

This Order Form is issued pursuant to the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373)(the "Contract"). In the event of a conflict between this Order Form and the Contract, the Contract shall control to the extent provided in Section 1.3, Order of Precedence, of the Contract.

The documents contained in the hyperlinks in the Schedules identified in the Contract were provided to DIR as of January 29, 2025. DIR has not approved the information in the linked terms and makes no representations about the suitability of these terms for Customer transactions. Because the terms are provided via hyperlink, they are subject to change without notice. Customers are responsible for reading and understanding the Contract and all related terms, including all Schedules and linked terms.



**ORACLE ORDERING DOCUMENT (FOR MANAGED
SERVICES, TECHNICAL SERVICES,
TECHNICAL CLOUD SERVICES,
AND/OR ADVANCED CUSTOMER SUPPORT SERVICES)**

Ordering Document Number: US-18732010

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: City of Hutchins Your Address: 321 N. Main Street Hutchins, TX 75141
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Oracle Representative:	Thomas H. Hackett	Your Billing Contact:	Maria Joyner, Director Finance
Address:	2300 Oracle Way Austin, TX 78741	Address:	321 N. Main Street Hutchins, TX 75141
Phone Number:	(518) 448-8174	Phone Number:	(972) 225-6121 x117
Email Address:	thomas.h.hackett@oracle.com	Email Address:	mjoyner@cityofhutchins.org

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

Technical Cloud Services

Technical Cloud Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$283,786.00	\$28,400.00	\$312,186.00
Total Fees and Estimated Expenses				\$312,186.00

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the terms of the Contract for Products, Services and Related Services between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. dated April 4, 2025 (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373), and all amendments and addenda thereto (the "Contract" or "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
2. **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. Oracle may update these Policies and the documents referenced therein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.
3. **Payment Terms:** All fees are due in accordance with Appendix A, Section 8.3 of the Agreement. If You are not subject to Chapter 2251, Texas Government Code, payment terms are net 30 days from invoice date.
4. **Currency:** US Dollars.
5. **Offer Valid through:** 30-NOV-2025.
6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
7. **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; and (c) the Policies.
8. **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.
9. **Terminology:** The term "Professional Services" as used herein or in any applicable Services Specifications shall mean the Managed Services, ACS Services, Technical Services or Technical Cloud Services ordered pursuant to this order.
10. **Termination for Convenience:** You may terminate any Program-Related Service Offerings or Hardware-Related Service Offerings included in this order for convenience on the terms and subject to the conditions of Section 11.2.3 of Appendix A of the Agreement. You must pay all amounts that have accrued for services received prior to the effective date of such termination.
11. **Data Location:** By placing this order, you are electing for purposes of Appendix A, Section 4.9 of the Contract that any of Your data to which Oracle is provided access in performance of the Services be handled as follows: Oracle may access, process, view, transmit and receive Your data globally subject to the restrictions contained in the exhibit(s) attached to this order and the Policies.

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.

City of Hutchins	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: City of Hutchins
Ordering Document Number: US-18732010
Exhibit Number: 1

1. Description of Services.

Oracle will provide You with up to two-hundred sixty-five (265) person days of technical and functional assistance 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	Inventory
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Purchasing and Accounts Payable	P-Cards
Purchase Orders	Requisitions
Accounts Receivable	

1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
 1. Scope management process;
 2. Risk management process;
 3. Issue management process;
 4. Communications management process;
 5. Configuration management process;
 6. Quality management process;
 7. Review the welcome packet;
 8. Data conversion strategy session;
 9. Integration strategy session; and
 10. Workflow strategy session.
- b. 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. General ledger and budgeting;
 4. Inventory;
 5. P-cards; and
 6. Fixed assets; and
 7. Follow-up sessions.
- b. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review:
 1. Procurement functional business process and data migration;
 2. Accounts receivable functional business process and data migration; and
 3. Procurement follow-up session.

- c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
 1. Bank reconciliation; and
 2. Integrations.
- d. Document the findings from each workshop in an engagement report.
- e. Configure NetSuite for Government hosted environment based upon the engagement reports.
- f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to three (3)
Purchasing and Accounts Payable	Up to three (3)
Purchase Orders	Open/active Purchase Orders, only
Accounts Receivable	Up to three (3)
Fixed Assets	Up to three (3)
Inventory	Up to three (3)

- g. Provide up to two (2) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
Tyler Courts	Receivables	One-way import	Automated	Flat file

- h. Configure up to one (1) of each of the following form templates to include Your information (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 sessions 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 four (4) 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 eleven (11) 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 – Human Resources ("HR")/Payroll:

Oracle will assist You with enablement of the following functionality within the HR/Payroll module:

HR/Payroll Functional Areas
Human Resources & Personnel Management
Time & Attendance
Payroll
Employee Self Service

