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2002 SUDDERTH DRIVE, RUIDOSO, NM 88345
(575) 257-2368 - WWW.REC9NM.ORG

Bid # 26010
Bid Title: Railroad Ties for Disposal

BID SCHEDULE

Advertise Date	1/15/2026
Issued Date	1/16/2026
Viewing of Materials	1/20/2026 at 3:00 PM MST/MDT Region 9 Education Cooperative 2002 Sudderth Dr. Ruidoso, NM 88345
Due Date and Time	1/26/2026 at 3:00 PM MST/MDT
Bid Opening	1/27/2026 at 9:00 PM MST/MDT Region 9 Education Cooperative Conference Room 2002 Sudderth Dr. Ruidoso, NM 88345

**Bids Must Be Received by The Due Date and Time.
Late Submission of Bids Will NOT Be Accepted.**

CONTACT INFORMATION

Name	Bryan Dooley
Phone Number	575-937-5531
E-Mail	bryan.dooley@regionix.org

Bidders may contact ONLY Bryan Dooley regarding the specifications stated in the procurement documents or any inquiries or requests regarding clarification of the specifications in the document.

TECHNICAL ASSISTANCE

Name	Veronica Wadley
Phone Number	469-726-8349
E-Mail	veronica.wadley@regionix.org

Bidders may contact ONLY Veronica Wadley regarding the terminology stated in the procurement documents or any inquiries or requests regarding clarification of submission of the Bid document.

BID SUBMITTAL LOCATION

- At this time, only an electronic submission is allowed. Do not submit hard copies until further notice. Bids must be submitted electronically through R9's electronic procurement system.
- BID SUBMISSION LINK: <https://www.formpl.us/form/6406067384811520>

TERM

The term of this bid shall be for one (1) year from the date of award.

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I. INSTRUCTIONS FOR ALL BIDDERS

1. READ ALL DOCUMENTS

Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.

2. OFFICIAL CONTACT

Bidders may contact ONLY Region 9 employees listed in this bid regarding the terminology stated in the procurement documents or concerning the specifications. Other Region 9 Education Cooperative's employees do not have the authority to respond on behalf of REC 9. Bidders MAY NOT contact other departments or employees. Any contact with a department or employee may result in rejection of any bid.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than Region 9 employees listed in this bid will have no legal bearing on this BID or the resulting contract(s). Any response made by the REC 9 will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

3. TIMELY SUBMISSION

Bids must be submitted by the due date and time. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to send the bid in early.

Submission of Bid

At this time, only an electronic submission is allowed. Do not submit hard copies until further notice.

Bids must be submitted electronically through R9's electronic procurement system. BID SUBMISSION LINK: <https://www.formpl.us/form/6406067384811520>

ALL BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM MST/MDT ON 1/26/2026. NO LATE BIDS CAN BE ACCEPTED.** The date and time of receipt will be recorded on each bid. Bids will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The bid submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online bid submission system will be deemed late. Further, a submission that is not fully complete and received via the bid submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE bid CAN BE ACCEPTED.

Bids submitted by facsimile, or other electronic means other than through the bid submission system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted bids. Pursuant to §13-1-116, NMSA 1978, the contents of bids shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for bids.

4. BIDDER ACKNOWLEDGMENT

By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with REC 9 will be borne solely by the Bidder.

5. ELECTRONIC BID DOCUMENTS

This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by REC 9, the Bidder acknowledges that the version maintained by REC 9 shall govern.

6. FORMS AND ATTACHMENTS

It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on Region 9 Education Cooperative's Website. Bidders should revisit the website (https://www.rec9nm.org/Employment_Opportunities and then select "Requests for bids and Bids") prior to the due date before submitting their bid to Region 9 Education Cooperative. All addendums must be acknowledged in the submitted bid.

7. ADDENDUM(S)

No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.

8. CORRECTION OR WITHDRAWAL OF BIDS

Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes the bid nonresponsive may be permitted to withdraw its bid. Any decision by CPO to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.

9. BRAND NAMES

Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, REC 9 is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

10. BIDDER SUBMITS MULTIPLE BRAND OR PRICE

If Bidder offers more than one brand or price per item, REC 9 shall evaluate bids and award the goods that are in REC 9's best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.

11. BID PRICING

Responses, including bid prices, will be considered firm.

12. PRICING ESCALATION

Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. REC 9 will review the information and render a Determination accepting or rejecting the new proposed pricing.

13. BID OPENING

The contents of the bid will be available to the public at bid opening.

14. BID CANCELLATION OR REJECTION

This bid may be canceled or may be rejected in whole or in part when it is in the best interest of REC 9. Any sole response that is received may be rejected by REC 9 depending on available competition and timely needs of REC 9.

15. NON RESPONSIVE

REC 9 reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.

16. AWARD CRITERIA

The bid will be awarded to the highest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. REC 9 reserves the right to the sole judge to determine "meets or exceeds".

17. PREFERENCES

Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.

18. MULTI-AWARD

REC 9 reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. REC 9 reserves the right to award by item, group of items, or total bids.

19. AFTER AWARD

REC 9 reserves the right to increase or decrease the quantity of any item called for, add additional related items as REC 9 deems necessary, or to eliminate any item entirely.

20. NO MINIMUM GUARANTEE

If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by REC 9 as to quantity.

