

**INVITATION FOR BIDS
CAM 1-2026**

A. DESCRIPTION OF THE PROPERTY: Pleasant Hills Fire Tower property consists of approximately 10.1 acres, west of Union Church Road, Elkton, MD 21921, in Cecil County on Tax Map 20, Parcel 584 (the Property). **The Property is landlocked and does not have legal access to a public road.**

B. GENERAL INFORMATION

- i. The State of Maryland (the "State") through the Department of General Services ("DGS") is offering the Property for sale on the terms and conditions set forth in this Invitation for Bids (IFB). All bids submitted must be in compliance with and subject to the provisions of this IFB. This invitation for bids and supporting documents are available at <https://dgs.maryland.gov/Pages/RealEstate>.
- ii. Inquiries regarding the bid requirements shall be directed to dgs.ladrealproperty@maryland.gov with the subject line "IFB CAM-1-2026 Inquiry".

C. TERMS AND CONDITIONS APPLICABLE TO THE SALE

- i. The Property is being offered and will be sold "as is," "where is" and "with all faults" and will be sold under the terms and conditions of a Contract of Sale that must be approved and executed by the Maryland Board of Public Works. The Property will be conveyed by a fee simple deed. The successful bid will be submitted by the Responsive Bidder and Responsible Bidder who makes the highest bid. (See Section H (iii)).
- ii. At the time of submission of the bid, the bidder must submit a deposit in the form of a certified check, cashier's check or bank/postal money order, payable to the order of "The State of Maryland" in the amount of ten percent (10%) of the bid. Upon determination of the most favorable bid, review of the bid for responsiveness and responsibility, obtaining all required approvals, the deposit money shall be returned to all unsuccessful bidders by certified mail within 5 days after recommendation of award.
- iii. Each bid received will be deemed to be a continuing offer after the date of the bid until the selection of the successful bid, unless the bid is withdrawn in writing by the bidder. The written withdrawal of the bid must be received by the State before any bids are opened.

- iv. At the time of submission of the bid, the bidder shall provide evidence of the availability of funds from a banking institution (Proof of Funds). A mortgage or loan commitment will constitute Proof of Funds for this transaction.
- v. Any and all due diligence and property inspection must be completed before the date of the bid opening as no provision is made for a due diligence period once the bids have been opened. Any bidder wishing to perform such property inspection must be granted permission by Catherine Mateer, DGS, who can be reached at 667-434-0181 or lad.realproperty@maryland.gov. As the Property is landlocked and has no legal access to a public road, Bidder is responsible for gaining permission to access the property from a contiguous landowner and must provide written documentation that they have gained permission to cross private property to access the Property.
- vi. Funds to complete the purchase of the Property shall be collected from the successful bidder (the "Successful Bidder") at the closing (the "Closing") in the form of a cashier's check, bank-issued certified check or bank/postal money order. No credit terms are available.

D. Property Tour

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No property tours will be granted or conducted.

Representative Photos of the Property are attached as Exhibit 3 of the. Bid Form.

E. Questions and Answers

Any questions regarding the bid documents, the bid process or the Property that are not answered in this solicitation shall be submitted in writing no later than Monday, April 20, 2026 at 2:00pm. Inquiries must be emailed to dgs.ladrealproperty@maryland.gov. Telephone inquiries will not be accepted. The State's responses to written inquiries will be posted on <https://dgs.maryland.gov/Pages/RealEstate>. Bidders should check these responses before preparing their bid. No verbal responses will bind the State. Only written communications (the IFB and Answers to Bid Inquires) constitute an official response.

F. Preparing and Submission of Bids

Bidders should submit (1) original bid and it must be submitted in accordance with the following instructions:

- i. Include in the Bid:
 - a. Bid Form

unacceptable irregularities, exclusions, special conditions or alternatives. A bidder, or its principals that have been debarred or suspended, are prohibited from bidding for the Property or acquiring the Property. A Successful Bidder must be registered and in good standing with the State Department of Assessments and Taxation (SDAT), if needed, and the Office of the Comptroller must certify that the Successful Bidder is in good standing and current in payment of all taxes owed. In the absence of such registration and certification, a bidder may be deemed not a Responsible Bidder.

- c. Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required shall be summarily rejected as non-responsive.
- b. Bids must be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid and the bid must be manually signed.
- c. Negligence on the part of the bidder in preparing the bid confers no right to withdraw or modify the bid after it has been opened.
- d. When submitting a bid, return the Bid Form and other necessary documents. Retain all documents, including one copy of the Bid Form, needed for your records.
- e. Additional bid forms are available from the DGS website at www.dgs.maryland.gov.
- v. Deposit Funds.
 - a. Failure to provide the bid deposit will result in the rejection of the bid. Upon determination of a successful bid, the bid deposit of the Successful Bidder will be applied toward the payment of the Purchase Price to the State of Maryland.
 - b. No interest will accrue on any bidder's bid deposit.

