

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT(S)**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Sensis Corporation for the product and/or services described herein.  
(Name of Person or Firm)

This is a request for:          (One-Time Contract Per Requisition #                                 , copy attached) or  Term Agreement or  Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the                                  (Program Name)          (Attach List) Pre-Assigned Specification No.                                  Pre-Assigned Contract No.                                 

**FILE COPY**

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

**S. S. R. A.**

Describe in detail the change in terms of dollars, time period, scope of services, etc., is relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

12/13/08  
APPROVED FOR A CONTRACT AMENDMENT OR MODIFICATION  
Abstain  
CONDITIONALLY APPROVED  
RETURN TO DEPT  
DISAPPROVED

Contract #:                                  Company, or Agency Name:                                 

Specification #:                                  Contract or Program Description:                                   
Mod #:                                  (Attach List, if multiple)

**Alfonso Perez, Jr.**

**773-894-3418**

**Aviation**

**05/30/2008**

Originator Name

Telephone

Signature

Department

Date

Indicate SEE ATTACHED in each box below if additional space needed:

**(X) PROCUREMENT HISTORY**

The Federal Aviation Administration (FAA) has installed an Airport Surveillance Detection Equipment -Model X Radar (ASDE-X Radar System) at O'Hare International Airport and will be installing one at Midway International Airport later this year. The FAA has instituted a program to share the radar signal with the airport and its users as long as there is an agreement in place and the proper equipment and software is purchased. The DOA and our airline partners intend on utilizing the equipment to track aircraft and vehicles on the airport surface. This will allow the airlines and airport to see what the Air Traffic Controller sees on the ground which will enable both parties to operate more safely and efficiently especially in poor weather conditions. Sensis Corporation designed and produced software under contract to the FAA to support the ASDE-X program. Although they load the software on hardware that is commercial off the shelf (COTS) in nature for consistency and reliability Sensis will only sell their product in a combined hardware/ software package. Sensis will not sell its software separately. Sensis Corporation is the only vendor mentioned in the FAA ASDE-X DD Guidance Document (FINAL) May 29 07. (see attached)

**(X) ESTIMATED COST**

The DOA intends on purchasing two data distribution cabinets (will be turned over to the FAA for installation and maintenance), four display stations and 226 vehicle transponders and any necessary replacement parts and service as needed at an initial cost of \$907,536. There will be no recurring cost for data and maintenance however the city will be responsible for replacing equipment it utilizes including monitor, keyboards, veelos etc which are priced under spare parts in the Sensis proposal. The equipment will be split between both airports operated by the City of Chicago Department of Aviation. Attached is a proposal submitted by Sensis Corp that shows cost associated with the initial purchase as well as costs for subsequent purchases over the life of the contract.

**(X) SCHEDULE REQUIREMENTS**

award of the contract the DOA will utilize funding already approved by the airlines and submit an order to purchase the referenced equipment. The equipment could take up to 26 weeks to receive once the order is placed depending on Sensis

Corps ability to meet the demand generated by other airports and airlines looking for the same abilities. It is hoped that the equipment can be operational for the upcoming winter season.

**(X) EXCLUSIVE OR UNIQUE CAPABILITY**

Sensis Corporation designed the software utilized to distribute data to multiple users and has vast experience with this system. Sensis has installed the first approved data distribution system at Seattle Tacoma Airport and is in discussions with several of the 35 airports that will eventually get the ASDE-X Radar System installed. Sensis is currently the only known supplier of the vehicle transponders that will meet the requirements of the FAA Advisory Circular which is currently in the draft stage (see attached).

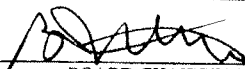
**(X) OTHER**

Sensis Corporation is requesting a full MBE/WBE waiver at this time as they have not been able to identify practical or cost efficient opportunities for MBE/WBE compliance, however during the course of the contract Sensis will continue to seek out opportunities for inclusion.

