PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date 07/21/2026

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No. (Include this number on all correspondence and packages)

P600372

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

VENDOR

12716282650
AMENTUM SERVICES INC
4800 WESTFIELDS BLVD
CHANTILLY, VA 20151-4231

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TM				
1	Purchase of Prebuy Aircraft Inspection Services, Phase One in accordance with IFB-26 IFB-26-008 and the attached contract. Phase 1 - Records Review & Compliance Audit minimum of 4, not to exceed 6.	6	EA	5,591.620	33,549.72
				TOTAL	33,549.72

***** NET 30 *****

NOTE TO VENDOR:
"SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.

AWARD PER TERMS, CONDITIONS, AND PRICING QUOTED ON IFB-26-008. IN ACCORDANCE WITH ATTACHED CONTRACT NO. CO-26-311 DATED JULY 17, 2026 AND AMENDMENT#1.

POINT OF CONTACTS:

TEXAS A&M FOREST SERVICE (PRIMARY)
DAVE MOORE
200 TECHNOLOGY WAY, SUITE 1120
COLLEGE STATION, TX 77845
(979) 286-6485
DAVID.MOORE@TFS.TAMU.EDU

TEXAS A&M FOREST SERVICE (SECONDARY):
BLAKELY SNOE
200 TECHNOLOGY WAY, SUITE 1151

BGS

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

BSnoe

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Order Date 07/21/2026

Page 02

Purchase Order No.	(Include this number on all correspondence and packages)
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VENDOR

12716282650
AMENTUM SERVICES INC
4800 WESTFIELDS BLVD
CHANTILLY, VA 20151-4231

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SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

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PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	COLLEGE STATION, TX 77845 (979) 458-7312 BLAKELY.SNOE@GMAIL.COM AMENTUM SERVICES, INC. (PRIMARY) STEPHEN ZINDA 4800 WESTFIELDS BLVD. CHANTILLY, VA 20151 (360) 201-1829 STEPHEN.ZINDA@AMENTUM.COM VENDOR QUOTE: IFB-26-008 VENDOR REF: STEPHEN ZINDA				
BGS					

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

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The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

BSnoe

PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into and effective July 16, 2026 (the "Effective Date"), by and between Texas A&M Forest Service, a member of The Texas A&M University System ("A&M System") and an agency of the state of Texas (hereafter referred to as "MEMBER"), and Amentum Services, Inc. (hereafter referred to as "PROVIDER"). MEMBER and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

MEMBER and PROVIDER hereby agree as follows:

1. SERVICES

A. PROVIDER will perform the services as set forth in Exhibit A, Statement of Work, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement.

B. Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Invitation for Bid No. IFB-26-008 (the "IFB"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the IFB, will conform with PROVIDER's proposal, dated 07/10/2026 ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the IFB and is incorporated by reference for all purposes. To the extent that the IFB or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. PROVIDER OBLIGATIONS

A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.

B. PROVIDER will perform the Services substantially in accordance with PROVIDER's documentation, including without limitation, any marketing materials, user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to MEMBER.

C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER's performance of this Agreement.

D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

3. TERM AND TERMINATION

A. This Agreement will commence on the Effective Date and continues through December 31, 2026 (the "Term"), unless earlier terminated as provided herein.

B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 30-day period.

C. MEMBER may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

D. MEMBER may terminate this Agreement without cause upon sixty (60) days' prior written notice to PROVIDER.

E. In the event that MEMBER terminates this Agreement for cause, MEMBER shall receive a pro-rata refund of any pre-paid amounts.

4. PAYMENT TERMS

A. In full consideration for the Services rendered by PROVIDER under this Agreement, MEMBER shall pay PROVIDER in accordance with the terms set forth in IFB-26-008, Payment will be made at a rate of $5591.62 per plane for the records review and compliance audits. A minimum of four planes will be reviewed, and a maximum of 6. The total compensation to PROVIDER under this Agreement will not exceed thirty three thousand five hundred forty-nine dollars and seventy-three cents ($33,549.73) without an amendment to this Agreement.