G. Withdrawal of Bids

Bids may be withdrawn in writing until the date and time that any bids have been received and opened by the State.

H. Bid Opening

- i. Bids for the purchase of the Property which are submitted by mail must be postmarked no later than May 16, 2026. Bids will be publicly opened no sooner

than ten (10) business days following the postmark deadline above or May 26, 2026, at 2:00 pm.

Bids must be submitted to:
Catherine Mateer
Department of General Services
Office of Real Estate
Land Acquisition and Disposal Division
300 W. Preston St., Room 601
Baltimore, MD 21201

Bids may be hand-delivered, but please note that you must confirm that the Office of Real Estate will be staffed onsite on the day and time you wish to hand deliver a bid by calling (410) 767-4300. If you wish to hand deliver a bid, enter the 300 W. Preston St. building and the receptionist will call (410) 767-4300 to direct you to the appropriate location to deliver the bid. After the initial offer with bid deposit has been submitted, any changes to the bid shall be transmitted by electronic mail to ladrealproperty@maryland.gov. **HAND DELIVERED BIDS MUST BE RECEIVED NO LATER THAN MAY 26, 2026 AT 1:00 PM**

- ii. Bid Envelopes. Envelopes containing bids must be sealed and addressed as designated in Section H (i) above. The name and address of bidder must be shown in the upper left corner of the bid envelope, the invitation number, the due date of the bid, and the phrase “Bid for Real Property – IFB CAM-1-2026” must be shown in the lower left corner of the envelope.

(iii) Accepted Bid Defined. The responsive bid (that complies with the requirements of this IFB), made by a Responsible Bidder, that is most advantageous to the State, in terms of price, will be the accepted bid. In the event two or more bids are received that are equal in all respects, the selection will be made by a best and final offer submitted by the bidders that have submitted the best bids at that time. The winning bidder shall be known as the “Purchaser”. The State reserves the right to reject any and all bids in its unfettered discretion.

(iv) Notice of Acceptance or Rejection. Notice by the State of acceptance or rejection of a bid will be deemed to have been sufficiently given when mailed to the bidder, or his/her/its duly authorized representative, at the address indicated in the bid. The State’s depositing of a bid deposit will not, in itself, constitute acceptance of the bidder’s offer. The State reserves the right to reject any or all bids or portions thereof.

(v) Date of Bid Acceptance. The date of bid acceptance (the “Date of Bid Acceptance”) shall be deemed to be the date upon which the State decides which bid is the accepted bid.

(vi)Return of Bid Deposits. All bid deposits will be held until the Date of Bid Acceptance. The bid deposits of all unsuccessful bidders will be mailed within five (5) business days from the Date of Bid Acceptance.

(vii)Additional Information. The State, at the address given in Section H (i) of this Invitation, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property to facilitate preparation of bids. Each bid submitted will be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this Invitation.

(viii)Mistakes in Bids. The State may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency if it is to the State's advantage to do so.

I. Right to Reject Bids

The State reserves the right to reject any and all bids or cancel the sale for any reason without accepting a bid or at any time prior to Closing. In the event that the State cancels the sale or rejects all bids, bidder deposits will be returned without interest or further obligation by the State to the bidder(s).

J. Applicable Law

All applicable laws and regulations of the State of Maryland shall apply.

K. Basis of Award

The award shall be made in accordance with the provisions of this IFB. The award shall be made to the responsive and responsible bidder who offers the highest price. All bids shall be rejected if they are deemed in the judgment of the State to be non-responsive to the IFB (as defined in Section F (iv) (a) and (b)).

L. INTENTIONALLY LEFT BLANK

M. Closing

Upon completion of the bid evaluation by the State, recommendation of award and approval of the Contract of Sale by the Board of Public Works ("BPW"), the State shall deliver an acceptable Special Warranty Deed prepared by counsel to the Successful Bidder at the settlement of this transaction which shall be referred to as closing ("Closing")

At Closing, the State shall tender a Special Warranty Deed for the Property, which shall convey fee simple title to the Property to the Purchaser subject to any and all existing easements, rights of way, reservations and servitudes, whether of record or not as of the date of Closing. In the event that the State is unable to provide good and merchantable title or such as can be insured by a Maryland licensed title company, State at State's expense and within thirty (30) days after the Closing date, shall have the option of curing any defect so as to enable State to give good and merchantable title as described above. In the event the State cannot cure any and all title defects within the stipulated time, or chooses not to do so, the State shall have the option to terminate this Agreement, in which event the State shall return to the Successful Bidder the Successful Bidder's Bid Deposit. In the event that the Contract of Sale is terminated for failure of the State to be able to provide good and merchantable title, free of liens and encumbrances, the Contract of Sale shall be null, void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

CLOSING MUST TAKE PLACE WITHIN NINETY DAYS OF THE APPROVAL OF THE CONTRACT OF SALE BY THE MARYLAND BOARD OF PUBLIC WORKS UNLESS THE DEADLINE IS EXTENDED BY THE SECRETARY OF THE DEPARTMENT OF GENERAL SERVICES.