APPROVED BY: \_\_\_\_\_

DEPARTMENT HEAD  
OR DESIGNEE

DATE



BOARD CHAIRPERSON

6/3/8  
DATE

# INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev 9/97)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must, be prepared on this "Justification for Non-Competitive Procurement Form in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. The Board will not consider justifications with incomplete information or documentation. Also, attach Form F-7 (if One Time Contract); F-8 (if Delegate Agency Contract) or F-26 (if Term Agreement) to obtain a pre-assigned Specification and Contract Number for each contract in this request.

## PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

1. Describe the requirement and how it evolved from initial planning to its present, status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted).
4. Describe any research done to find other sources (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

## ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job, project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be, duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

## SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

## EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications or other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

## OTHER

1. Explain other related considerations and attach all applicable supporting documents (Information Technology Strategy Committee (ITSC) Approval form, etc.)
2. Explain what opportunities of direct/indirect involvement of Minority or Women Business Enterprises have been discussed and/or are available this contract.

## REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head or, authorized designee.



## DEPARTMENT OF AVIATION

# MEMORANDUM

**Date:** May 30, 2008

**To:** Montel M. Gayles  
Chief Procurement Officer

**Attention:** Brent Walters  
Deputy Procurement Officer

**From:** Richard L. Rodriguez  
Commissioner

**Subject:** Request for New Non-Competitive Procurement Contract Purchase of Equipment that will Collect and Display Data from the FAA ASDE-X Radar System

**Vendor:** Sensis Corporation

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The Department of Aviation (DOA) is requesting approval for a non-competitive procurement contract in order to purchase equipment that will be used to communicate with and display information from the Federal Aviation Administrations (FAA) ASDE-X Radar System.

In July of 2007 the FAA installed an ASDE-X Radar system at O'Hare International Airport and later this year an additional one will be installed at Midway International Airport. This new system utilizes radar as well as multilateration antennas (utilizing triangulation) to provide a more accurate location and a data tag (call sign, aircraft type, ground speed) for aircraft and vehicles that operate in the movement area of the airfield. The FAA has also instituted a program to share this data with the airport and airlines as long as a Memorandum of Agreement (MOA) is signed and the proper equipment acquired and installed. DOA is currently completing the required documentation for FAA approval.

Currently the DOA and our airline partners have a limited view our equipment as it operates on the airfield from our respective facilities and that view only worsens during inclement weather conditions.



The purchase of the requested equipment would allow the DOA to track snow equipment in the winter months and escort vehicles and aircraft year round. The DOA would benefit by knowing where its equipment and aircraft are at all times which would reduce response times during emergency situations. The DOA would also be able to incorporate the data into a software program currently under development that tracks off gate hold times in an attempt to limit discomfort to the traveling public as they pass through O'Hare and Midway airports.

The airlines would benefit by knowing where DOA snow removal equipment is for their planning purposes during winter operations and would be able to incorporate the ASDE-X data into a software program for a more efficient gate management program.

The airlines are very eager to get the system up and running and have already approved funding to purchase the equipment. It is hoped that the system could be operational in time for at least part of the upcoming winter season.

If you have any questions or need additional information regarding this request, please contact David Bowman at (773) 686-7089.

Thank you for your cooperation.

<b>Procurement Type:</b>	Non-Competitive	
<b>Duration:</b>	5 Years plus 3 One Year Extensions	
<b>Estimated Annual Cost:</b>	ORD \$ 800,000	
	<u>MDW \$ 300,000</u>	
	<b>Total \$1,100,000</b>	
<b>Funding Sources:</b>	740 85 4005 0440 0440	
	610 85 4305 0440 0440	
<b>User Contact:</b>	George Lyman	Phone: 894-5291
<b>User Deputy:</b>	Al Perez	Phone: 686-2255