B. PROVIDER will submit monthly invoices to MEMBER. Each invoice must reference the MEMBER purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that MEMBER may reasonably request to support the invoice amount. MEMBER will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by MEMBER in advance, PROVIDER will be reimbursed by MEMBER according to the State of Texas rates, rules, and regulations (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php). When requesting such reimbursement, PROVIDER will submit to MEMBER receipts, invoices and other documentation as required by MEMBER. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to MEMBER a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

https://www.tamus.edu/business/budgets-and-accounting/accounting/general/

E. As an agency of the State of Texas MEMBER is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

5. OWNERSHIP OF CREATED WORKS

The Parties intend that all works prepared by PROVIDER under this Agreement ("Deliverables") will be works made for hire and the copyrights and all other rights in the Deliverables will be the sole and exclusive property of MEMBER. If, for any reason, the Deliverables would not be works made for hire, then PROVIDER irrevocably assigns, transfers and conveys to MEMBER, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to the Deliverables, including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by MEMBER. PROVIDER shall secure for MEMBER all consents, releases, and contracts and perform other reasonable acts as MEMBER may deem necessary to secure and evidence MEMBER's rights in any Deliverable.

6. CONFIDENTIALITY

A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that MEMBER, its affiliates, and their employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to PROVIDER through use of the Services under this Agreement (collectively, the "Customer Data").

B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.

C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.

D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

7. CUSTOMER DATA PRIVACY

A. MEMBER shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence ("AI"), MEMBER shall retain all right, title, and interest in and to the AI generated outputs.

B. PROVIDER shall, within two (2) days of discovery, report to MEMBER any use or disclosure of Customer Data not authorized by this Agreement or in writing by MEMBER. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER.

C. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to MEMBER or, at MEMBER's option, delete all such Customer Data, if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days' written notice of PROVIDER's intent to delete such Customer Data and shall confirm such deletion in writing.

8. COMPLIANCE WITH LAWS

A. **General.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

B. **Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

C. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), MEMBER hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

9. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless MEMBER, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

10. INSURANCE

PROVIDER shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit B, attached hereto.

11. MISCELLANEOUS

A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

B. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this Agreement.

C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to MEMBER. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of MEMBER and A&M System, including those applicable to conduct on its premises.

E. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER. Any purported assignment in violation of this Section will be void.

F. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

G. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER:

Texas A&M Forest Service
200 Technology Way
College Station, TX 77845
Attention: Dave Moore
Phone: 979-458-6617
Email: David.moore@tfs.tamu.edu

PROVIDER:

Amentum Services, Inc.
4800 Westfields Blvd
Chantilly, VA 20151
Attention: Stephen Zinda
Phone: (360) 201-1829
Email: Stephen.Zinda@amentum.com

H. **Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon MEMBER's request, PROVIDER shall promptly deliver to MEMBER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

I. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

J. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

K. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

L. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

12. STATE AGENCY CLAUSES

A. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

C. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

D. **Executive Order GA-43.** To the extent that PROVIDER is providing goods to MEMBER under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

E. **Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.

F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

G. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

H. **Loss of Funding.** Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

I. **Non-Waiver of Privileges and Immunities.** MEMBER is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that MEMBER is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.

J. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

K. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

L. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

M. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

N. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

O. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

P. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Q. **Public Information.** PROVIDER acknowledges that MEMBER 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. Upon MEMBER's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

R. **Record Retention.** To the extent that Section 552.372, Texas Government Code applies to this Agreement, PROVIDER must (i) preserve all "contracting information", as defined under Section 552.003(1-a), Texas Government Code, related to this Agreement for the duration of this Agreement as provided by the A&M System's records retention requirements; (ii) promptly provide to MEMBER any contracting information related to this Agreement that is in the custody or possession of PROVIDER on request of MEMBER; and (iii) on completion of this Agreement, either (a) provide at no cost to MEMBER, all contracting information related to this Agreement that is in the custody or possession of PROVIDER, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the A&M System's records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

S. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

T. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Texas A&M Forest Service	**Amentum Services, Inc.**
By: Travis L Zamzow	By: Heather Shiflet
Name: TRAVIS L. ZAMZOW	Name: Heather Shiflet
Title: ASSOCIATE DIRECTOR FOR FINANCE	Title: Contracts Manager
Date: 07/17/2026	Date: 17 July 2026

