

**TEXAS A&M FOREST SERVICE**

# QUOTATION

Burwood Group, Inc.  
1515 W. 22nd Street, Suite 200 West  
Oak Brook, IL 60523  
(312) 327-4600



**burwood** group, inc.

Quote Number:  
**CHIQ66825-A**

Quote Date:  
1/30/2024

Texas A&M University\_Google Cloud  
Subscription Agreement (12MO)\_06262023

Quoted to:	Ship to:
Curt Stripling Texas A&M University Forest Service 200 Technology Way #1281 PO# College Station, TX 77845	Texas A&M University Forest Service Curt Stripling 200 Technology Way #1281 College Station, TX 77845 PO#

Customer ID	Good Through	Payment Terms	Sales Representative
TAMUNI	2/28/2024	Net 30	Mark Heil

DIR Contract # DIR-TSO-4162 Vendor ID # 364180073

All shipments should be inspected at time of delivery for completeness and possible damage. Signing for a delivery indicates there are no discrepancies or visible damage. If a discrepancy or damage is found, it should be documented with the carrier on the BOL/POD at the time of delivery. Follow up by reporting the issue to Burwood within 1 day: including pictures of damaged packaging and the BOL/POD.

Line #	Qty	Item	Type	Description	Unit Price	Ext. Price
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## Google Cloud Public Sector Subscription Agreement

2	34,884	9A92-40AE-8D00	Cloud	Enterprise Agreement for Public Sector Subscription 12 month term Type: New Product: GCP-EDU Customer Domain Name: Tfs.tamu.edu	\$1.00	\$34,884.00
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<b>SubTotal</b>	<b>\$34,884.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Est. Shipping</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$34,884.00</b>

### 1. Additional Definitions.

A."Customer Usage Environment" means the subaccount, domain, and/or customer organization ID associated with the Texas A&M University's usage of the Qualifying SKUs.

B."GCP Services" means: (1) Google Cloud Platform Pay-As-You-Go SKUs; and (2) the SeparatelyProvisioned GCP Offerings

a."Google Cloud Platform Pay-As-You-Go SKUs" are the Google Cloud Platform SKUs listed at <https://cloud.google.com/skus>, excluding Google Cloud Platform Services or SKUs that require the acceptance of separate terms and conditions (e.g. Google Cloud Security Command Center);

b."Separately Provisioned GCP Offerings" are the following offerings:

- i.Enhanced Support
- ii.Earth Engine

C. "Google Cloud SKU" means the SKUs associated with any product or service that Google Cloud makes available to customers.

D. "Relevant Product Category" means the below Relevant Product Categories included in the GCP Subscription SKU

- a. Google Cloud Platform Pay-As-You-Go SKUs
- b. GCP Enhanced Support
- c. Earth Engine

E. "Implementation Date" means a Google-selected date that is no later than five business days after the Agreement Effective Date.

F. "Marketplace Offerings" means eligible software, service, or datasets provided by third party vendors on Google Cloud Marketplace (<https://console.cloud.google.com/marketplace/>) and made available for Burwood Group to purchase from Google for resale, in each case excluding BYOL Products. For the avoidance of doubt, Google Products are not included in "Marketplace Offerings."

G. "Permitted Units" means the specific SKUs, products or quantities of a Relevant Product Category that is included in the Subscription Fee. The Permitted Units are specified in the Qualifying Workload, if applicable to the Relevant Product Category.

H. "Qualifying SKUs" means the products, quantities or SKUs that are described in the Qualifying Workload.

I. "Qualifying Workload" means the project approved by Google for Partner to use the Qualifying SKUs.

J. "Relevant Customer" means the Customer (Texas A&M University) whose Service usage is linked to the Subaccount as of the Agreement Effective Date.

K. "Subscription Period" means the term starting on the Implementation Date and continuing for twelve (12) months.

## 2. Additional Terms.

A. Restrictions. Texas A&M ("Customer") will not allow any use under the Subaccount of: (i) any Google Cloud SKU that is not a Qualifying SKU; (ii) any Qualifying SKU for any purpose other than to implement the Qualifying Workload; or (iii) any Qualifying SKU in violation of applicable restrictions specified in the Qualifying Workload (each, an "Unqualified Use"). Any Unqualified Use is not permitted under this Agreement and is subject to Sections C, D and E below.

B. Marketplace Offerings. Marketplace Offerings are not included in the Qualifying SKUs or Subscription Fee. Any purchase or use of a Marketplace Offering under this Addendum will be deemed an Unqualified Use and is subject to Sections C, D and E below. In addition, Google may, in its sole discretion, unilaterally cancel any Marketplace order associated with the Subaccount.