21. CONFIDENTIAL INFORMATION

The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “Proprietary” or “Confidential” subject to the following requirements.

Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

22. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful bidder

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

“**Mandatory**” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.

“**Purchase Order**” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“**Responsible Bidder**” shall mean a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the bid.

“**Responsive Bid**” shall mean a bid, which conforms in all material respects to the requirements set forth in the Bid.

II. TERMS AND CONDITIONS

1. REQUEST(S) NOT DEFINED IN SCOPE OF WORK

Bidder shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Bidder has the responsibility of calling such violations to the attention of the REC 9 Procurement Officer.

2. TAXES

REC 9 holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

3. PROCUREMENT CODE

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13- 1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.

4. INDEMNIFICATION

The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless REC 9 against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

5. INSURANCE (If Applicable)

The successful Bidder shall (if applicable) maintain in force during the entire term of contract, comprehensive general liability insurance and shall produce a copy of policy if requested by the Agency. Bidder understands and agrees that REC 9 shall not provide insurance coverage of any kind for Bidder or Bidder's employees or contract personnel. REC 9 recommends that Bidder obtain the insurance coverage that Bidder determines is appropriate. Bidder understands that Bidder may be personally liable for injuries or damages if Bidder does not obtain insurance coverage. REC 9 recommends that Bidder consult with an attorney if Bidder is uncertain about the need for or desirability of obtaining insurance.

6. GOVERNING LAW

This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

7. DEBARMENT OR SUSPENSION

A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with REC9 and shall not be considered for award of the contract during the period for which it is debarred or suspended with REC9.

8. CONFLICT OF INTEREST

By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and REC 9 that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is averse to REC 9.

9. NON-DISCLOSURE

The Bidder shall not disclose any information relating to students, and employees of REC 9 other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless REC 9 from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.

10. PAYMENT TERMS

The goods shall be picked up free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single pick up and payment is due upon pick up to Region 9.

11. ASSIGNMENTS

The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of REC 9.

12. PROTEST

Protests of the solicitation or award must be delivered by mail to the Region 9 Protest Manager. ONLY protests delivered directly to the Protest Manager in writing in the 15 calendar day protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted, nor will protests delivered to Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

Protest Manager:

Name: Bryan Dooley
Executive Director
Region 9 Education Cooperative
Address: 2002 Sudderth Dr., Ruidoso, NM 88345
Telephone: (575) 257-2368
Fax: (575) 257-2141
Email: bryan.dooley@region9.org

In the event of a timely protest under this section, REC9 and the Contracting Agency shall not proceed further with the procurement unless the CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).

The REC 9 designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).

REC 9 shall promptly issue a determination relating to the protest.

The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.

A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Bidders involved in the procurement (NMSA 1978, §13-1-176).

III. SPECIFICATIONS

Region 9 Education Cooperative is seeking bids for the disposal of 48 railroad ties. These items are located at 2002 Sudderth Drive, Ruidoso, NM 88345. The awardee(s) must pick up items in accordance with the

identified date and times allocated for pick up. No assistance from REC 9 staff will be given to load items. Cash or a certified check, only, will be accepted as payment. All payments are due at time of pick up.

Items for Disposal:

Railroad Ties:

Bundle 1: see all pictures below

Description: 36 full railroad ties, 6 older full railroad ties, 6 short railroad ties







IV. PRICE SUBMITTAL SHEET (required)

Bidders Name:

Address: _____

Name of Contact: _____

Telephone No.: _____

Email Address: _____

ITB NO.: 26010

	<u>This Bid is submitted to Owner:</u>
	Region 9 Education Cooperative
	2002 Sudderth Drive,
	Ruidoso, NM 88345

I/We, the undersigned, certify that pricing for this bid is to be firm for 30 days for a one-time purchase.

Item(s) bidding for: ___Railroad Ties: Bundle 1_____

Total Bid Price \$_____

Bidder certifies that pick up will be completed on **1/30/2026 between 2:00pm & 4:00pm MST.**

☐ I Agree- pick will occur, as identified above, at 2002 Sudderth Drive, Ruidoso, NM 88345

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the Region 9; and (3) agrees to pick up the item(s) within the time specified in this bid.

I/We further declare that I/we have carefully read and examined all information in the referenced Request for Bid. I/We agree to comply with Region 9's rules, regulations and policies.

Authorized Signature/Local Representative

Date Signed

Type Name and Position Held with Company

APPENDIX A (required)

ITB # 26010

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a bid to Region 9 Education Cooperative in response to the above referenced bids/request for bids.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Region 9 Education Cooperative (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Region 9 Education Cooperative employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

List below the name(s) of any Region 9 Education Cooperative employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Region 9 Education Cooperative' <<NAME>> in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

APPENDIX B (required)

ITB # 26010

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

“Applicable Public Official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the request for bids.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position) _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position) _____

APPENDIX C (required)

ITB # 26010

NON-COLLUSION AFFIDAVIT FORM

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City

County of _____, State of _____ am of full age,
being dully sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the offeror making the bid for goods, services or public work specified under the attached bid, and that I executed the said bid with full authority in any collusion or otherwise taken any action in restraint of free, competing bidding in connection with the above bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that <<insert Company Name>> relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understating for a commission, percentage, brokerage or contingent fee, except bona fide employees or bon fide established commercial or selling agencies maintained by:

Company Name

Authorized Signature and Title