Exhibit A – Statement of Work
Exhibit B – Insurance

EXHIBIT A – STATEMENT OF WORK

Phase 1- Records Review and Compliance Audit – Minimum of 4, not to exceed 6

Records Review and Compliance Audit

Conduct a comprehensive audit of all available maintenance and airworthiness records and flight records, including:

- Complete airframe, engine (T56 series), propeller, APU, and component logbooks (military AFTO 781 series and civil equivalents).
- FAA airworthiness file, including Form 337s for major repairs/alterations, Supplemental Type Certificates (STCs) for retardant tank systems and other modifications, and weight & balance records.
- Title and lien search; ownership and export compliance history.
- Compliance status with all applicable Airworthiness Directives (ADs), Service Bulletins (SBs), and Airworthiness Limitations, with special attention to fatigue-related items (e.g., Lockheed Martin SB 82-790/382-57-85 and related center wing lower surface inspections for cracking and widespread fatigue damage (WFD)).
- Programmed Depot Maintenance (PDM) history, structural inspection program status, and any progressive/phase inspections.
- Time-in-service, cycle counts, and status of life-limited parts and Time-Between-Overhaul (TBO) items.
- Accident, incident, or damage history with full repair documentation.
- Airtanker-specific modifications: retardant tank installation, plumbing, gates/valves, structural reinforcements, and any associated fatigue or corrosion implications from retardant exposure.
- Avionics, software, and equipment lists; flight manual supplements.
- Identification of record gaps, inconsistencies, or red flags (e.g., unexplained time discrepancies, incomplete military-to-civil conversion documentation).

Deliverable: Written Phase 1 Report within **[30]** calendar days of receiving records access. The report shall include an executive summary, compliance matrix, risk assessment, and recommendations on whether to proceed to physical inspection.

EXHIBIT B – INSURANCE

A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. General Liability, Auto Liability and Excess/Umbrella Liability insurance shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a current financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M Forest Service. By requiring such minimum insurance, the Texas A&M Forest Service shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M Forest Service at least ten days before the effective date of the cancellation.

1. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for Texas A&M Forest Service. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. **Automobile Liability Insurance**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 combined single limit of liability per accident for bodily injury and property damage;

3. **Commercial General Liability Insurance**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Excess/Umbrella Liability Insurance**

   PROVIDER shall maintain excess/umbrella liability insurance providing coverage in excess of all insurance required under this Agreement. Such coverage shall apply on a follow-form basis, or at a minimum, provide coverage no less broad than the underlying primary policies, including coverage for additional insureds where required. The policy shall be written with limits sufficient to ensure a combined total limit of not less than $5,000,000 per occurrence and in the aggregate, as applicable, for the underlying policies.

5. PROVIDER shall deliver to Texas A&M Forest Service the evidence of insurance on a Texas Department of Insurance approved certificate form, Acord form, letter of self-insurance or its equivalent verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services and/or Services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on an approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

6. Commercial General Liability and Auto Liability policies must be endorsed to name the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations. Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance upon request.

7. PROVIDER hereby waives any and all rights of subrogation against the Board of Regents, The Texas A&M University System and its member institutions, universities, and agencies. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies. Vendor's waiver under this Section shall apply regardless of whether Vendor has obtained the required waiver of subrogation endorsement from its insurer.

8. PROVIDER shall send written notice to Certificate Holder ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required hereunder.

9. PROVIDER shall pay any deductible or self-insured retention for any loss.

10. Certificates of insurance and additional insured endorsements as required by this Agreement must be submitted/emailed to the following Certificate Holder and/or Texas A&M Forest Service contact:

Certificate Holder:
The Texas A&M University System
Address:
301 Tarrow St, 5th Floor
College Station, TX 77845

Email Address:Blakely.snoe@tfs.tamu.edu

11. The insurance coverage required by this Agreement must be kept in force until all services and/or Services have been fully performed and accepted by Texas A&M Forest Service in writing.

