

APPENDIX 39

NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

(To be modified if law requires other Form)

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_ ) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ ,  
being first duly sworn, deposes and says:

(1) That undersigned is \_\_\_\_ (a partner or officer of the firm of, \_\_\_\_\_ etc.,) \_\_\_\_\_ the party making the foregoing proposal or bid; (2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the \_\_\_\_\_ (Owner) \_\_\_\_\_ or any person interested in the proposed contract; and (3) that no identity of interest exists or will between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the owner in the general contractor;
- (b) If any of the officers or directors of the owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the owner has any financial interest whatsoever in the general contractor;

- (d) If the general contractor advances any funds to the owner; including providing a land option or any of the costs of obtaining a land option;
- (e) If the general contractor provides and pays, on behalf of the owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;
- (f) If the general contractor has any interest in the owner corporation as part of the consideration for payment;
- (g) When there exists (or come into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or cancelling any of the required closing documents.
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the architect has stock or any financial interest in the contractor.
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural services, acts as a consultant to the project architect.
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or cancelling any of the required closing documents.

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Signature of:

\_\_\_\_\_  
Bidder, if the Bidder is an individual;

By \_\_\_\_\_ Partner, if the Bidder is a partnership;

Title \_\_\_\_\_ Officer, if the Bidder is a corporation.

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Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_

My commission expires \_\_\_\_\_, 19\_\_.