NON-COLLUSIVE /NON-IDENTITY OF INTEREST AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

(1) That undersigned is _____ (Title) of 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 any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Frostburg or any person interested in the proposed contract; and

(3) that no identity of interest exists or will exist between Bidder and the Housing Authority of the City of Frostburg or JSR Associates, Inc.

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 Housing Authority of the City of Frostburg in the general contractor;

(b) If any of the officers or directors of the Housing Authority of the City of Frostburg is also an officer, director, or stockholder of the general contractor;

(c) If any officer or director of the Housing Authority of the City of Frostburg 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 comes into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or cancelling any financial interest whatsoever in the architectural firm;

(h) agreements, contracts or undertaking, thereby altering, amending, or cancelling any of the required closing documents.

(i) 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 service, 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.

_____
Name of Firm / Bidder

By:_____

Title: _____

Signature: _____

Subscribed and sworn to before me this_____day of _____, 2026

_____

Notary Public

My commission expires_____, 20_____.