N. Backup Bidder

The term "Backup Bidder(s)" means the bidder, whose bid conforms to all the terms and conditions of the IFB, and whose bid is the second highest bid.

The bid of a Backup Bidder may be considered for acceptance until the Contract of Sale is approved by the BPW. The bidder identified as a Backup Bidder agrees that their bid remains a bona fide offer and that their Bid Deposit may be retained without interest, until the approval of the Contract of Sale with the Successful Bidder by the BPW. When and if the Backup Bidder is converted to the Successful Bidder, all terms and conditions and agreements described in this IFB are applicable to the new Purchaser.

The deposit of the Backup Bidder will be returned within five (5) business days of the approval of the Contract of Sale by the BPW. In the event the State is unable to complete the transaction with the Successful Bidder or Backup Bidder, the State reserves the right to pursue any and all legal options with respect to the Property.

SPECIAL TERMS OF THE SALE

CONTRACT OF SALE. The Invitation for Bids and the Accepted Bid shall constitute an agreement of sale between the successful bidder (hereinafter sometimes referred to as the “Purchaser”) and the State, to be succeeded only by the formal instruments of transfer, including the Contract of Sale and the Deed, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party will be a part of such agreement.

THE STATE AND PURCHASER ACKNOWLEDGE THAT TO BE EFFECTIVE, THE CONTRACT OF SALE MUST BE PRESENTED TO THE BOARD OF PUBLIC WORKS FOR APPROVAL AND WILL BE BINDING UPON THE STATE ONLY IF APPROVED AND EXECUTED BY THE BOARD OF PUBLIC WORKS.

PROPERTY DESCRIPTION. The site consists of 10.1 acres +/- known as the Pleasant Hill Fire Tower property, located west of Union Church Road, Elkton, MD 21921, Cecil County Tax Map 20, Parcel 584, hereinafter referred to as the “Property”.

The following is the legal description of the Property which appears in the title deed to the State, but which must be confirmed or revised as necessary by the Purchaser’s survey, and is subject to review by the Office of the Attorney General.

Beginning for the same at a round concrete monument bearing a letter “M” located on the East side of an old woods road, said concrete monument being at the former location of two stones which marked the corner of lands formerly owned by Thomas Miller, Thomas Brown and others and first described in a deed from Benjamin Miller and wife to Henry E. Gatchell dated June 19, 1850, and recorded in Liber R.C.H No. 2, folio 687 of the land records of Cecil County; and running thence South 61 degrees East 1,104 feet to a marked chestnut oak tree, or a point where the same formerly stood; thence due South 330 feet to a round concrete monument bearing the letter “M”; thence due West 575 feet to a round concrete monument bearing the letter “M” which is located at the former location of a stone on a line of property formerly owned by Moore as mentioned in a deed from Henry E. Gatchell and wife to Samuel I. Gatchell, dated May 19, 1885 and recorded in liber H.H.M. No. 5, folio 67 and 68 of the land records of Cecil County; thence North 2 ¼ degrees East 127 feet to a round concrete monument bearing a letter “M” which is at the former location of a stone which constituted a corner of Moore’s land as mentioned in the last above described deed; thence North 53 ¾ degrees West 380 feet to a marked forked chestnut oak tree, or a point where the same formerly stood; and from thence North 10 degrees West 525 feet to the place of beginning, containing ten and one-tenth acres, more or less.

BEING that property which, by Deed dated June 29, 1935, and recorded among the Land Records of Cecil County in Liber 24 at folio 433, was granted and conveyed by Stockford Farms, Incorporated, of Wilmington, Delaware, being a corporation duly incorporated under the laws of the State of Delaware, unto State of Maryland.

Reserving to the State the easement rights described in the Section entitled Easements to be Reserved by the State.

SURVEY

A survey plat and metes and bounds description of the Property to be conveyed and any easement areas to be retained by the State shall be provided by the Purchaser, at Purchaser's sole expense, not less than twenty (20) days prior to Closing. Such survey and description must be reviewed and approved by the Office of the Attorney General. Any property plats attached to this Invitation are for informational purposes only and are not to be used with legal conveyance documents for recording.

