



US Army Corps
of Engineers ®

MAIL BID TO: CHIEF, REAL ESTATE OFFICE
ATTN: CENAO-RE-D
U.S. ARMY ENGINEER DISTRICT, NORFOLK
803 FRONT STREET
NORFOLK, VA 23510-1011

(See page 6 for further details)

Sale of Government-Owned Forest Products

(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)

Harvest Location: MEARNG Caswell, ME

PAGE NUMBER 1 OF 22 PAGES

INVITATION NUMBER: DACA65-B-27-05

SALE TYPE: **Unit** priced standing timber sale-prices are pay as cut per the unit (TON) price, bid must contain a **20%** bid deposit. All hardwood sawlogs sold per the sliding scale.

DATED: 4 September, 2026

Sealed bids in SINGLE copy, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this invitation, will be received until the time, date, and at the place indicated below, and then publicly opened.

TIME OF OPENING: **2:00 p.m.** EASTERN STANDARD TIME

DATE OF OPENING: **THURSDAY October 8, 2026**

PLACE OF OPENING: **Acquisition, Management, and Disposal Branch, Real Estate Office, 803 Front Street, Norfolk, VA**

BID DEPOSIT OF 20 % OF TOTAL AMOUNT BID OR AS OTHERWISE INDICATED IS REQUIRED BY **CASHIERS CHECK, CERTIFIED CHECK, OR POSTAL MONEY ORDER PAYABLE TO: FAO, U. S. Army of Engineers.**

INSPECTION INVITED ON **TUESDAY September 22, 2026, AT 9:00 a.m.** THIS WILL BE THE ONLY DATE AND TIME TO VIEW THE TIMBER. PLEASE ARRANGE WITH:

REAL ESTATE
CONTRACTING OFFICER'S REPRESENTATIVE:
Mr. Andrew Willey-Norfolk District Representative
TEL#: (757) 201-7804 CELL# (757) 404-9758
EMAIL: andrew.g.willey@usace.army.mil

-Or-

CONSERVATION MANAGER:
Mr. Timothy Bickford - Maine Army National Guard
TEL#: (207) 430-5923
E-MAIL: timothy.a.bickford2.nfg@army.mil

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective forest product Purchasers to determine the best qualified bidder, price and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

DO NOT REMOVE PAGES FROM INVITATION

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SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		Invitation For Bid No. DACA65-B-27-05	Page 3
BID (This Section to be completed by the Bidder)		DATE OF BID 8 October 2026	
In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified herein, after notice of acceptance by the Government. The total amount bid is \$. Attached is the required bid deposit in the form of , in the amount of \$. <i>All bidders should complete the "Certificate as to Small Business Status" set forth below. This certificate must be completed and made a part of every Invitation to Bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).)</i> <u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u> The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition: In sales of Government-owned forest products a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry: (2) is independently owned and operated: (3) is not dominant in its field of operations: and (4) together with its affiliates does not employ more than 500 persons.			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZIP CODE) (Type or print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE	FAX	SIGNER'S NAME AND TITLE (Type or print)	
CELL	TAX ID NUMBER		
E-MAIL			
<u>CORPORATE CERTIFICATE</u>			
I, certify that I am the of the corporation named as Purchaser herein, and , who signed this contract on behalf of the Purchaser, was then of said corporation by authority of its governing body, and is within the scope of its corporate powers. Signature _____ (CORPORATE SEAL)			
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEM NUMBERED 1		UNITED STATES OF AMERICA BY _____ (Real Estate Contracting Officer)	
TOTAL AMOUNT	CONTRACT NUMBER DACA65-S-27-	TITLE OF REAL ESTATE CONTRACTING OFFICER Chief, Real Estate Office	

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		Invitation For Bid No. DACA65-B-27-05		Page 4					
ITEM NO.	TIMBER FOR SALE AND LOCATION	QUANTITY (No. of Units)	UNIT OF MEASURE	TO BE SUPPLIED BY BIDDER					
				PER UNIT PRICE BID	TOTAL PRICE BID				
					DOLLARS	CENT S			
1	3 BLOCKS – Harvest areas 1, 2, & 4 Butterfield Lake North Timber sale MEARNG Caswell Training Site	HA1-125.5 HA2-98.7 HA4-44.4 Total-268.6	ACRES						
	SPRUCE/FIR studwood tree length	2,049	TON				\$	\$	
	ASPEN (POPLAR) tree length	4,311	TON				\$	\$	
	MIXED HARDWOOD PULP & firewood	1,401	TON				\$	\$	
	MIXED SOFTWOOD PULP	3,449	TON				\$	\$	
	TAMARACK	90	TON				\$	\$	
	BIOMASS chips	1,607	TON				\$	\$	
	TOTAL BID FOR ITEM 1								
	** Road plowing and maintenance is required for access to portions of the sale. Ingress and regress to the harvest area is the responsibility of the purchaser. Some haul routes may require repairs and/or light surface construction to retain access to the harvest areas.								
BIDDER IS CAUTIONED TO INSPECT THE TIMBER			NAME OF BIDDER (Type or print)						
ALL THE ABOVE ESTIMATED SAWTIMBER VOLUMES ARE BASED ON THE INTERNATIONAL ¼ INCH LOG RULE									
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID									

This sale is based on the International Log Rule 1/4 Inch Kerf for sawtimber and will be sold per unit.

DESCRIPTION OF TIMBER SALES AREAS: The sale area is located within the Maine Army National Guard (MEARNG), Caswell Training Site (T.S.), Aroostook County, Maine. The total sale area is approximately 268.6 acres and is being managed using a single-tree-selection (STS) with Group Patch cuts or STS silvicultural prescription. Standing timber contained within the harvest blocks designated for removal is of operator select removing on average 50% of the basal area within STS and 100% of the basal area within Group Patch cut. The designated trees will remove those that have met their diameter, height, spacing, or species removal objective. On average nearly 50% of the existing basal area is designated for removal when taking all areas into account. All trees designated for harvest must be removed from the Installation.

Contract shall run from official Notice to Proceed and Performance Deposit collection through to October 31, 2027, no tree felling shall occur from April 15 to September 30, all tree felling; tree skidding, processing, and hauling shall be complete by 31 May 2027; and all site repair work as directed must be complete by 31 October 2027.

Item No. 1:

Butterfield Lake timber sale, timber is sold per unit or sliding scale for hardwood sawlogs – The harvest block contains the approximate volumes listed in the table below within 268.6 acres (125.5 acres within Harvest Area 1, 98.7 acres within Harvest Area 2-also contains a historic, Cold War era anti-aircraft artillery battery which is flagged in Pink/Black striped flagging, and 44.4 acres within Harvest Area 4). The harvest areas are bound with orange three stipe tree marking paint and harvest area numbers assigned to the boundary trees on occasion, the exception is where there are roads or firebreaks, in such areas there may not be trees marked in orange but rather flagged generally in pink flagging. Stand representation is an uneven-aged stand stocked with Aspen, Balsam Fir, Spruce, Tamarack, Mixed Hardwood and other early successional northern hardwoods, the sale area is situated north of the former Loring Air Force Base runway and Willard Rd., areas are also bordered by and adjacent to the Aroostook National Wildlife Refuge and Butterfield Lake Road (gated gravel road) within the training area. Also Range Rd. continues from Butterfield Lake Road extending to the gated access along the paved Willard Rd. Road plowing and maintenance is required; access to the sale is excellent using town system roads, access to HA4 will require ongoing maintenance utilizing an older system road running north/south from Butterfield Lake road to the harvest area. This specific spur road access to Harvest Area 4 will require maintenance of the two corrugated metal pipes crossing the road. Any gravel fill required can be obtained from either of 2 gravel pits on the training site, gravel must only be utilized from the pits within the delineated limits of disturbance, during and after use any potential runoff shall be internally contained within to prevent run off of and soil sedimentation outside of the designated area. There are streams within harvest areas which are identified with SMZ flagging. There are landing locations available throughout portions of the harvest areas.