Reviewed by Angela Manning, Managing Deputy Commissioner \_\_\_\_\_



## DEPARTMENT OF AVIATION

# MEMORANDUM

TO: David Bowman  
Supervisor of Contracts

May 30, 2008

From: *Alfonso Perez, Jr.*  
Alfonso Perez, Jr.  
Chief Operations Officer

Re: Request for New Non-Competitive Procurement Contract  
Purchase of Equipment that will collect and display data  
From the FAA ASDE-X Radar System

Vendor: Sensis Corporation

---

The Department of Aviation (DOA) is requesting approval for a non-competitive bid procurement contract in order to purchase equipment that will be used to communicate with and display information from the Federal Aviation Administrations (FAA) ASDE-X Radar System.

In July of 2007 the FAA installed an ASDE-X Radar system at O'Hare International Airport and later this year an additional one will be installed at Midway International Airport. This new system utilizes radar as well as multilateration antennas (utilizing triangulation) to provide a more accurate location and a data tag (call sign, aircraft type, ground speed) for aircraft and vehicles that operate in the movement area of the airfield. The FAA has also instituted a program to share this data with the airport and airlines as long as a Memorandum of Agreement is signed and the proper equipment acquired and installed.

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The purchase of the requested equipment would allow the DOA to track snow equipment in the winter months and escort vehicles and aircraft year round. The DOA would benefit by knowing where its equipment and aircraft are at all times which would reduce response times during emergency situations. The DOA would also be able to incorporate the data into a software program currently under development that tracks off gate hold times in an attempt to limit discomfort to the traveling public as they pass through O'Hare and Midway airports.



CHICAGO O'HARE  
BEST AIRPORT IN NORTH AMERICA  
1998 1999 2000 2001 2002 2003



The airlines would benefit by knowing where DOA snow removal equipment is for their planning purposes during winter operations and would be able to incorporate the ASDE-X data into a software program for a more efficient gate management program. The airlines are very eager to get the system up and running and have already approved funding to purchase the equipment.

If you have any questions or need additional information regarding this request, please contact George Lyman at (773) 894-5291.

Thank You for you cooperation.



*Detect the Difference*

June 2, 2008

George W. Lyman  
General Manager  
O'Hare International Airport  
Airport Airfield Operations  
(773) 894-5291  
glyman@ohare.com

**Subject: ASDE-X Options for the City of Chicago Department of Aviation – Contract Requirements**

**Reference: Sensis Proposal 100007 Rev 1, dated May 21, 2008**

Dear Mr. Lyman:

Regarding the City of Chicago's Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise (Non-Construction), Sensis Corporation does not meet the requirements of this provision. Sensis is a small business under NAICS Code 334511 and would plan to provide the same equipment that was designed and delivered to the FAA under the provisions of the Airport Surface Detection Equipment Model-X (ASDE-X) Program. Further, the component suppliers are established and have been approved by our QA department.

Historically, Sensis has provided FAA proposals in accordance with AMS Clause 3.6.1-4- Small, Small Disadvantaged, Woman-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007) which states that the Contractor is not required to submit a Small Business Subcontracting Plan as part of its proposal response.

Please contact the undersigned at 315-445-5014 if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Henson".

Patrick Henson  
Contracts Manager

5717 Enterprise Parkway DeWitt, NY 13057



Phone: 315-445-0550 Fax: 315-446-2209

www.sensis.com

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation



# Airport Surveillance Detection Equipment – Model X (ASDE-X)

## Data Distribution (DD) System

### Guidance Document



**May 29, 2007**

// Signed //  
\_\_\_\_\_  
Maria DeRosa, AJT-1100  
ASDE-X Project Lead

May 29, 2007  
Date

// Signed //  
\_\_\_\_\_  
Steven Shema, AJT-1100  
ASDE-X Program Manager

May 29, 2007  
Date

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## 1.0. Introduction

In cooperation with industry, the Federal Aviation Administration (FAA) has been investigating the uses and benefits associated with sharing airport surface surveillance data with external users. The FAA has successfully demonstrated the ability to distribute ASDE-X surveillance data to airport users such as airlines and commercial shippers and is working with industry to continue to expand this effort to include other interested users who could benefit from this data.

