

RECEIVING

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
06/03/2025

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)
P500354	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE DIRECTOR'S OFFICE 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845
SHIP TO:
TEXAS A&M FOREST SERVICE DIRECTOR'S OFFICE 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845

VENDOR
23869876590 KRISTEN ANN SCHMITT E3599 COUNTY ROAD D MENOMONIE, WI 54751-5362

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

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-LNM				
1	15 article packages	15	EA	800.000	12,000.00
2	Write 12 Project Descriptions, Edit 40 More	52	EA	150.000	7,800.00
				TOTAL	19,800.00
	***** 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.				
	EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES).				
	FEDERAL FISCAL YEAR OCTOBER 1 - SEPTEMBER 30 FFY 2024 12 ORIGINAL PROJECT DESCRIPTIONS, EDIT 40 EXISTING PROJECT DESCRIPTIONS, 1 ARTICLE PKG FFY 2025 1 ARTICLE PACKAGE PER MONTH FOR 12 ARTICLE PACKAGES TOTAL FOR THE YEAR FFY 2026 1 ARTICLE PACKAGE PER MONTH FOR 2 ARTICLE PACKAGES TOTAL FOR THE YEAR				
	DELIVERABLES OUTLINED IN ATTACHMENT A-SCOPE OF WORK OF TFS CONTRACT CO-25-157				
	VENDOR QUOTE: CO-25-157 VENDOR REF: KRISTEN SCHMITT 315-212-2572				

RTL

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

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

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Page 02

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Item	Description	Quantity	UOM	Unit Price	Ext Price																		
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code. <table border="0"> <tr> <td>CC</td> <td>FY</td> <td>ACCOUNT NO.</td> <td>DEPT.</td> <td></td> <td></td> </tr> <tr> <td>--</td> <td>----</td> <td>-----</td> <td>-----</td> <td></td> <td></td> </tr> <tr> <td>11</td> <td>2025</td> <td>431323-00000-5453</td> <td>DIRC</td> <td>19,800.00</td> <td></td> </tr> </table> DOCUMENT DATE: 06/03/2025 DEPT. CONTACT: LINDA MOON PHONE NO.: 979-458-6600 PCC CD: 9 TYPE FUND: TYPE ORDER:	CC	FY	ACCOUNT NO.	DEPT.			--	----	-----	-----			11	2025	431323-00000-5453	DIRC	19,800.00					
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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

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

SERVICES AGREEMENT
BY AND BETWEEN
Texas A&M Forest Service
AND **Kristen Schmitt**

This Services Agreement (“Agreement”) is entered into and effective May 1, 2025 (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 Kristen Schmitt (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. SCOPE OF WORK

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

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 marketing materials and documentation, including without limitation, any 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 August 31, 2026 (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for two (2) additional one (1) year periods upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years.
- 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. In the event that MEMBER terminates this Agreement pursuant to this Section, MEMBER shall receive a pro-rata refund of any pre-paid amounts.
- C. MEMBER may terminate this Agreement without cause upon thirty (30) days’ prior written notice to PROVIDER.
- D. 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.

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 Exhibit B, Payment Schedule, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed nineteen thousand eight hundred dollars (\$19,800) 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/>

5. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to MEMBER, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("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 transfer 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 other party. "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.

- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. 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.
- C. 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. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. 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.

8. INDEMNIFICATION

PROVIDER shall indemnify 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, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of 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 liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

9. **MISCELLANEOUS**

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto 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. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **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.
- C. **Representations & Warranties.** 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.
- 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 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 MEMBER policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **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.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.
- G. **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.

- H. **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.
- I. **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).
- J. **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, Suite 1281, College Station, TX 77845
Attention: Linda Moon
Phone: 979-458-6600
Email: lmoon@tfs.tamu.edu

PROVIDER: **Kristen Schmitt**
E3599 County Road D, Menomonie, WI 54751
Phone: 315-212-2572
Email: kschmitt1045@gmail.com

- K. **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.
- L. **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: Brazos County, Texas.
- M. **Non-Waiver.** 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.

- N. **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.
- O. **Public Information Act.** 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.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants 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 immediately if this certification is inaccurate.
- Q. **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.
- R. **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.
- 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.