HARVEST BLOCK LOCATION MAP

Harvest area map: *See (Attached Enclosure page 20).*

ITEM SPECIFICATIONS

Volume

Sawtimber (International 1/4" BF) Non-Sawtimber (Weight/Ton)

Butterfield Lake North timber volumes by Harvest Area							
	Harvest Area 1 (125.5) +/- acres STS-avg BA 40-60		Harvest Area 2 (98.7) +/- acres STS-avg BA 40-60		Harvest Area 4 (44.4) +/- acres STS w/ patch cuts avg BA STS 40-60		
<i>Species/Product</i>	<i>Volume</i>	<i>Unit</i>	<i>Volume</i>	<i>Unit</i>	<i>Volume</i>	<i>Unit</i>	<i>Total</i>
Spruce/Fir (studwood) TL	551	TON	974	TON	524	TON	2049
Aspen (Poplar) TL	1947	TON	1200	TON	1164	TON	4311
Mxd Hwd Pulp includes firewood	759	TON	535	TON	107	TON	1401
Mxd Swd Pulp	1381	TON	1718	TON	350	TON	3449
Tamarack	30	TON	30	TON	30	TON	90
Biomass chips	538	TON	720	TON	349	TON	1607
	5206		5177		2524		12907

SECTION II – SALE OF GOVERNMENT FOREST PRODUCTS - INSTRUCTIONS TO BIDDERS

1. **KNOWLEDGE OF SALE TERMS AND CONDITIONS:** All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained. Any oral statement or representation by a representative of the Government, changing or supplementing any condition of this advertisement or contract resulting there from is unauthorized and shall confer no right upon the bidder or purchaser.

2. **INSPECTIONS:** Bidders are invited, urged, and cautioned to inspect the timber and sales area(s) prior to submitting a bid. Arrangements for inspection may be made by contacting the person(s) specified on the cover sheet hereof, inspections may be made during times therein stated.

3. **PREPARATION AND SUBMITTAL OF BIDS:**

a. **Bid Items.** Unless the invitation provides otherwise, bids may be submitted on any or all items; however, a bid covering any listed item shall be submitted on the basis of the unit specified for that item and shall cover the total number of units specified for that item.

b. **Bid Form.** All Sealed bids must be executed and submitted on the bid form accompanying this invitation for bids, bid and acceptance, hereto or on an exact copy thereof. All bids shall be filled out in ink, indelible pencil, or typewriter, with all erasures, strike overs, and corrections initialed in ink. Additional copies may be obtained from the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

c. **Execution of Bid.** Any bid executed by an attorney-in-fact or agent on behalf of a bidder must be accompanied by an authenticated copy of that person's Power of Attorney or other acceptable evidence of such person's authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate authority shall be executed under the corporate seal; however, the same individual who executes said certificate shall not sign the bid. If the bid is signed by the Secretary of the Corporation, the Certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the Certificate of Corporate Bidder, there shall be attached to the bid a copy of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy.

d. **Marking and Addressing of Bid Envelop.** The invitation number and bid-opening time shall be plainly marked on the left side of the sealed envelope in which the bids are submitted, as shown in this example:

<u>Bidder's Return Address</u>	<u>Postage</u>
<u>SEALED BID</u> To be Opened: Time: <u>2:00 p.m.</u> Date: <u>Thursday 8 October 2026</u> Invitation No. <u>DACA65-B-27-05</u>	<u>BID DELIVERY LOCATION:</u> Chief, Real Estate Office Attn: CENAO-RE U.S. Army Engineer District, Norfolk 803 Front Street Norfolk, VA 23510-1011

e. **Delivery of Bids.** It is the duty and responsibility of each bidder to see that his bid is delivered to the place and by the time of opening specified in the invitation. All properly addressed, identified, and delivered bids received prior to the specified bid opening time will be securely kept and unopened. The Government assumes no responsibility for the premature opening of any bid, which is not properly addressed or identified. All bids will be opened at the time and place stated in the invitation.

f. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained herein.

g. Telegraphic bids will not be considered, but withdrawals by e-mail or fax of bids already submitted will be considered if received prior to the time set for opening bids. Modifications of bids will be accepted in person or by mail.

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS:

a. Any bid received at the place designated in the invitation after the exact time specified for receipt will not be considered unless it was received before the award is made and either:

(i) It was sent by either registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the twentieth (20th) of the month must have been mailed by the fifteenth (15th) or earlier); or

(ii) It was sent by mail and the Government determines that the late receipt was due solely to mishandling by the Government after receipt at the government Installation.

b. Any modification or withdrawal of a bid is subject to the same requirements as in (a) above except that withdrawal of bids by e-mail with delivery receipt is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(i) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. or Canadian Postal Service postmark. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. or Canadian Postal Service).

(ii) The time of receipt at the government Installation is the time-date stamp of such Installation on the bid wrapper, email delivery receipt or other documentary evidence of receipt maintained by the Installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes it more favorable to the Government will be considered at any time it is received and may be accepted.

5. BID DEPOSIT:

a. Bids must be accompanied by either a cashier's check, certified check, or postal money order made payable to the Finance and Accounting Officer, U. S. Army Corps of Engineers in an amount not less than twenty percent (20%) of the total bid price; however, if the total bid is five-thousand dollars (\$5,000.00) or less, then the total bid amount must accompany the bid.

b. The deposit of the Purchaser will be retained by the Government and applied proportionately as payment of the forest product sold and/or as performance deposit. The sale will be on all-cash basis with additional periodic payments required as hereinafter specified under Section III, Paragraph 3. All other deposits will be disbursed at the discretion of the Real Estate Contracting Officer only upon full reconciliation of payments owed.

6. BID OPENING:

a. At the time and place stated in the invitation, all bids not withdrawn shall be opened, and their contents made public for the information of bidders and other properly interested parties, who may be present either in person or by representatives. However, any information submitted in support of any bid or the Government upon request thereof, the disclosure of which may tend to subject the person submitting to a competitive business disadvantage, will upon request be held in strict confidence by the Government.

b. When bids are solicited on a unit price basis, bidders will insert their unit prices and total prices in the space provided for each item. In the event the bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration. The unit price shall govern in any case of error in calculation of the estimated total contract price.

7. AWARD OF CONTRACT:

a. The contract shall be awarded to the responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered, will be notified that an award will be made to him upon application of the performance deposit or bond as specified in Section III, Paragraph 3 of this contract. In the event that the performance deposit or bond is not tendered within the specified period, the Government may, at its option, select from the remaining bids the responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered. That bidder will be notified that an award will be made to him upon application of the performance deposit or bond as provided in Section III Paragraph 3 of this contract. The Government may, when in its interest, reject any or all bids or waive

any informality in bids received. The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

b. In the absence of information clearly indicating that the bidder is responsible, the Real Estate Contracting Officer shall conclude that the bidder does not qualify as a responsible bidder. To determine a bidder to be responsible, a Real Estate Contracting Officer must find that:

- (i) The bidder has adequate financial resources to perform the contract or the ability to obtain them;
- (ii) The bidder is able to perform the contract within the contract term taking into consideration all existing commercial and governmental business commitments;
- (iii) The bidder has a satisfactory performance record on timber sale contracts. A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Real Estate Contracting Officer determines that the circumstances were beyond the bidder's control and were not created through improper actions by the bidder or affiliate, or that the bidder has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible bidder. The Real Estate Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- (iv) The bidder has a satisfactory record of integrity and business ethics;
- (v) The bidder has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- (vi) The bidder is otherwise qualified and eligible to receive an award under applicable laws and regulations.

c. A bidder may protest a determination made in the bid/award process to the Real Estate Contracting Officer within 30 days of the date of the notification or rejection letter to the bidder. If the protest cannot be disposed of by agreement, the Real Estate Contracting Officer will within 14 days forward the protest to the Division Real Estate Contracting Officer, U.S. Army Corps of Engineers Brooklyn, NY and so notify the protester in writing of such action. The Division Real Estate Contracting Officer should consider such protest within 60 days of delivery, but may continue the Sale of Government Forest Products process. In connection with any written protest proceedings under this provision, protestor should clearly:

- (i) identify the Invitation For Bid No.;
- (ii) identify contact parties;
- (iii) state the reasons for the protest;
- (iv) provide documentation in support of the protest; and
- (v) state what is the desired result.