The ASDE-X Data Distribution (DD) system was designed to provide access to ASDE-X surface surveillance data by outside users while maintaining the security of sensitive National Airspace System (NAS) data. This paper is intended to provide an overview of the ASDE-X DD system and act as a reference guide for prospective FAA ASDE-X DD customers to assess whether the ASDE-X data would be of benefit to them and how to obtain access if desired.

## 2.0. Background

The ASDE-X system was designed to support safe ground operations at an airport by providing reliable and accurate information on the location of aircraft and ground vehicles. It does this through a combination of technologies including airport surface movement radar (SMR), surveillance radar (ASR), multilateration (MLAT), and Automatic Dependent Surveillance-Broadcast (ADS-B) broadcasts from ADS-B transponder equipped aircraft.

Due to the inherent problems associated with radio frequency (RF) and radar transmissions, a single sensor surveillance system may not provide a complete and accurate depiction of a target to the controller. The ASDE-X system mitigates this problem by fusing the data from several different sources, primary and secondary radar including multilateration, to provide the most accurate target information as compared to single sourced systems. The lack of accurate data is particularly a problem in the non-movement areas, such as gate and ramp areas, where even multiple sourced fused data may not be accurate enough for air traffic control (ATC) purposes and therefore these targets are usually excluded from a controller's display.

Even though the non-movement area data may not satisfy the FAA requirements for safe ATC use, this data may still be of benefit for other non-ATC purposes such as gate management and scheduling. Therefore, the DD system may be useful to non-FAA entities to enhance NAS operational efficiencies and potentially reduce costs.

There are several key points a potential end user should consider when deciding whether ASDE-X DD data would be of benefit:

- The FAA will provide the DD data and documentation at not cost to the end user however the end user is responsible for all equipment and communications costs