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

Texas A&M Forest Service

Kristen Schmitt (Individual)

By: _____
Name: _____
Title: _____
Date: _____

By: Kristen A. Schmitt
Name: Kristen A. Schmitt
Title: Freelance/contract writer
Date: 4-28-25

Attachment A – Scope of Work

Contractual Components for Urban and Community Forestry Program Success Stories US Southern Region c/o Texas A&M Forest Service FY 2023

Deliverables:

Article (packages) and Project Award Descriptions

Articles (15) (article package)

- Share stories about the opportunities, processes, and vision.
- Capture, write, and share success stories about existing projects
- Capture, write, and share success stories emerging from funded projects, demonstrating the diversity of projects and degrees of success.
 - Work supported by this funding in:
 - Southern Region state projects in urban forestry and other cooperative forestry programs
 - IRA, NOFO projects and technical assistance
 - other related services
 - Formats and information needed
 - Full article: 500 – 1,000 words
 - Summary article: 225 words
 - Social media posts
 - Facebook and Instagram: ~10 – 100 words
 - X (Twitter): 280 characters
 - Geospatial information and other information for use in story maps
- Graphic and imagery direction on project articles
- Goals for articles include:
 - Show accountability to disadvantaged urban communities
 - Show forging of partnerships
 - show accountability for public funds
 - verify that we are using resources to make a positive difference in communities and people's lives
 - share successes so others can learn from our results
 - spread the word about U&CF and other coop forestry programs as a valuable resource
 - show that numbers alone don't tell the whole story of U&CF
 - reflect and learn from our work
 - practice good scholarship

Descriptions (Write 12, Edit 40)

- State award descriptions – to include pass-through and sub-award grants and projects
- Direct award project descriptions
- Up to 250 words

Attachment B – Payment Schedule

Science Writer Pay Schedule by Deliverable:

15 article packages @ \$800 each

52 project descriptions @ \$150 each

Federal Fiscal Year October 1 – September 30

FFY 2024

12 original project descriptions, edit 40 existing project descriptions

1 article package

FFY 2025

1 article package per month for 12 article packages total for the year

FFY 2026

1 article package per month for 2 article packages total for the year

Payable upon deliverable completed by invoice.

From: [Smith, Terry](#)
To: [Moon, Linda](#)
Cc: [Lull, Travis](#)
Subject: RE: Science Writer grant
Date: Thursday, April 3, 2025 8:21:11 AM
Attachments: [image002.png](#)
[image003.png](#)

Thanks for sending this. I talked to Travis this morning. He said he checked the cooperatives for existing contracts and didn't find any. He then attempted to find vendors on the Comptroller's bidders list and found that none were listed who perform this service.

We are in compliance with HUB since there are none from which to solicit, and he did attempt to perform a procurement process. So here are my suggested next steps:

- Go ahead and complete your selection process and let us know who you want to contract with.
- Send us the statement of work and line items, making sure it doesn't exceed 25k.
- Complete the Employee/Independent Contractor checklist.
- Enter a requisition into FAMIS.
- We will issue a PO without performing additional steps. This project has dragged on long enough. We will document the file with Travis' statements that he attempted to perform a bid but couldn't find any vendors, then you were able to locate an individual through networking who can perform the work. I will include a note that the purchase represents best value to the agency.



Terry Smith
Purchasing Department Head
Texas A&M Forest Service
200 Technology Way, Suite 1151
College Station, TX 77845
P: 979-458-7381

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Wednesday, April 2, 2025 4:44 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Subject: FW: Science Writer grant

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Wednesday, November 6, 2024 10:14 AM
To: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Subject: RE: Science Writer grant

OK. Come on by at 10:30 a.m.
Thank you.

From: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Sent: Wednesday, November 6, 2024 10:12 AM
To: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: RE: Science Writer grant

Either now, or this afternoon, whichever is better for you. I am unavailable the next two days.

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Wednesday, November 6, 2024 8:47 AM
To: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Subject: RE: Science Writer grant

When can you come by my office today?

From: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Sent: Tuesday, November 5, 2024 5:22 PM
To: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: RE: Science Writer grant

Linda,

This is not ready to go. We need to discuss further in person.

Travis

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Monday, November 4, 2024 9:28 AM
To: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Subject: RE: Science Writer grant

Hi Travis,

Where are we with this project? Can this be deployed this week?

Thank you,

Linda

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Monday, July 22, 2024 3:26 PM
To: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Subject: RE: Science Writer grant

I think this is a good start. Thank you for the research into this for me.

I would also send the opening to the Southern Group of State Foresters Urban and Community Forestry Committee and to the Region 8 representative for Urban. They have contacts with whom they have worked before and similar groups as you have listed.

What do you need from me?

What is the official document you will use to contact all of these entities? And can I have that to send to the additional contacts I just listed above?

Linda

From: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Sent: Friday, July 19, 2024 10:38 AM
To: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: RE: Science Writer grant

Linda,

I have been looking into this in between other urgent requisitions (seeming everybody suddenly has \$20,000+ that they need to spend by the end of the fiscal year or an immediate need to repair something), and I'm not having much luck figuring out how to post this publicly. I found NIGP procurement commodity code 961-90 for "Writing Services, All kinds, Including Resumes, Calligraphers, and Engrosser Services," but every listing in that category that I find on the state site that is similar to what we are looking for had no award, which likely means no bids.

I found several listings on Indeed.com that sound like needs similar to ours, and that would make sense. Treat it like hiring a person, only for a contracted service. I checked with Alicia in ED, and she says that we can post on Indeed and LinkedIn without their involvement, as long as we make it abundantly clear that this is a contracted job and not a hired position.