The decision of the Division Real Estate Contracting Officer shall be final and conclusive. A written copy of the decision shall be mailed or otherwise furnished to the protester. The Government reserves the right to establish management objectives and requirements designed to achieve these objectives. These objectives are not subject to this protest process.

8. **RESERVATION OF RIGHTS:** The Government reserves the right to withdraw any or all items from the sale prior to sending out a notice of acceptance, to reject any or all bids, to waive any defect or informality in any bid received, and to accept any item or combination of items of any bid unless specifically precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

SECTION III – SALE OF GOVERNMENT FOREST PRODUCTS GENERAL TERMS AND CONDITIONS OF SALE**1. DEFINITIONS:**

a. The term "Secretary" shall mean the Secretary of the Army, and the term "his duly authorized representative" shall mean the Chief of Engineers, Department of the Army, or any individual or board designated by him.

b. The term "Real Estate Contracting Officer" shall mean the person executing this bid in whole or in part on behalf of the Government, and includes a duly appointed successor District Representative.

c. The term "District Representative" shall mean any employee of the U. S. Army Engineer District, Norfolk, who has been authorized by the Real Estate Contracting Officer to administer and supervise the performance of this contract.

2. **CONDITION OF PROPERTY:** The timber is offered for sale "as is" and "where is" with the bidder being obligated and responsible to provide at his sole expense and without any cost whatsoever to the Government all labor, equipment, materials, and supplies required to harvest and remove the forest products involved. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including location) shall not constitute any ground or reason for nonperformance of the contract or claim by the successful bidder for any allowance, refund or deduction from the amounts offered. The Government does not make any guarantee or warranty expressed or implied with respect to the property as to quantity, quality, character or condition, size, or kind, or that the property is in condition or fit to be used for the purpose for which intended. The purchaser acknowledges that he has satisfied himself as to the location, field conditions, and volume of forest products to be removed from the designated area(s). This contract shall be construed to have the intent of covering all the designated forest products of the specified species and sizes on the area and as described herein and shall include all such forest products whether less than, equal to or in excess of the estimated volume or quantity stated.

3. **PERFORMANCE GUARANTEES:** At Contract Award, Bid Deposits will be held until converted and proportionately applied as stumpage payment. An additional **10%** applied as performance guarantee of the Total Bid Amount is to be held aside and applied as a performance deposit in order to ensure faithful performance under this contract in addition to other payments required under the provisions of this contract. If the contract is performed to the full satisfaction of the Real Estate Contracting Officer, said performance deposit shall be returned to the purchaser upon satisfactory contract completion.

Bond Requirements: In lieu of this cash deposit the purchaser may furnish a performance bond with surety approved by and in a form acceptable to the Real Estate Contracting Officer:

(i) A certified check, cashier's check, or postal money order in the amount of ten percent (10%) of the awarded contract price made payable to the Treasurer of the United States, or

(ii) A performance bond with surety approved by, and in a form acceptable to the Real Estate Contracting Officer in the penal sum of twenty percent (10%) for sales of the awarded contract price. U. S. Standard Form 25 may be used for this purpose, or

(iii) An irrevocable letter of credit which must be on bank letterhead paper and in the amount of not less than twenty percent (20%) of the contract price. Also the letter must:

(1) Be non-cancelable.

(2) Be in the favor of the "Finance and Accounting Officer, U.S. Army Corps of Engineers."

(3) Contain the name and address of the bank.

(4) Contain the Invitation for Bid or Contract number.

(5) Be "open end" so as not to expire prior to end of contract or settlement of any claims that may arise therefrom.

(6) Be in U.S. currency.

Performance Deposit Not A Payment: During the term of the contract active harvesting periods, the Performance Depositor Bond is not to be considered as a forest product advance payment.

4. **PER UNIT PAY AS CUT PAYMENTS:** In addition to the original **20%** Bid Deposit, and the subsequent **10%** Performance Guarantee, the purchaser must make routine monthly payments at minimum based on mill settlements paid to the Government at the per unit rate on the bid sheet. Harvesting operations shall not continue until the monthly payment is submitted to the District Representative. If any monthly payment is not made to the satisfaction of the District Representative the purchaser must thereafter pay an **advance** portion (minimum 10% increments) of the total bid price for forest products to be harvested as determined by the Purchaser or as requested by the Real Estate Contracting Officer Representative **or** as may be billed, whichever effects the advance to be paid promptly. When sum value of products harvested equals or exceeds amount of total stumpage payments, the Government officials will require all harvesting operations to cease until additional payment is made. Failure of the Purchaser to stay ahead on payments is a violation of the Performance requirements.

a. For unit price sales, such **payment shall be made at the first monthly settlement and continue thereafter through the harvest.**

(i) For all contracts of \$10,000 or less, balance of the estimated total purchase price must be paid in full.

(ii) For all other contracts (over \$10,000), each payment shall be an amount equitable to the settlement provided to the District Representative. In the event there is any surplus of funds to purchaser's credit on deposit funds can be applied to the next settlement or, upon completion of removal operations as required under the terms of the contract, a refund of such surplus will be made to said purchaser.

b. For lump sum sales, the purchase price shall be paid as follows:

(i) On bids below \$10,000, payment in full is required within fifteen (15) calendar days after Notice of Acceptance. Bid deposit will be applied toward the amount due.

(ii) On bids \$10,000 to \$20,000, \$10,000 is required within fifteen (10) calendar days after Notice of Acceptance and the remaining balance when approximately 50 percent of forest products has been cut.

(iii) On bids larger than \$20,000, bidder must pay \$10,000 within ten (10) calendar days after Notice of Acceptance and the remainder as requested by the Real Estate Contracting Officer or as billed. The determination of the frequency of \$10,000 payments will be based on the volume of the material cut as determined by the Real Estate Contracting Officer, having as its objective that the amount paid in shall at all times be the equivalent of at least 10 percent more than the percentage of forest products cut. To aid in this determination, the books of account and inventories by the purchaser shall be available for inspection by the Real Estate Contracting Officer. Purchaser shall submit a letter stating volumes harvested to date to the Real Estate Contracting Officer on frequency to be established by said officer.

The Purchaser agrees to pay for all items awarded him in accordance with the prices quoted in his bid. All payments shall be made by certified check, cashier's check, or postal money order made payable to the Treasurer of the United States. The Purchaser's bid deposit shall be applied to the purchase price. For unit price contracts, the Purchaser shall be billed and make payment weekly for the amount harvested for the week or for the balance of the purchase price. Payment is due upon receipt of any bill. Any monetary adjustments based on the amount of timber actually harvested will be made after completion of all harvesting activities. The bid deposit and performance deposit balances, if any, will be credited to the final payment or refunded as applicable.

5. BILLINGS: The purchaser should make regular biweekly payments on his own initiative as required but also may be billed periodically for the estimated quantities of forest products as determined by the Real Estate Contracting Officer to be removed during a given operational period. Payment must be made in the settlement amounts and by time requirements specified in the bill, otherwise, harvesting may be suspended by the government until the bill is settled. All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the F&A Officer, USAED, Norfolk District. Billing payments will be remitted within the time requested in the bill or otherwise within thirty (30) calendar days of the date of the billing, directly to the Forest Resource Project Office or District Office, as specified under Special Sale Terms and Conditions.