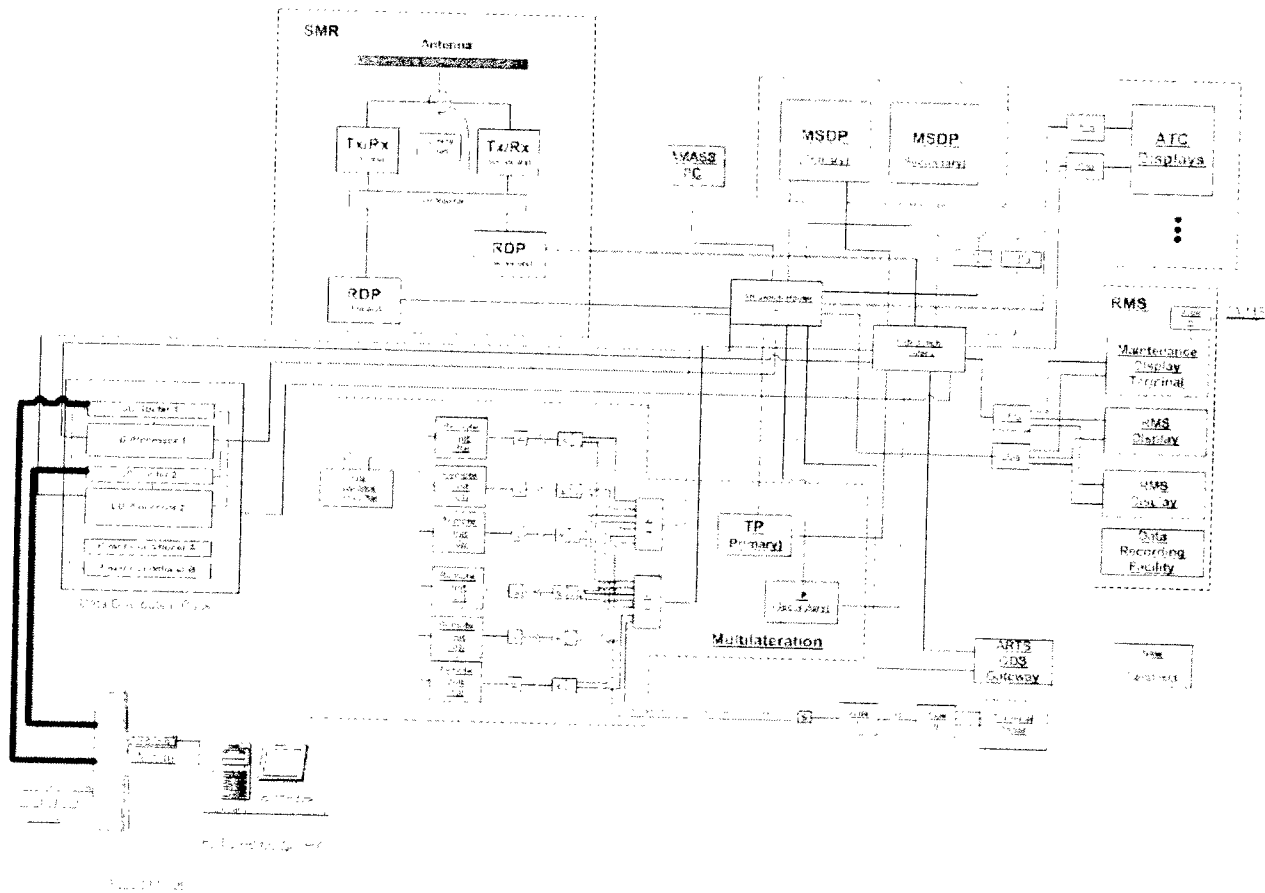
required to receive, process, transmit and display the data from the designated FAA point of demarcation.

- The FAA will not guarantee the quality or availability of the DD data and reserves the right to discontinue DD service at any time for maintenance, security and/or safety related issues.

### 3.0. Data Distribution System Overview

#### 3.1. System Description

The DD system is designed to provide the user with airfield surveillance sensor data with filtering applied to address sensitive data concerns. Figure 1 illustrates the architecture of the DD system.



**Figure 1: Data Distribution Architecture**

The DD system obtains its source data from the ASDE-X Local Area Network (LAN). ASDE-X RU sensor data and primary radar data are fused and sent to the DD Processors where filtering is applied. The processed and filtered data is then sent to the DD Routers for transmission to the end users via the redundant ports. Each DD

system is equipped with redundant ports to support a total of 30 users (2 ports per user). Redundant processors and routers are also part of the system design to sustain the high level of system availability.

### 3.2. Space Requirements

Figure 2 shows the dimensions of the DD Rack required at each site for DD data processing and transmission. The DD rack should be located within 328 feet of the ASDE-X Processor Rack in an environmentally controlled area with controlled access to satisfy FAA security requirements.