EASEMENTS TO BE RESERVED TO THE STATE

None

TITLE AND DOCUMENTATION AT CLOSING. The State of Maryland acquired this property by deed dated June 29, 1935, from Stockford Farms, Incorporated of Wilmington, Delaware, and recorded among the Land Records of Cecil County, Maryland in Liber 24, folio 433.

GENERAL CONDITIONS

CONDITION OF PROPERTY.

SPECIAL CONDITIONS

The property does not have access to any public road.

INVITATION FOR BIDS

EXHIBIT 1 - BID FORM

BID NO.: CAM-1 - 2026

PROPERTY: 10.1 acres +/- located west of Union Church Road, Elkton, MD 21921 known as the Pleasant Hill Fire Tower Property, Cecil County Tax Map 20, Parcel 584. The Property is landlocked and does not have legal access to a public road.

BID FOR PURCHASE OF STATE PROPERTY

SUBMIT BID TO: The State of Maryland
Department of General Services
Office of Real Estate
300 W. Preston St., Rm. 601
Baltimore, Maryland 21201

SUBJECT TO: The terms and conditions of the Invitation for Bids, including but not limited to Instructions to Bidders, Invitation for Bids, Special Terms of the Sale, General Conditions, Special Conditions, and the Bid Form, all of which are incorporated as part of this bid. The undersigned bidder hereby offers and agrees, if this bid is accepted, to purchase the identified property at the bid price entered below pursuant to the closing section in the Invitation for Bids. The bidder shall be known as the "Purchaser" if this bid is accepted by the State of Maryland.

The bid must be accompanied by a bid deposit. The bid deposit amount as listed in the Invitation for Bids is ten percent (10%) of the bid. The deposit must be in the form of a certified check, cashier's check or bank/postal money order. Do not use personal or company checks. All checks shall be made payable to "The State of Maryland".

Bidder's Name or Legal Business Name: _____

My/Our bid to Purchase the Property is \$ _____ (in numbers),
_____ (in words).

Enclosed bid deposit amount: \$ _____

If this bid becomes the accepted bid, the deed should name the following as grantee(s):

Indicate above the manner in which title is to be taken (corporation, partnership, etc.).

Bidder represents that they operate as (check appropriate box):

- an individual _____
- an individual doing business as _____
- a partnership consisting of (include full names of all partners)
- a corporation incorporated in the State of _____
- a trustee or an agent with recorded power of attorney acting for _____

In submitting this bid, the bidder acknowledges all of the following:

- Sale of the above-referenced Property will be to the most favorable Responsive Bidder and Responsible Bidder who offers the highest price for the Property. The price offered may be lower than, equal to or greater than such property's fair market value as determined by the State's appraisal of such Property.
- Bids may not be withdrawn once they have been received and opened by the Department of General Services, Office of Real Estate.
- The Property is being sold "as is" "where is" and "with all faults" and will be conveyed by a Deed and sold under the terms and conditions of a Contract of Sale, both of which must be executed by the Maryland Board of Public Works.
- At the time of submission of the bid, the bidder must also submit a bid deposit in the amount and form as stated above.
- At the time of submission of the bid, the bidder must provide evidence of availability of funds with an irrevocable letter of availability of funds from a banking institution ("Proof of Funds")
- Any and all due diligence and property inspections shall be completed before the date of bid opening since no provision is made for due diligence period once bids have been opened and accepted. Bidder is responsible for gaining permission to access the property from a contiguous landowner. The property is landlocked and has no legal access to a public road.

- Funds shall be collected from the Purchaser, at Closing, in the form of cash, cashier's check, or bank issued certified check.
- All Closing costs shall be borne by the Purchaser
- The Purchaser must close on the Property in accordance with the terms and conditions of the real estate Contract of Sale and the IFB.

Signature of Bidder: _____

Print:

Name _____ Date _____

Title _____

Address _____

City/State/Zip _____

Telephone _____

Signature of the State of Maryland Indicating Acceptance of Bid:

BY: _____ Date _____

Wendy Scott-Napier, Assistant Secretary
Department of General Services, Office of Real Estate

INVITATION FOR BIDS

EXHIBIT 2 – REAL ESTATE SALES CONTRACT

**PHOTOGRAPHS OF PROPERTY
EXHIBIT 3**



Photograph along physical Access from adjoining Parcel (Facing Southeast)
NOTE THIS PROPERTY IS LANDLOCKED AND DOES NOT HAVE LEGAL ACCESS TO A PUBLIC ROAD.

(Concrete Anchor Pads and Site Trails)