6. LATE PAYMENT CHARGE: The Government will impose a charge, based upon current interest rates, for any and accounts not paid within thirty (30) days following notification to the debtor. In addition to the interest charge, a processing and handling fee of fifteen dollars (\$15.00) will be assessed for all accounts delinquent over thirty-one (31) days and an additional six percent (6%) penalty charge will be included for all accounts that are ninety-one (91) days overdue.

7. QUATITY DETERMINATION IN UNIT PRICE SALES:

a. The amount of timber sold and harvested pursuant to a unit price sale shall be determined by weighing each truckload of timber. All weighing will be at approved/authorized off-post scales, at the sole cost of the Purchaser, unless the Real Estate Contracting Officer approves the use of government-owned scales in writing.

b. All truckloads of timber departing the contract site will have a Forest Product Load Ticket. Each load ticket number will be entered sequentially in a logbook provided by the Government. Upon weighing of the logs, the load ticket and completed weight ticket or exact copy thereof, will be neatly stapled together and retained by the Purchaser until the close of each month. The Real Estate Contracting Officer or their representative will collect the Forest Product Load ticket with attached scale slip following the close of each month or at their discretion.

c. Failure to retain and submit all Forest Product Load Ticket at each month end can result in the termination of the contract with possible forfeiture of the performance bond/deposit. The government reserves the right to monitor the transportation of timber products entering/leaving and within the Installation.

d. At the end of the contract, any Load Tickets that are not returned will result in the assumption that the logs were not weighed and the Purchaser will be billed for missing Load Tickets on the basis of the average weight of a truck load of logs.

8. TITLE AND RISK OF LOSS: Title to the timber sold hereunder shall vest in the Purchaser as and when the Purchaser cuts the

designated standing timber by severing at the stump. The risk of loss shall pass to the Purchaser upon the vesting of title.

9. DEFAULT: If after award, the Purchaser breaches this contract by failing to make any required payment when due, or by failing to remove any timber as and when required, then the Real Estate Contracting Officer may send the Purchaser a fifteen (15) day written notice of default (calculated from the date of mailing) and upon the Purchaser's failure to cure such default within the period (or such further period as the Real Estate Contracting Officer may allow), the Purchaser shall lose any and all rights, claims, interests and title which he may have acquired in and to such timber as to which the default has occurred. The Purchaser agrees that in the event he fails to make any payment required or remove any timber as and when required, the Real Estate Contracting Officer at his election and upon notice of default shall be entitled to retain or collect from any bid deposit, payment made, or performance bond or deposit, the actual damages, including, but not limited to, any loss, cost or expense in reselling or otherwise disposing of any timber sustained by the Government, as determined by the Real Estate Contracting Officer, as a result of such default. If the Purchaser otherwise fails in the performance of any of his obligations, the Government may exercise such rights and pursue such remedies as are provided by law or under this contract.

10. DISPUTES: Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Real Estate Contracting Officer, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Real Estate Contracting Officer shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Real Estate Contracting Officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Real Estate Contracting Officer's decision. This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided above: Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

11. EQUIPMENT: Without regard to weather or ground conditions the Purchaser must at all times, keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the Real Estate Contracting Officer, to maintain the minimum production rate during each calendar month and to complete this contract of sale within the time allocated.

12. WORK PERFORMANCE: The Purchaser shall complete all harvesting, cleanup and other work required under this contract within the time specified in Condition No. two (2) of the Special Terms and Conditions of Sale. The parties hereto agree that the time specified herein for completion is adequate and includes ample allowance for delays normally encountered in this type of operation.

13. EXTENSION OF TIME: The Real Estate Contracting Officer may by a Change Order extend the time allocated for removal:

- a. When the total volume of the forest products designated for removal exceeds the estimated volume advertised, the time allocated for removal may be extended for an equitable period, based upon the minimum weekly production required to complete the removal of the original estimated contract volume within the original allocated time.
- b. When the Purchaser desires a reasonable extension of time for his own convenience, provided (1) the Real Estate Contracting Officer determines that the extension will not endanger required installation deadlines, and (2) the consideration for the extension is mutually agreed upon by Purchaser and said Real Estate Contracting Officer.
- c. For days lost by the Purchaser due to closure of the sale area(s) for military training or stoppages ordered by the Real Estate Contracting Officer or his duly authorized representative.
- d. For reasonable mobilization time (other than initial mobilization) as a result of major interruptions during contract period and where it is determined necessary by the Real Estate Contracting Officer or his duly authorized representative.
- e. For delays due to fires, floods, earthquakes, epidemics, quarantine, or strikes; provided, that the Purchaser shall within ten (10) days from the beginning of any such delay, notify the Real Estate Contracting Officer in writing of the dates and causes of delay. Delays resulting from weather will not normally be justification for an extension of time.

14. SUPERVISION OF WORK: The work will be conducted under the general direction of the Real Estate Contracting Officer and is subject to inspection by any District Representative and/or Installation Environmental/Natural Resources Staff unless otherwise assigned to ensure compliance with the terms of the contract. When cutting, logging, or other operations under this contract are in progress, the Purchaser shall have a representative, readily available to the area of such operation at all times, who shall be authorized to receive, on behalf of the Purchaser, any notices and instructions given by the Real Estate Contracting Officer in regard to performance under this contract, and to take such action thereon as required by the terms of this contract.

15. UTILITY LINES AND FENCES: All utility lines and fences located within or immediately outside the exterior boundaries of

the sale area(s) shall be protected as far as is possible in logging operations and if damaged, shall be repaired immediately by the Purchaser. If the Purchaser's operations require the relocation of any such utility lines or fences, the Purchaser agrees to accomplish such relocation by coordinating this action with the appropriate utility company(s) prior to and during timber harvesting and associated work in, under, and around such utility lines. All work required by this condition shall be without expense to the Government.

16. FIRE FIGHTING AND FIRE LAWS: The Purchaser shall comply with all Installation fire regulations. The Purchaser shall be held liable for any forest fires resulting from his operations. The Purchaser and his employees shall do all in their power to prevent and suppress forest fires in the logging and adjacent areas. Forest fires resulting from the Purchaser's operation will be extinguished by the Purchaser without expense to the Government, and where it is necessary for the Government to supply labor or equipment to extinguish any forest fires traceable to the logging operations, the Government may hold the Purchaser liable for the cost and expense thereof. The Purchaser shall be required to maintain adequate forest firefighting equipment during the operations suitable for controlling forest fires expeditiously in the terrain and location where his harvesting operations are being carried out. Heating equipment will be subject to approval of the Installation Fire Chief. Logging operation generated rubbish shall be removed from the Installation for disposal. The District Representative may make periodic inspections to determine whether the equipment on hand is adequate to effectively fight forest fires in the sale area(s). The Purchaser agrees to abide by the State of Maine forest fire fighting laws. No burning will be undertaken on the installation unless prior approval is received from the Installation Fire Chief and Conservation Manager.

17. SECURITY REGULATIONS: The Purchaser, his agents, employees, and sub-contractors shall comply with all security regulations of the Installation. Before commencing operations hereunder, the Purchaser shall report to the District Forester(s) or Installation Conservation Manager for such regulations and special instructions as may be applicable to his operations on the Installation.

a. REAL I.D Requirement:

(i). The Army is mandating implementation of the REAL ID Act of 2005 and will require REAL ID compliant state issued identification cards on 7 May 2025. However, until 7 May 2025 the following in (ii) is a list of exemptions for those individuals requesting installation access currently without a REAL ID compliant card.