C. Google reserves the right to review usage associated with the Customer Usage Environment at any time for any Unqualified Use or non-compliance with the terms of this Addendum. If Google notifies Burwood Group of any Unqualified Use ("Discrepancy"), Burwood Group will notify Texas A&M University of the Discrepancy promptly after receiving such notice from Google.

D. If Texas A&M, within 15 days of receiving notice of the Discrepancy, does not conform the actual use of Google Cloud Services under the Customer Usage Environment according to this Agreement, then:

- i. if, as a result of the Discrepancy, the fees charged by Burwood Group to Customer were lower than what would otherwise have been charged, Burwood Group will invoice Customer for, and Customer will pay, an amount equal to such deficiency in Fees based on Google's standard pricing; and
  - ii. if Customer: (a) requires the use of Google Cloud SKUs under the Customer Usage Environment other than Qualifying SKUs in order to implement the Qualifying Workload; or (b) requires an amendment to the scope of the Qualifying Workload, then the parties will, subject to Google's approval, amend or replace this Agreement to reflect Customer's requirements and the corresponding higher subscription fee(s) for the remainder of the Subscription Period.
- E. Any other Unqualified Use will be subject to additional Fees based on Google's standard pricing for the applicable SKU or product that is considered an Unqualified Use.

F. Post Subscription Period. If Customer continues to use Google Cloud Platform Pay-As-You-Go SKUs under the Subaccount after the Subscription Period, Burwood Group will invoice Customer based upon list price of actual GCP usage, unless the parties enter into a new Agreement to reflect a new subscription before the end of the Subscription Period. For all other Relevant Product Categories, the services will terminate at the end of the final Subscription Period.

## Qualifying Workload:

The following services may be used to implement the Project (defined below) during the Subscription Period:

1. The Google Cloud Platform Pay-As-You-Go SKUs (excluding the SKUs listed below), subject to the Restrictions.
2. The Google Earth Engine services, subject to the Restrictions.

"Project" means the utilization of Google Earth engine to assist in biomass analysis to help predict and prevent wildfires.

"Restrictions" means the following restrictions or assumptions applicable to the Project:

1. Includes up to 100 Online Earth Engine Compute Unit (EECU) hours per month.
2. Includes up to 1,000 Batch Earth Engine Compute Unit (EECU) hours per month.
3. Includes up to 5TB Earth Engine Storage
4. Includes up to 4TB of Google Cloud Storage.
5. Includes up to 2TB in BigQuery queries.
6. Earth Engine is included
- 6.1. SKU: Earth Engine: Basic Subscription - up to 2 Developer Licenses included
7. Google Cloud Platform Enhanced Support is included for projects under Subscription Billing ID
  - 7.1. Base SKU: SUPPORT-GCP-ENHANCED-BASE
  - 7.2. Variable SKU: SUPPORT-GCP-ENHANCED-VAR

The Qualifying SKUs do not include:

(i) any SKUs for:

1. Apigee (Subscription-based);
2. Appsheet;
3. Looker;
4. Chronicle;
5. Google Cloud VMware Engine;
6. Cloud Security Command Center;
7. BeyondCorp Enterprise;
8. Google Workspace;
9. Marketplace Offerings;
10. ReCaptcha Enterprise (subscription);
11. Siemplify;
12. GCP products that require separate subscriptions;
13. Bare Metal Solution;
14. Maps or Maps API services; and

(ii) any third party solutions used by the Texas A&M University in connection with the Project.

To accept this quotation, please email your signed quote and purchase order to [orders@burwood.com](mailto:orders@burwood.com) for processing. All invoice related questions should be directed to [ar@burwood.com](mailto:ar@burwood.com).

Approved by: SEE PO Date: 2-28-24 Purchase Order Number: P400266

# ATTACHMENT A

## TEXAS A&M FOREST SERVICE

### PURCHASE ORDER

### TERMS AND CONDITIONS

#### 1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

#### 2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**  
Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

#### 4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

#### 5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

#### 6. AWARD OF CONTRACT AND FORCE MAJURE

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

#### 7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

#### 8. PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

#### 9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

#### 10. BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### 11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

#### 12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

#### 13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

#### 14. PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

#### 15. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ATTACHMENT A  
TEXAS A&M FOREST SERVICE  
PURCHASE ORDER  
TERMS AND CONDITIONS**

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.