12. Texas A&M Forest Service reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PURCHASING DEPARTMENT
200 TECHNOLOGY WAY SUITE 1151
COLLEGE STATION, TEXAS 77845-3424

INVITATION FOR BID

IFB NUMBER
IFB-26-008

Prebuy Aircraft Inspection Services

BID MUST BE RECEIVED BEFORE:
4:00 P.M. CENTRAL TIME (CT) on June 15th, 2026

EMAIL bid to bids@tfs.tamu.edu (preferred)
MAIL OR HAND CARRY BID TO:
Texas A&M Forest Service
Purchasing Department
200 Technology Way, Suite 1151
College Station, TX 77845-3424

Show IFB Number, Opening Date, and Time on Return Envelope

NOTE: BID must be time stamped at the Texas A&M Forest Service Purchasing Department before the hour and date specified for receipt of bid.

Sealed bids will be received until the date and time established for receipt.

REFER ALL INQUIRIES TO:

Blakely Snoe
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: blakely.snoe@tfs.tamu.edu

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Email bids to bids@tfs.tamu.edu only. Include IFB number and opening date in the email title. **When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope.** **Faxed bids will NOT be accepted.** **DETERMINATION OF SUBCONTRACTING OPPORTUNITIES** The TEXAS A&M FOREST SERVICE has reviewed this IFB in accordance with Texas Government Code 2161.252 and TAC 111.14(a) and has determined that subcontracting opportunities are not probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required. **GENERAL** Blakely Snoe may be e-mailed at blakely.snoe@tfs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid (IFB). No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the Texas A&M Forest Service Purchasing Department. Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum. **Only inquiries which are replied to by formal written addenda shall be binding.** Oral and other interpretations or clarifications will be without legal effect. **NOTICE**: PRE-BID CONFERENCE JUNE 2ND AT 2:00 P.M. CENTRAL TIME (CT). https://teams.microsoft.com/meet/27810149671213?p=WF8yCELJqe7ofzBZBc THE DEADLINE FOR WRITTEN QUESTIONS IS JUNE 5TH at 2:00 P.M. CENTRAL TIME (CT). SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY JUNE 10TH 2:00 P.M. CENTRAL TIME (CT). **Class and Item Code: 905-14** **SCOPE:** By means of this IFB, it is the intention of the TEXAS A&M FOREST SERVICE to acquire bids for pre-buy inspections on C-130H Hercules airtankers. See attachment C for statement of work.				

TERMS AND CONDITIONS

A. **A Pre-bid conference will be held prior to bid opening. By submitting a quotation in response to this IFB, vendor agrees to perform all work under the conditions that exist at the job site.**

B. A response to this IFB is an offer to contract based on the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a TEXAS A&M FOREST SERVICE purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Section 51.9335 Texas Education Code shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, Texas.

C. **The TEXAS A&M FOREST SERVICE reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the TEXAS A&M FOREST SERVICE and to reject any and all bid items at the sole discretion of the TEXAS A&M FOREST SERVICE.** The TEXAS A&M FOREST SERVICE also 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 interest of the TEXAS A&M FOREST SERVICE. The TEXAS A&M FOREST SERVICE shall be sole judge of "the best interest of the TEXAS A&M FOREST SERVICE".

D. This IFB does not commit the TEXAS A&M FOREST SERVICE to award a contract, issue a purchase order, or pay any cost incurred by a vendor in the preparation of a bid in response to this IFB.

E. Upon award of bid, this IFB, awarded vendor's response, and subsequent Purchase Order/s will serve as instruments of contract between the awarded vendor and the TEXAS A&M FOREST SERVICE.

F. The TEXAS A&M FOREST SERVICE reserves the right to cancel this contract at any time, and without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or are not otherwise made available, or for any other unforeseen cause that may occur.

G. This contract will be done in accordance with all specifications, terms and conditions, and requirements of this IFB. The TEXAS A&M FOREST SERVICE will decide all questions which may arise as to the interpretation of specifications, quality, quantity, and acceptability of goods furnished or work performed. If the contract is for services, TEXAS A&M FOREST SERVICE will decide the manner of performance and the rate of progress of work and the acceptable fulfillment of the services on the part of the vendor.

H. This contract is subject to any constitutional or statutory limitations upon the TEXAS A&M FOREST SERVICE as an agency of the State of Texas.

I. The TEXAS A&M FOREST SERVICE is committed to maintaining an alcohol and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by vendor or vendor's employees while in the performance of any service performed for the TEXAS A&M FOREST SERVICE is prohibited. Violation of this requirement shall constitute grounds for cancellation of the contract.