(ii). Unless the individual requesting Installation access possesses one of the authorized government issued identification cards delineated above, the individual will need to present one of the following documents deemed appropriate to prove identity in order to be issued an installation pass: Credit/Debit Card / Hunting/Fishing License / Health or /Dental Insurance Card / Union Membership Card /Medicare Card / Voter Registration Card / Veterans Service Organization Card (VFW, AL, AMVETS) / Professional License (Pilot, Beautician, Mechanic etc.) / VA Health - Prescription card / Selective Service Card / Concealed Carry Weapons Permit / Passport / Library Card / Passport Card / Security Clearance Badge / DD214/215 / Employment -Company ID card / Birth / Baptism Certificate / Student ID / School Transcript / SSN Card / Marriage Certificate / Vehicle Registration Card / Pay Stub / Vehicle Insurance Card / Utility Bill.

18. ACCIDENT PREVENTION:

a. The Purchaser shall take such action as may be just, reasonable, and necessary for the protection of his employees while engaged in any tree harvesting or related operations within the boundaries of the government-owned property. This will specifically include adopting recognized safe practices, supplying, and maintaining equipment in safe operating condition, proper guarding of all hazardous equipment and compliance with all pertinent safety regulations.

b. Ensuring compliance with the provisions of this clause by sub-contractors will be the responsibility of the Purchaser.

c. The Purchaser will comply with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385 1-1) a copy is available online at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf for review. **This manual requires a completed and accepted Accident Prevention Plan prior to the start of timber harvest. Harvesting will not be permitted until this plan is accepted!** The Purchaser is also encouraged to comply with the Maine Certified Logging Professional (CLP) program available online at: <https://mainetree.org/certified-logging-professional-program/>. Additionally, logger's safety information is also available online at: <https://www.osha.gov/SLTC/logging/index.html>.

19. TERMINATION OR SUSPENSION OF CONTRACT:

a. The Government may terminate or suspend this contract of sale, in accordance with this clause, in whole or in part, by giving ten (10) days written notice to the Purchaser, whenever the Real Estate Contracting Officer shall determine that such termination or suspension is in the best interest of the Government. Ten (10) days' notice shall not be required: (1) in the event termination is effected by reason of violation by the Purchaser of any of the terms and conditions of this contract of sale, (2) in the event there is a declaration of national emergency by the President or the Congress of the United States. Any such determination shall be effected by delivery to the Purchaser of a "Notice of Termination" or "Notice of Suspension."

b. Causes or reasons for termination will include: (1) determination by the Secretary of the Army that termination of the contract is necessary in the interest of national defense, or (2) non-observance of good forestry practices, or (3) continuous or unnecessary abuse of government property which cannot be repaired by the Purchaser, or (4) violation by the Purchaser of any other terms and conditions of the contract of sale if the Purchaser continues and persists therein for fifteen (15) days after notice thereof in writing by the Real Estate Contracting Officer.

c. Causes or reasons for suspension will include: (1) determination by the Secretary of the Army that suspension of the contract is necessary in the interest of national defense, (2) determination by the Real Estate Contracting Officer that operations during unusually dry seasons are creating a fire hazard, (3) determination by the Real Estate Contracting Officer that operations in unusually wet areas are causing significant damage and should be delayed until the soil conditions improves, or (4) the determination by the Real Estate Contracting Officer that the sales area(s) is needed for military training purposes.

20. COVENANT AGAINST CONTINGENT FEES: Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

21. TREE MARKING PAINT AND EQUIPMENT: Marking hammers, tree marking paint or equipment for painting trees, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts are prohibited from the MEARNG Caswell T.S. Installation boundaries while conducting work on this contract.

22. RECORDS: Books and records of the Purchaser relating to all operations covered by this contract shall be open to inspection at any time by the Real Estate Contracting Officer and available for audit with the understanding that the information obtained shall be regarded as confidential.

23. GRATUITIES:

a. The Government may, by written notice to the Purchaser, terminate the right of the Purchaser to proceed under this contract if it is found, after notice and hearing by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in subparagraph a above, the Government shall be entitled (1) to pursue the same remedies against the Purchaser as it could pursue in the event of a breach of the contract by the Purchaser, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the Purchaser in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

24. WITHDRAWAL OF PROPERTY AFTER AWARD: The Government reserves the right to withdraw for its use any or all of the timber covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

25. LIABILITY FOR DAMAGES:

a. The measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

b. The Purchaser will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the Purchaser under this contract, and the Purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

c. Any property of the United States damaged or destroyed by the Purchaser will be promptly repaired or replaced by the Purchaser to the satisfaction of the Real Estate Contracting Officer, or in lieu of such repair or replacement, the Purchaser will, if so, required by the Real Estate Contracting Officer, pay to the United States an amount determined by the Real Estate Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

26. ORAL STATEMENTS AND MODIFICATIONS: Any oral statements or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

27. METAL CONTAMINATION:

a. The timber contained within this sale is not known to be contaminated with any form of military metal. If any timber included under this sale is found to be contaminated with military metal, i.e., bullets and/or shell fragments, the Purchaser will not be required to harvest the trees if the metal contamination is found to be excessive.

b. If military metal is encountered, the Purchaser will assist in determining the degree and extent of the contamination. After a thorough examination and if the Real Estate Contracting Officer determines that the contamination is excessive, such timber or sale area(s) will either be deleted from the contract or, if mutually agreeable, a reduction in the unit price may be negotiated only for this contaminated material. The reduced price will be based on the extra cost of harvesting and utilizing such contaminated timber. In the event of a lump sum sale, then a price adjustment will be negotiated based on a mutual cruise by representatives of both parties to determine the volume and value of the timber so contaminated. The Government, however, will not substitute or replace contaminated timber with a like volume or area(s) of timber for the amount withdrawn.

c. The Purchaser shall hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of non-exploded ammunition, metal, or foreign objects in trees on the premises or for any damage whatsoever which may arise or result from the harvesting of timber by him, or operations required hereunder.

28. OFFICIALS NOT TO BENEFIT: No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

29. NOTICES:

a. All notices to the Government shall be sent to the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

b. All notices to the bidder shall be sent to the address indicated in the bid.

c. Notice shall be deemed to be given when mailed.

d. No harvesting shall commence until the Government has received those payments required by Condition No. three (3) Performance Guarantee of the General Terms and Conditions of Sale, and the Purchaser has received a notice to proceed.

e. Payments shall be made to the Finance and Accounting Branch, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

30. CONTRACT ASSIGNMENT: The sales agreement resulting from this invitation may be transferred in whole or in part if approved in writing by the Real Estate Contracting Officer. Subcontracting of the operation is permissible and such subcontracting shall not be regarded as transfer of the sale agreement. Subcontracting of the operation shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

SECTION IV – SALE OF GOVERNMENT FOREST PRODUCTS SPECIAL TERMS AND CONDITIONS OF SALE

1. **COMMENCEMENT**: The Purchaser will commence removal of the timber within thirty (30) calendar days after notice to proceed.
2. **SCHEDULE OF REMOVAL AND COMPLETION**: The Purchaser agrees to remove from the sale area all timber designated to be removed under this contract prior to date shown below and at the minimum production rate specified herein:

Item # one (1) Butterfield Lake North Timber sale: Contract shall run from official Notice to Proceed and Performance Deposit collection through to October 31, 2027, no tree felling shall occur from April 15 to September 30, all tree felling; tree skidding, processing, and hauling shall be complete by 31 May 2027; and all site repair work as directed must be complete by 31 October 2027.

Harvesting may proceed as early as after Determination of Award and once the Notice to Proceed letter is issued. The minimum rate of production will be determined by dividing the number of weeks within the period of time established for the item purchased into the estimated volume or quantity of the forest product included under such item.

