

## 2019 Subcontractor Ethics Certification

The policy of the FAA is to avoid doing business with contractors, subcontractors, or consultants who have or have the appearance of an unacceptable conflict of interest. Pursuant to your involvement supporting the FAA, you have an ongoing obligation to avoid any organizational, financial, contractual or other interest or personal relationship that could impair your objectivity or create a conflict of interest. While performing work in support of the FAA, you have an obligation to keep this certification current and up to date. Any changes to this certification must be made in writing to LST's Subcontracts Manager within fifteen (15) days.

**The undersigned certifies that to the best of his/her knowledge or belief that the following information is true and correct (check all boxes that apply). Please see *Appendix A* for the definition of certain terms used below.**

### Business Relationships or Personal Financial Interests

- ☐ Neither I nor any member of my Immediate Family has any Business Relationships or Personal Financial Interests (e.g. stocks or a 401k plan) in any company, bidder, or competing contractor who I may work with or oversee in performance of duties under this task or whose products or services are or are likely to be under review by the FAA to which I may serve as an advisor or evaluator. This includes any relationships that present a real conflict of interest or the appearance of a conflict of interest; **OR**
- ☒ I or a member of my Immediate Family have the following Business Relationship(s) or Personal Financial Interest(s) in a company, bidder, or competing contractor which may present a real, apparent, or perceived conflict of interest between my obligations to the FAA, my responsibilities under federal law, and my personal interests.

Please provide details regarding any relevant Business Relationship and Financial Interest in the space below or on page 3.

Booz Allen Hamilton (stock holder)

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### Disclosure of Former FAA Employees

- ☒ I am not a former FAA employee; **OR**
- ☐ I am a former FAA employee and certify the following information is accurate and complete:
- 1) FAA Separation Date: \_\_\_\_\_
  - 2) FAA Title/Role: \_\_\_\_\_
  - 3) Start date with current employer: \_\_\_\_\_
  - 4) Date on which an initial expression of interest with current employer occurred: \_\_\_\_\_
  - 5) Current work location: Site, City, and State \_\_\_\_\_

### Disclosure of Subject Individuals

“Subject Individual” means a current FAA employee’s father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

- ☒ I do not have any Family Members (in accordance with the definition of “Subject Individual”) that are current FAA employees; **OR**
- ☐ I do have a Family Member that is a current FAA employee. In the space below, provide the name of the FAA employee(s), his/her relationship to you, and the FAA organization where her/she works:

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### **Non-Disclosure Agreement**

By checking the boxes below, the undersigned certifies that to the best of his/her knowledge or belief the following information is true and correct:

- ☒ I understand that the work to be performed under this contract/task order may require access to Non-Public Information or Proprietary Information (“Protected Information”). I understand that disclosure of such Protected Information could be injurious to the interests of the Government, the team I am working with, and other third parties. I certify and agree that I will only access and use Protected Information for the purpose of performing my duties under this contract/task. I will not disclose Protected Information to anyone in my organization or other personnel unless they have a “need to know” and have signed applicable Non-Disclosure Agreement(s).
- ☐ I certify that I will not directly or indirectly disclose any contractor bid or proposal or source selection information to any person other than a person I know to be authorized by the head of the agency or the Contracting Officer to receive such information. I further acknowledge that unauthorized use or disclosure of this Protected Information could subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act or other applicable laws and regulations.

### **Certifications**

By checking the boxes below, the undersigned certifies that to the best of his/her knowledge or belief the following information is true and correct:

- ☒ As part of my support to the FAA, I understand my obligation to help ensure LST’s unbiased, objective, conflict-free support to the effort. I have a continuing obligation to keep this report current while serving in this capacity.
- ☒ I will not solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with any officer, employee, representative, agent, or consultant of any company I work with or oversee in performance of work under this task or from any offeror that is competing under an acquisition that I support under this contract/task.
- ☒ I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any company I work with or oversee in performance of this task or from any offeror that is competing under an acquisition that I support under this contract/task.
- ☒ I understand that my obligations under this certification are of a continuing nature. If at any time, I receive a contact from a contractor that I am overseeing or from an offeror that is

☒ I certify that I have read, understand, and will comply with this certification in all respects. I certify that this information is true and complete. I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under Title 18, United States Code, and Section 1001.

Cris Shaw  
Signature

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**Contract/Task**[illegible]

## Appendix A – Defined Terms

- **“Personal Financial Interest”** means any financial interest of the employee or his or her immediate family including:
  - compensation, including wages, salaries (other than your primary salary), commissions, professional fees, or fees for business referrals;
  - investments in the form of stock, bond, or debt ownership or partnership interest;
  - business ownership or investment or profit interests;
  - consulting relationships (including commercial or professional consulting or service arrangements, scientific or technical advisory board memberships, or serving as an expert witness in litigation);
  - research funding; intellectual property interests; or services provided in exchange for honorarium or travel expense reimbursement;
  - any similar but unlisted interest or options for any of the above.
- **“Immediate Family”** means the employee’s spouse, children, any other family member living in the employee’s household, or any other individual with whom the employee has commingled all or substantially all of their private financial holdings.
- **“Business Relationship”** means participation as a director, officer, owner, partner, employee, agent of or consultant to a business or organization.
- **“Family Member”** means a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of one’s household.
- **“Protected Information”** includes any sensitive planning, budgetary, acquisition, contracting, or other non-public or proprietary information.

The following examples illustrate situations in which questions concerning conflicts of interest may arise.

- **Unequal access to information.** Access to “nonpublic information” as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.
- **Biased ground rules.** A contractor in the course of performance of an FAA contract, has in some fashion established important “ground rules” for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.
- **Impaired objectivity.** A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor’s ability to render impartial advice to the FAA could appear to be undermined by the contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third-party vendor.