1. Focus Phase:
 - a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
 1. Current human resources processes;
 2. Current payroll process;
 3. Changes to process updates; and
 4. Data conversion plan.
2. Refine Phase:
 - a. Conduct up to four (4) "HR/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
 1. System configuration and configuration of HR and payroll table data;
 2. Load employee data;
 3. Data review and clean up; and
 4. Load and test data changes.
 - b. Document the findings from each HR/Payroll Data Migration Workshop in an HR/Payroll Data Migration Engagement Report.
 - c. Assist with the loading of Your finalized datasets for HR/Payroll as follows:

Functional Area	Finalized datasets to be loaded
Employees	Up to one (1)
Payroll	Up to one (1)

- d. Conduct up to four (4) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
 1. Timecards;
 2. Payroll calculations;
 3. Payroll configuration.
- e. Document the findings from each HR/Payroll Data Configuration Workshop in a HR/Payroll Configuration Engagement Report.
- f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Reports.

3. Enable Phase:
 - a. Conduct up to six (6) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
 - b. Provide up to twelve (12) person days to assist with up to three (3) HR/Payroll parallel tests.
4. Live-Operate Phase:
 - a. Provide up to ten (10) person days of consulting post go-live support to be used within the first two (2) pay periods, or thirty (30) calendar days immediately following production go-live for HR/Payroll, whichever comes first.
 - b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the HR/Payroll module.

C. Phase 3 – Utility Billing ("UB"):

1. Focus Phase:
 - a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
 1. Current utility billing processes;
 2. Changes to process updates;
 3. Data conversion plan; and
 4. Integration plan.
2. Refine Phase:

- a. Conduct up to four (4) UB data migration workshops for up to two (2) hours each for Your project team to review the following processes:
 1. System configuration, and configuration of UB table data;
 2. Load customer and account data;
 3. Data review and clean up; and
 4. Load and test data changes.
- b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
- c. Assist with the loading of Your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

- d. Conduct up to four (4) UB configuration workshops for up to two (2) hours each for Your project team to review the following processes:
 1. Customer profiles and accounts;
 2. Meter data management and service order management;
 3. Billing calculations, and credit and collections; and
 4. Analytics workflows, reporting, and integration.
- e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
- f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
- g. Provide up to six (6) total person days of guidance on configuring integrations to the following:
 1. Up to two (2) flat file integrations, as mutually agreed; and
 2. Up to one (1) integration with a payment gateway through iFrame or browser redirect, as mutually agreed.

4. Enable Phase:

- a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
- b. Provide up to fourteen (14) person days to assist with up to one (1) UB parallel test.

5. Live-Operate Phase:

- a. Provide up to eight (8) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
- b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

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 performed at the rate of \$133.82 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided in accordance with Appendix C, Pricing Index of DIR-CPO-5439.
- 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. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- J. You will accept Oracle NetSuite release upgrades.
- K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- L. 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.
- M. 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.
- N. 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.
- O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
- P. 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.
- Q. Integration-related cooperation:
 - 1. For each third-party listed in Section 1.A.2.g and Section 1.C.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to perform the Services in these sections.
 - 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
 - 3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
- R. 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 historical years up 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. Human Resources and Payroll data to be migrated must include the following:
 - a. Employees includes demographics, benefits, position, contribution/deduction assignments.
 - b. All regular active and termed employees for the calendar year(s) in Section 1.B.2.c.
 - c. Current year taxes, direct deposits, and leave plans for active employees.
 - d. Payroll check history data consists of employee pay for purposes of reporting (i.e., 941, W2's, and monthly state reporting).
5. UB data to be migrated must include the following:
 - a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance;
 - b. Account details such as customer names, service and contact addresses, customer identifiers;
 - c. Meter and device identifiers;
 - d. Meter readings and billing calculations;
 - e. Transaction details such as payments, tender information, and adjustments; and
 - f. Transaction details such as 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.
6. 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) resource working up to eight (8) hours.
- B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
- C. 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.
- D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
- E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
- F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
- G. 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.
- H. Integration-related assumptions:
 1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g or 1.C.2.g, such adjustments shall be subject to the change control process.
 2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
- I. Migration-related assumptions:
 1. Data migration is limited to the assistance described in Section 1.A.2.f, Section 1.B.2.c, and Section 1.C.2.c.
 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. Changes to HR and Payroll configuration or finalized datasets for HR and Payroll may only be made prior to the first payroll parallel test.
4. 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.
5. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can 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) 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.
6. A finalized dataset for HR is defined as up to one (1) year's worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (position details, benefit tables, etc.).
7. A finalized dataset for UB is defined as up to thirteen (13) months' worth of historical data containing the required information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs) must include an associating reference to the account and applicable bill ID.
- J. 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. Custom workflow models for timecard approvals.
 9. Custom payroll check forms.
 10. Cloud middleware, database, operating and other hardware activities.
 11. Oracle transactional business intelligence training.
 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 listed in the Description of Services.