3. **PERIODS OF OPERATIONS**: All timber harvesting operations shall be conducted from 6:00 a.m. to 6:00 p.m. Monday through Friday excluding any government holidays. No cutting or hauling will be permitted except during times designated without prior permission of the Installation Environmental/Conservation Manager. Removal of forest products will not be permitted on Saturdays, Sundays, or on any government holiday, unless authorized by the Installation Environmental/Conservation Manager.

4. **DESCRIPTION AND LOCATION OF TIMBER**:

- a. The timber being offered for sale is located within the boundaries of the MEARNNG Caswell T.S. Military Installation, on approximately two hundred thirteen (268.6) acres of land within One (1) item as described in this Invitation for Bid (IFB) and shown within map provided as an enclosure in this Invitation for Bid package.

- b. By species, weight and/or volume, the timber is described on pages four (4) and five (5) of this invitation.

The description of the timber is believed to be sufficiently specific for the purposes of identification. Any error or omission in the description (including location) shall not constitute grounds or reason for non-performance or claim by the Purchaser for any allowance, refund or deduction from the amounts offered. All designated merchantable timber within the sale area(s) shall be cut, processed, and hauled off the installation or to other approved locations based on the direction of the Installation Environmental/Conservation Manager and/or District Representative. Additionally, the Purchaser acknowledges that he has satisfied himself as to the location, field conditions and volume of timber to be removed from the sale area(s). This contract shall be construed to have the intent of covering all of the designated timber of the specified species and size in the described sale area(s) and shall include all such timber whether less than, equal to, or in excess of the estimated volume or quantity stated.

- c. A pre-bid tour will be held on Tuesday September 22, 2026, at 9:00 a.m. Pre-bid tour attendees shall meet at the gate along Willard Rd. at the access point haul road leading to the harvest units. A suitable GPS address is: 46°58'44.20" N, 67°52'40.57"W or 492-736 Willard Rd, Caswell, ME 04750.

5. **ENVIRONMENTAL PROTECTION**:

- a. All skid trails, logging decks and haul roads constructed or used by the Purchaser shall be repaired to pre-harvest condition prior to termination of the contract. Repairs shall include, but are not limited to smoothing ruts, spreading out any piles of soil over the area it was removed from, and installing temporary erosion control measures such as water diversion bars. Upon completion of the harvest, sale closure will include access and haul roads to be left in as good or better than the pre-existing roads condition and be in compliance with local and state regulations. No wood debris or debris piles will be left on the landing area unless otherwise agreed upon by the Installation Environmental/Conservation Manager.

- b. The Purchaser shall suspend operations when rutting in excess of 12-inches occurs. The Installation Environmental/Conservation Manager and/or the District Representative are authorized to stop harvest operations in order to enforce this requirement. When possible, the contractor may be relocated to a more stable portion of the same harvest area. When excess rutting occurs as determined by observations made in the field by the Installation Environmental/Natural Resources Manager and/or District Representative any such rutting shall be repaired at the Purchaser's expense as soon as the weather and ground conditions permit.

- c. All trees shall be felled within the timber sale boundary so as the slash and tops remain within the sale area, the purchaser is responsible for damage to trees or vegetation in adjacent areas. Felling and skidding within shall be done in a manner to keep residual stand damage to a minimum. The Installation Environmental/Conservation Manager and/or District Representative are authorized to recommend penalties to the Real Estate Contracting Officer if excessive levels of residual stand damage are noticed.

- d. Harvesting operations are prohibited within any house sites or other cultural/historical areas. Relic hunting or the use of

metal detectors for the purpose is strictly prohibited. Any cultural resources adjacent to the harvest areas and all vernal pools shall be protected from damage.

e. Placement of all skid trails and log landings shall be approved by the Installation Environmental/Conservation Manager and/or District Representative.

6. **HARVEST REQUIREMENTS:** The timber shall be harvested and removed in accordance with accepted good forestry practices and Maine's Shoreland Zoning as outlined by the Maine State Department of Agriculture, Conservation, and Forestry Agency of Natural Resources Department of Forests, Best Management Practices for Forestry: Protecting Maine's Water Quality (more information available online) at: https://www.maine.gov/dacf/mfs/publications/handbooks_guides/bmp_manual.html during harvest operations and in accordance with the following specifications:

a. The Purchaser is required to cut open and utilize the main skid trails within the harvest block that are pre-existing or agreed upon locations on the ground or face contractual penalties by partial or complete loss of the deposited performance bond. Any new skid trail systems must be agreed to as to their location and extent between the Installation Environmental/Conservation Manager and/or District Representative and the Purchaser. Timber harvesting shall begin from the logical, agreed upon furthest point(s) from the item(s) associated landing location(s) in which is designated and agreed upon prior to timber harvesting. The Purchaser will supply and implement any and all sediment control measures that need to be taken during and until the timber harvest contract is terminated. The designated Real Estate Contracting Officer has the authority to dictate when and where sediment control actions are required based on recommendations by the Installation Environmental/Conservation Manager and/or District Representative.

b. For the purpose of this contract, merchantable timber shall be defined as follows:

Sawtimber —Any tree that will produce one or more eight foot (8') logs when utilized to a minimum top diameter of ten inches (10") inside bark and reasonably straight and sound.

Pulpwood — Any tree or portion of tree that will produce two or more sticks, five foot (5') in length, when utilized to a minimum top diameter of five inches (5"). However, if whole tree harvesting is allowed in portions of this sale, in such areas as defined by the Installation Environmental/Conservation Manager or District Representative all woody stems less than Pulpwood size shall be harvested and removed as designated and required.

Whole-tree harvests; When whole-tree harvesting is required for any Item all woody material designated for removal which is considered merchantable shall be cut, processed, and removed from the site as required. Material to remove includes bark and woody debris piles from clean chip processing on site and from general chipping operations on site to include grindings.

c. Sawmills will not be permitted on the Installation.

d. Existing trails, roads, streams, and firebreaks within and leading to the sale area will be kept free from logging debris at all times. All logging debris will be kept within the boundaries of the timber sale cutting area or items. The tops and slash will be evenly distributed throughout the stand and will be less than three feet (3') in height from ground level, unless the sale has a whole-tree chipping requirement. Reasonable care will be taken to avoid conditions leading to erosion (e.g., extreme slope on skid trails) based on the judgment of the Installation Environmental/Conservation Manager and/or District Representative.

e. Any and all loading decks/log landings must remain within the harvest sale area boundary lines/locations. Loading decks/log landings will be located as designated by the Installation Environmental/Conservation Manager and/or member of the Natural Resources Branch or District Representative, any constructed with heavy equipment will be repaired by the Purchaser and approved by the Real Estate Contracting Officer's Representative before termination of the contract.

f. The Purchaser, his employees, agents, or subcontractors shall at all times keep the contract area free from waste material and litter such as lunch refuse, oil cans, barrels, and other debris. The possession or use of chlorinated solvents is not allowed on the military Installation.

g. Cutting must proceed in an orderly manner with all merchantable and marked timber being removed as the contract progresses and, in the location as designated by the Real Estate Contracting Officer or his representative. Logging equipment will not be allowed outside the cutting area unless the Installation Environmental/Conservation Manager authorizes written approval to do so. All stump heights shall not exceed ten inches (10").

h. The Purchaser of this contract shall meet with the Installation Environmental/Conservation Manager and/or District Representative prior to initiating timber harvesting actions in order to review contract specifications and resolve any questions the Purchaser might have. Prior to release of the Purchaser, the Installation Environmental/Conservation Manager and/or District Representative shall inspect the sale area for compliance.

i. Harvesting operations may be delayed from time to time and the area may be closed because of military training. Upon receiving notice to do so the Purchaser will move all harvesting operations from the affected site(s) to an area designated by the Installation Environmental/Conservation Manager and/or District Representative and will re-route all vehicles and equipment as

required. The Purchaser should make daily checks or as requested with the MEARNG Training-Site Coordinator SSG Trae Brooks (207) 430-5726 regarding military schedules affecting the timber sale area on this installation.