J. In the performance of the specified work awarded vendor shall comply with all applicable Federal and State laws including, but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and materials used in the work.

K. Unacceptable vendor performance and/or failure of vendor to comply with specifications, terms and conditions or any other requirements stipulated herein will constitute a breach of contract and will result in the contract becoming subject to cancellation by the TEXAS A&M FOREST SERVICE. Written notice from the TEXAS A&M FOREST SERVICE to the vendor of such cancellation will result in the contract becoming voided and canceled immediately thereupon, without penalty to the TEXAS A&M FOREST SERVICE.

L. If the vendor defaults on the contract, TEXAS A&M FOREST SERVICE reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best value bidder originally responding to the IFB. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work is significantly changed.

M. **Authorized Relief From Performance (Force Majeure)** -- The TEXAS A&M FOREST SERVICE 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 attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request to the TEXAS A&M FOREST SERVICE.

N. **Suspension, Debarment, and Terrorism** -- Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/

O. **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.

P. **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.

Q. **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.

R. **Additional Quantities --** The TEXAS A&M FOREST SERVICE reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TEXAS A&M FOREST SERVICE Purchase Order and shall be made within sixty (60) days of award of this bid. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.

S. **Quality --** The vehicles or equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all vehicles or equipment offered under these specifications shall be new, current production model. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

T. **Vendor Certification** – Vendor hereby certifies that the network hardware or software, *as applicable*, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with section 2059.060 of the Texas Government Code.

U. **Renewals** -- Any renewals will be under the same requirements, terms and conditions as those of the original agreement documents. Only changes that are permitted within the scope of the originally awarded agreement may be considered in any renewal.

V. **Vendor References** – *If requested*, bidder will be required to submit Vendor References for current or past comparable work/service provided in the quality and scope of that specified in this IFB.

W. **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 excepted 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*.

(d) Bidders/businesses are also required to ensure that their employees who have been designated as *Not Eligible for Rehire* by a TAMU member are not involved in any work for the TAMU system.

RIGHT TO AUDIT

At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&M Forest Service which funds this procurement in whole or in part, or duly authorized audit representatives of these entities, at their own expense and at reasonable times, reserves the right to have access to, and to incrementally audit, awarded vendor's records that are related to this contract. In the event such an audit by one or more of these entities reveals any errors and/or overpayments by Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&M Forest Service from any payments due to awarded vendor.

INSURANCE REQUIREMENTS (applicable)

A. The awarded vendor/contractor shall not commence work until all of the insurance specified on **Exhibit B to the Attachment B** – Texas A&M Forest Service, Standard Insurance Requirements has been obtained and certificates of such insurance in force have been filed with and accepted by the TEXAS A&M FOREST SERVICE. Insurance coverage shall provide for a ten (10) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by TEXAS A&M FOREST SERVICE shall not relieve or decrease the liability of the awarded vendor/Contractor.

B. Unless oherwise specified, the awarded vendor/contractor shall provide and maintain, until all work included in this IFB is completed and accepted by TEXAS A&M FOREST SERVICE, the standard insurance coverage as required in **Exhibit B to the Attachment B** .

C. Certificates of Insurance must be emailed to Blakely.snoe@gmail.com

D. Indemnification – Awarded vendor agrees to indemnify and hold harmless the TEXAS A&M FOREST SERVICE for any and all claims, liabilities, expenses, injuries, or losses for personal injury, property damage, or any other claims and damages of any nature that may arise while carrying out any and all provisions of this agreement.

E. By submitting a bid in response to this IFB bidder acknowledges and affirms these insurance requirements are understood and bidder will provide such insurance as required herein if awarded a contract resulting from this IFB.

BASIS OF AWARD

A. Award Criteria – The evaluation of bid responses will include but is not limited to pricing, delivery, the extent of which the goods or services meet the needs of the TEXAS A&M FOREST SERVICE and any other factors the TEXAS A&M FOREST SERVICE deems relevant.

The TEXAS A&M FOREST SERVICE must be confident that the bidder's response will meet needs of the TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE will evaluate and make the award to the bid that is determined to be the best value to the agency based on the criteria listed below.