Other than that, there are some job boards out there for freelance writers, and I found an organization called the Austin Texas Science Communicators that is a forum for science writers that might be able to help us find someone. There is a master's degree program at A&M in Science and Technology Journalism that could help us find a current or former student that could write for us. We might even be able to call it an internship.

The Science and Technology Journalism website led me a website for the Council of Science Editors, which has a job posting page, as well: <https://councilscienceeditors-jobs.careerwebsite.com/>. It also led me to the National Association of Science Writers at nasw.org, which also has a job posting page. Those both look like good bets.

Please let me know what you think.

Travis

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Tuesday, July 9, 2024 3:59 PM
To: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Subject: RE: Science Writer grant

Sure thing!

Attached is a general description of what I am looking for.

It may be changing right now on one of the writing assignments – but I won't know until later this week. Since we did not hire someone already, the timeline for one of the deliverables is looming very closely and we may need to pivot and find a different way to get one of these things accomplished outside of this hire. If this happens, we will edit the requirements and deliverables in the attached before the procurement process begins.

I am available a little tomorrow if you would like to discuss.

Thank you,

Linda

From: Lull, Travis <Travis.Lull@tfs.tamu.edu>
Sent: Tuesday, July 9, 2024 3:18 PM

To: Moon, Linda <lmoon@tfs.tamu.edu>

Subject: RE: Science Writer grant

Linda,

Terry wasn't able to provide me with any useful information on what you are looking for. Can you fill me in, please?

Thanks,

Travis

From: Moon, Linda <lmoon@tfs.tamu.edu>

Sent: Tuesday, July 9, 2024 12:11 PM

To: Smith, Terry <tsmith@tfs.tamu.edu>; Lull, Travis <Travis.Lull@tfs.tamu.edu>

Subject: RE: Science Writer grant

Thank you both.

From: Smith, Terry <tsmith@tfs.tamu.edu>

Sent: Tuesday, July 9, 2024 11:59 AM

To: Lull, Travis <Travis.Lull@tfs.tamu.edu>

Cc: Moon, Linda <lmoon@tfs.tamu.edu>

Subject: FW: Science Writer grant

Travis, please help Linda with this.

From: Moon, Linda <lmoon@tfs.tamu.edu>

Sent: Tuesday, July 9, 2024 9:41 AM

To: Smith, Terry <tsmith@tfs.tamu.edu>

Subject: RE: Science Writer grant

Hi Terry,

The writer we identified has turned down the job after all.

How would you like me to proceed in finding and hiring a new writer?

Thank you of your help,

Linda

From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Monday, June 3, 2024 9:05 AM
To: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: RE: Science Writer grant

Since we are contracting directly with an individual, the attached needs to be completed. Please return to me once completed.

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Friday, May 31, 2024 1:36 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>; Cupit, Becky <bcupit@tfs.tamu.edu>
Subject: RE: Science Writer grant

Sure thing.

I do not yet have a service agreement, but attached is the justification in case we sign one.

From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 2:32 PM
To: Moon, Linda <lmoon@tfs.tamu.edu>; Cupit, Becky <bcupit@tfs.tamu.edu>
Subject: RE: Science Writer grant

I will need justification for using the vendor you selected.

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 2:17 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>; Cupit, Becky <bcupit@tfs.tamu.edu>
Subject: RE: Science Writer grant

I wasn't part of it but they went through people and connections of scientific writers they have worked with on similar projects.

From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 2:03 PM
To: Moon, Linda <lmoon@tfs.tamu.edu>; Cupit, Becky <bcupit@tfs.tamu.edu>
Subject: RE: Science Writer grant

What USFS process?

From: Moon, Linda <lmoon@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 2:01 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>; Cupit, Becky <bcupit@tfs.tamu.edu>
Subject: RE: Science Writer grant

This is pretty much a pass though for promoting and informing on this topic. The writer was identified through the USFS process.

I checked with a few folks with experience in these kinds of agreements, before accepting this addition to the CPG and was told it is acceptable.

Please advise.

Linda

From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 1:54 PM
To: Cupit, Becky <bcupit@tfs.tamu.edu>
Cc: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: RE: Science Writer grant

Linda, this is an award to TFS so TFS's procurement rules apply. What vendor did you have in mind and how were they selected?

From: Cupit, Becky <bcupit@tfs.tamu.edu>
Sent: Thursday, May 30, 2024 1:50 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Cc: Moon, Linda <lmoon@tfs.tamu.edu>
Subject: Science Writer grant

Terry,

Per our discussion, please see attached. It sounds like this is what Linda is wanting to use. It is part of our CPG award 23-DG-11083148-001 account number 431323. There is \$23,076.92 available for direct expenses.

Thanks.
Becky

Becky Cupit

Grants Administrator III

Texas A&M Forest Service

Office: 979-458-6683 | Fax: 979-458-6622

bcupit@tfs.tamu.edu