo	Contact Name	Annyse Acevedo
Contact Phone	+1 (415) 597-4619	Contact Phone	+1 (415) 597-4619
Contact Email	aacevedo@tjpa.org	Contact Email	aacevedo@tjpa.org

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: **TRANSBAY JOINT POWERS AUTHORITY**

Oracle America, Inc. ("**Oracle**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "Master Agreement"). This Participating Addendum (this "Addendum" or "PA") to the Master Agreement is between Oracle, as Contractor, and Transbay Joint Powers Authority (the "Participating Entity"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

The following products or services are included in this contract portfolio:

- Oracle products and services listed in Attachment B of the Master Agreement that are commercially available at the time of the order.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: Participating Entity may order Services from Oracle in accordance with the terms and conditions of this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

By placing an Order under this Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions.

The Participating Entity hereby represents and warrants that the entities listed above have been authorized by the California Department of General Services (DGS) to enter into this Addendum.

3. Term/Termination: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) September 15, 2026, (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum. This Addendum may be terminated by either party upon 30 days written notice.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Contractor

Name:	Michael Estrada
Address:	613 N.W. Loop 410, Suite 1000, San Antonio, TX 78216
Telephone:	(210) 536-9415
Fax:	N/A
Email:	michael.e.estrada@oracle.com

Participating Entity

Name:	Annyse Acevedo
Address:	425 Mission Street, Suite 250, San Francisco, CA 94105
Telephone:	(415) 597-4619
Fax:	N/A
Email:	aacevedo@tjpa.org

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

6. Resellers: No Resellers are eligible to resell Services to the Participating Entity under this Addendum.

7. Orders:

- a. Any Order placed by a Purchasing Entity for Service available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
- b. Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Participating Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

8. Entire Agreement:

- a. Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Addendum, the Participating Entity agrees that this Addendum and any

information that is incorporated by written reference into this Addendum or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Services ordered by such Participating Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

- b. It is expressly agreed that the terms of this Addendum and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

[SIGNATURE PAGE FOLLOWS]



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Transbay Joint Powers Authority	Oracle America, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Effective Date of this Addendum: _____

For Oracle Internal Use:
Oracle agreement reference number: US-GMA-1301562 (AR2487)_PA_TJPACA