j. Some additional timber volume may become available during the life of the contract. The additional timber will be timber that is fire, wind, disease and/or insect damaged and must be removed immediately to prevent deterioration or timber that is interfering with the installation's mission and must be disposed of immediately. There could also be additional timber to clear the access road to the sale area, in this event conditions would be mutually agreed upon. This timber will not usually exceed ten percent (10%) of the value of the original contract price.

k. The Purchaser will be liable for any loss or damage, including repair and replacement costs for any and all Government-owned property, e.g., locks, keys, metal detectors, fire-fighting equipment, etc., that is loaned by the Government to the Purchaser for contractual or other purposes.

l. Maximum effort will be made to ensure that logging equipment does not damage trees outside the timber sale boundary.

m. The purchaser is expected to smooth and fully bed all skid trails and landings.

n. The purchaser is expected to avoid excess damage to the site. The contractor may use other equipment available to the Purchaser to repair damage only with the concurrence of the Installation Environmental/Natural Resources Branch Representative and/or District Representative.

o. The Purchaser, and all contractors/subcontractors must register upon request their vehicles with the Range Control (207) 975-3852 while engaged in timber operations on this military installation.

p. When crossing of wetlands is necessary, the purchaser, MEARNG Environmental or Natural Resources Branch Representative, and their Wetland's Biologist will agree upon single point crossings to reduce the impact on significant wetlands.

q. Special precautions shall be taken by the purchaser to avoid disturbing the ground condition adjacent to all local water supply systems and streams. Any permits required for stream crossings will be acquired by the purchaser. Operations adjacent to water supply systems which will cause turbid water after heavy rains, shall be stopped until approval is obtained from the Real Estate Contracting Officer or Real Estate Contracting Officer Representative (RECOR) for the continuation of removal activities.

r. Purchaser will notify the Range Control at (207) 975-3852 per their requested frequency, ex. when he commences each day of work associated with this contract and closes each day on the work site associated with this contract.

s. No fires are permitted except at times and locations approved in advance by the Commanding Officer or Real Estate Contracting Officer. Formal clean-up is required before contract close-out. All landings and skid trails will be cleared of any rubbish, (brush, limbs, tops, stumps, butted pieces, debris, etc.). The contract will not be considered complete until this has been accomplished. The purchaser shall confine his operation to the sale area in such a manner as will prevent an accumulation of rubbish either within or outside the limits of said area, including, but not expressly limited to the paved roadways used for ingress and regress. The purchaser shall remove all of his equipment and temporary structures including ramps, from the Government Installation upon completion of all required work per order of the contract and the Real Estate Contracting Officer.

t. Recreational activities (e.g., hunting, trapping, and fishing) are not allowed during timber harvesting operations. It is unlawful to possess any firearms or associated implements while engaged in timber harvesting practices and while entered within the Installation during an open contract.

u. The Purchaser shall pay as liquidated damages, the sum of \$10.00 for each stump not cut pursuant to the provisions of condition 6.h. above. Overlooked trees designated for harvest must be cut as soon as the Purchaser is notified. For each such designated tree, which is not cut, he shall pay at the rate of \$1.00 per inch of diameter at breast height (DBH) outside bark. For each such designated tree which is not cut, the purchaser shall pay a sum at the rate amounting to \$29.00 per square inch of basal area for all undesigned trees containing merchantable material which are cut, injured through carelessness, or killed by fires which he, his employees, sub-contractors, or employees of sub-contractors cause or the origin or spread of which he could have prevented unless such cutting, injury or killing involved small amounts of material and in the judgment of the Installation Environmental/Conservation Manager is justified by existing conditions. No hazardous material shall be disposed of on the work site, i.e., do not discard oil cans or drain fuel or petroleum products directly on the ground. In the event of a hazardous material spill, contact the MEARNG hazmat POC Mr. Moore at (207) 592-0379 immediately.

v. All log loads leaving MEARNG Caswell T.S. will have a Forest Product Load Ticket with the driver of the log truck.

w. All timber harvest equipment associated with any timber harvest operations entering MEARNG Caswell T.S. shall be clean and free from material that could harbor invasive species including associated seeds or eggs. The contractor must contact the Installation Conservation Manager prior to moving equipment onto the Caswell Training Site for inspection. Equipment that does not pass visual inspection will not be allowed on MEARNG until it is properly cleaned and free of material such as soil and vegetation.

NOTIFICATION OF WORK COMPLETION**SALE AND REMOVAL OF TIMBER****LOCATION: UNITED STATES ARMY MAINE ARMY NATIONAL GUARD – CASWELL TRAINING SITE**

Department of the Army
Norfolk District Corps of Engineers
Real Estate Office
803 Front Street
Norfolk, Virginia 23510-1011

Invitation No. DACA65-B-27-05
Contract No. DACA65-S-27-
Item No. 1
Caswell Training Site,
Aroostook County, Maine

PURCHASER STATEMENT

I hereby state I have completed all work required under terms of the above referenced contract.

Purchaser (Signature)

Date

APPROVAL OF WORK-INSTALLATION CONSERVATION MANAGER

Work required under terms of the above referenced contract has been completed satisfactorily.

Installation Environmental/Conservation Manager

Date

APPROVAL OF WORK-DISTRICT FORESTER

Work required under terms of the above referenced contract has been completed satisfactorily.

District Forester

Date

FINANCE & ACCOUNTING

SUBJECT: Certificate of Completion

TO: Chief, Finance & Accounting

1. Work required under the above contract has been satisfactorily completed.

2. Sale proceeds should be credited to the appropriate account.

3. Purchaser has furnished a Cash Performance Deposit the remaining amount of \$ _____
which should be refunded.

4. Purchaser has furnished a Letter of Credit/Performance Bond in the amount of \$ _____
which should be returned.

Chief, Finance & Accounting

Date

EXHIBIT A

MEARNG Sliding Scale

Stumpage: The following scale of delivered prices and stumpage due apply per MBF of hardwood sawtimber regardless of species:

<u>Delivered Price</u>	<u>% Due to the USACE</u>	<u>Delivered Price</u>	<u>% Due to the USACE</u>
<u>= or <\$199.99</u>	<u>30%</u>		
\$200.00-\$399.99	35%		
<u>\$400.00-\$599.99</u>	<u>40%</u>		
\$600.00-\$799.99	45%		
<u>\$800.00-\$999.99</u>	<u>50%</u>		
= or >\$1,000.00	55%		