Evaluation Criteria:

Pricing

Delivery

Vendor's ability, capacity, and skill

Vendor's previous experience and past relationship with TEXAS A&M FOREST SERVICE

Any other factors TEXAS A&M FOREST SERVICE deems relevant

B. If bidder submits product or service literature and specifications TEXAS A&M FOREST SERVICE reserves the right to decide if items offered are equivalent to those specified. TEXAS A&M FOREST SERVICE alone shall determine "best value" to the agency and TEXAS A&M FOREST SERVICE' judgment in this regard shall be considered final.

C. The TEXAS A&M FOREST SERVICE reserves the right to reject any and all bids, waive any technicalities.

D. By submitting a bid in response to this IFB, bidder agrees to this evaluation and award process and further accepts TEXAS A&M FOREST SERVICE' judgment and decision of award.

TECHNICAL SPECIFICATIONS

Texas A&M Forest Service (TFS) is seeking proposals from qualified firms or independent agents to perform comprehensive pre-buy (pre-purchase) inspections on **C-130H Hercules airtankers.** These aircraft are former military transports modified for aerial firefighting with retardant delivery systems.

The purpose of this purchase is to obtain an independent, thorough assessment of airworthiness, structural integrity, maintenance history, modification status, and overall condition of aircraft to support an informed purchase decision of these platforms and mitigate acquisition risks. Initial records review and compliance audit (Phase 1) will be conducted on not more than six (6) aircraft, with the best four (4) acceptable aircraft moving to physical inspection (Phase 2).

See attachment C for full statement of work.

Submittal Instructions:

- Signed IFB Form
- Detailed approach and methodology for Phases 1 and 2, including how C-130H airtanker-specific risks (fatigue, retardant corrosion, military records) will be addressed.
- Work plan and schedule.
- Team qualifications, resumes, references, relevant certifications, and organizational chart.
- Sample report from a prior similar project (redacted if necessary).

BID SHEET

	ITEM			BID	
1	Phase 1- Records Review and Compliance Audit – Minimum of 4, not to exceed 6 (See paragraph 1 of Attachment C)	6	EA	$5,591.62	$33,549.73
2	Phase 2- Physical Inspection and Functional Checks	4	EA	$70,362.40	$33,549.73
3	Turbine Inlet Gasket qty 288 (18 per engine)	Lot	EA	$5,930.04	$5,930.04
4			EA	$_______	$___________
5			EA	$_______	$___________
6			EA	$_______	$___________
	GRAND TOTAL $				$320,929.37

TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION ANY EXCEPTIONS THERETO MUST BE IN WRITING

ATTACHMENTS

Attachment A – Terms and Conditions
Attachment B – Sample Service Agreement
Attachment C – Statement of Work

VENDOR INFORMATION:

N/A
TEXAS VENDOR ID NUMBER (IF KNOWN)

Amentum Services, Inc.
COMPANY NAME

4800 Westfields Blvd
STREET ADDRESS

Chantilly, VA 20151
CITY STATE ZIP CODE

(864) 824-0177
PHONE

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

**By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68). Bidder also certifies that they have read, understand, and agree to all terms, conditions, and specifications as stated herein.*

Heather Shiflet
AUTHORIZED SIGNATURE

Heather Shiflet
PRINT OR TYPE NAME

Contracts Manager
TITLE

TEXAS A&M FOREST SERVICE

Service Agreement
Amendment

Agreement Number: CO-26-311
Amendment Number: 001

The Service Agreement entered into by and between Amentum Services, Inc. and Texas A&M Forest Service, from 07/17/26-12/31/26 is hereby amended as follows:

Change #1: Section 4. Payment Terms, Paragraph A is changed as follows:

From: The total compensation to PROVIDER under this Agreement will not exceed thirty-three thousand five hundred forty-nine dollars and seventy-three cents ($33,549.73) without an amendment to this agreement.

To: The total compensation to PROVIDER under this Agreement will not exceed thirty-three thousand five hundred forty-nine dollars and seventy-two cents ($33,549.72) without an amendment to this agreement.

Reason: The extended cost of the service was miscalculated.

Texas A&M Forest Service	Amentum Services, Inc.
By: Travis Zamzow **Travis Zamzow**	By: Heather Shiflet **Heather Shiflet**
Associate Director for Finance	**Contracts Manager**
Date: 07/21/2026	Date: 21 July 2026