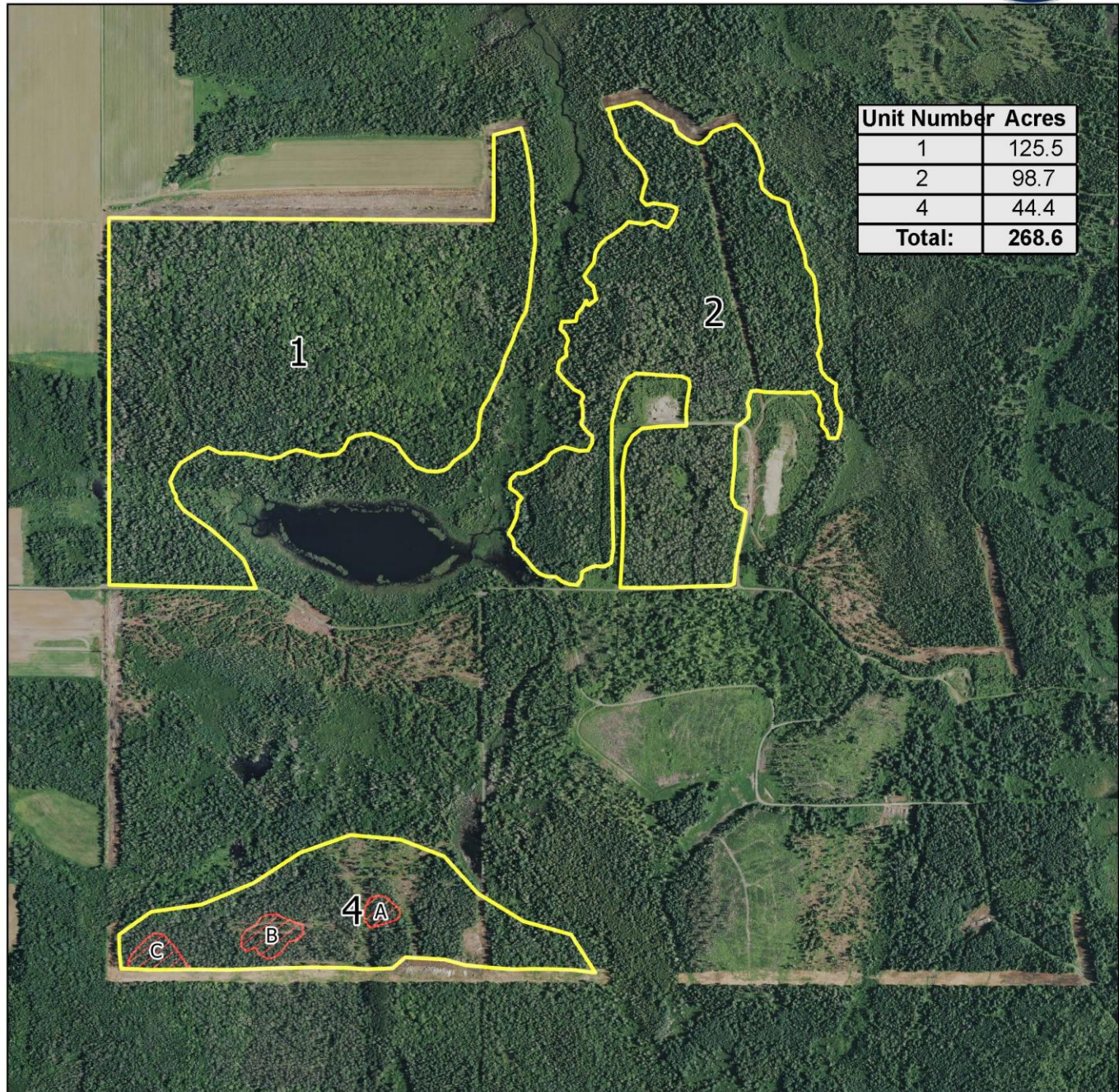
\$ Amounts above in bold and underline are only to enhance legibility of this form.

EXHIBIT B



**US Army Corps
of Engineers**®
Norfolk District

ROA for USACE Butterfield Lake FY 2027 Caswell Training Site



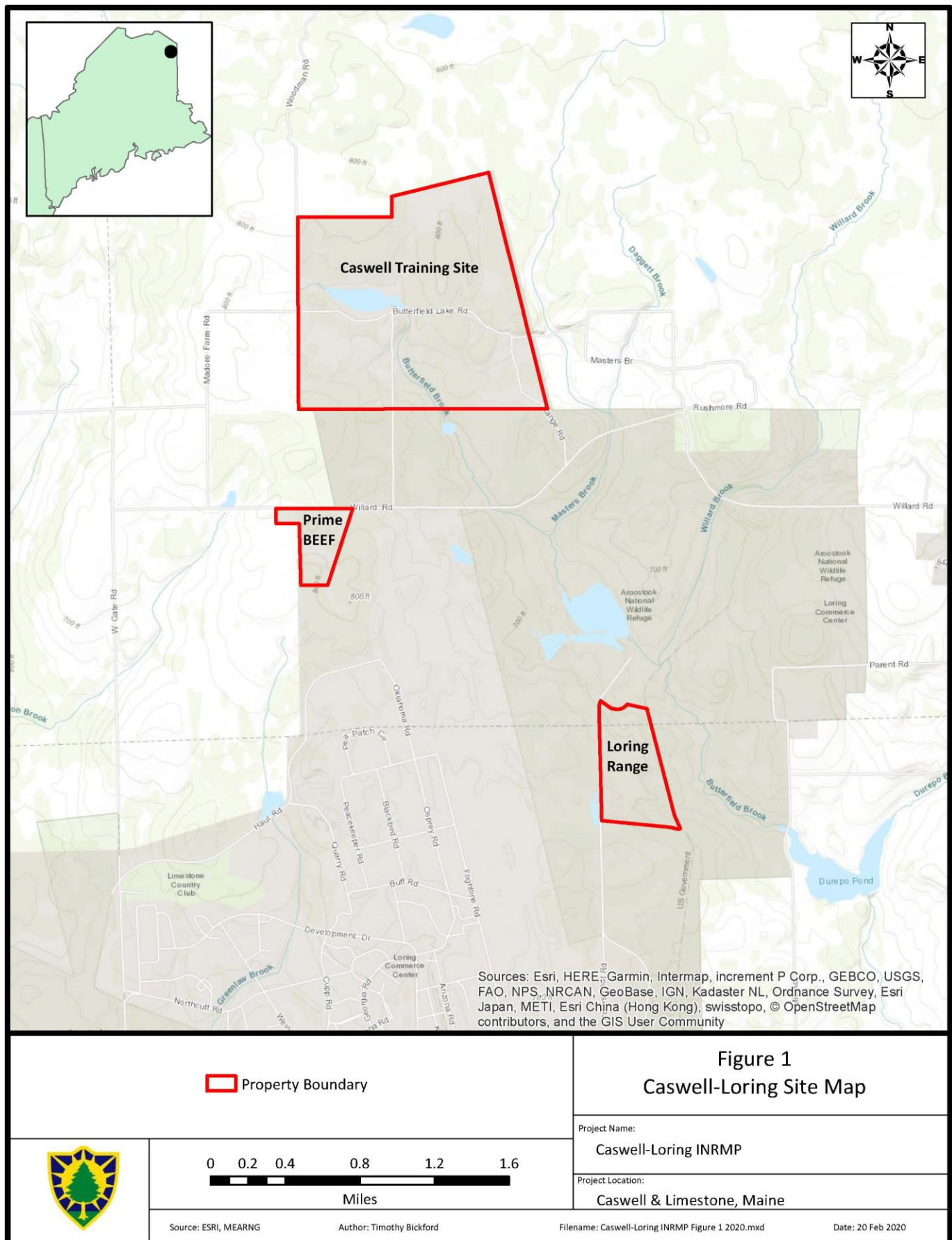
 Patch Cuts
 Harvest Units

0 750 1,500 3,000
Feet



USACE District Forester Nick Mrjoian, CF-05/20/2026-Page 1 of 1

Enclosure 1



Enclosure 2

Timber Sale Locations and Access Instructions

A pre-bid tour will be held on Tuesday September 22, 2026, at 9:00 a.m. Pre-bid tour attendees shall meet at the gate along Willard Rd. at the access point haul road leading to the harvest units. A suitable GPS address is: 46 °58'44.20" N, 67 °52'40.57"W or 492-736 Willard Rd, Caswell, ME 04750.

A suitable GPS address is:

46 °58'44.20" N, 67 °52'40.57"W or

492-736 Willard Rd, Caswell, ME 04750:

Please contact U.S. Army Corps of Engineers District Forester Andrew Willey @ 757-516-3538 to discuss the contract terms and conditions as well as bidding procedures. An alternate contact is the Maine Army National Guard Conservation Manager – Timothy Bickford @ 207-430-5923

Enclosure 3