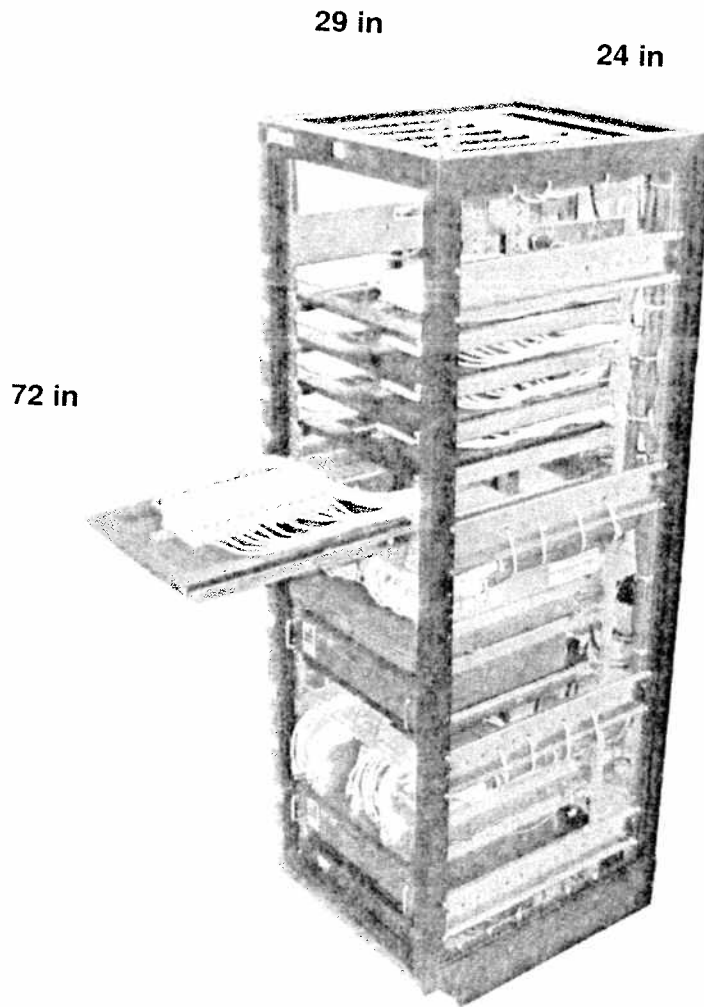


Figure 2: Data Distribution Rack

### 3.3. Data Distribution Reports and Information

The DD system can provide the end user with the following reports and messages:

- System Track Reports (Category 11)
- Surface Movement Radar (SMR) Plot Reports (Category 10)
- Airport Surveillance Radar (ASR) Plot Reports (Category 10)
- Multi-laterated Plot Reports (Category 10)
- ADS-B Plot Reports (Category 10 or 33)
- System Status and Heartbeat Messages

Data Distribution users will be provided with sensor data provided to the host ASDE-X system. This data may include any combination of ASR, SMR, ADS-B, and MLAT data. DD data will be provided in All Purpose Structured Euro-control Radar Information Exchange (ASTERIX) Category 11 (CAT 11) format. In addition, any data from individual sensors provided to the host ASDE-X system will be provided to users in Category 10 or 33 (CAT 10 or CAT 33) (ADS-B data only) format. All DD data provided to non-Government users will be filtered to prevent the release of any sensitive information as defined by FAA Order 1200.22C, NAS Data And Interface Equipment Used By Outside Interests.

### 3.4. ASDE-X DD Sensors

The following is a brief description of the ASDE-X sensors used to provide data to the host ASDE-X system and subsequently filtered and transmitted by the DD system to the end users.

- **Surface Movement Radar (SMR).** The ASDE-X system will use SMR data to provide monitoring of the airport movement area. The airport movement area is defined in FAA Order 7110.65 as runways, taxiways, and other areas of an airport or heliport that are used for taxiing, takeoff, and landing of aircraft and vehicles, excluding loading ramps, gates and parking areas. SMR data is limited in the ramp and other non-movement areas due to multi-path reflections from buildings and equipment.
- **Airport Surveillance Radar (ASR).** The ASR provides radar coverage of the local air traffic within 60 nautical miles (nm) of the airport.
- **Multilateration (MLAT).** A MLAT system uses the broadcasts from an aircraft or vehicle's transponder, ATCRBS or Mode S, to obtain its position, identification, and altitude. An array of receivers and transmitters, collectively know as Remote Units (RU), installed throughout the airport, multilaterate

(similar to triangulation) on an aircraft's transponder to make an accurate assessment of its position. An MLAT system is known as a cooperative surveillance system meaning it relies on information from an aircraft's transponder in order to provide position information. An MLAT system can only track aircraft or vehicles that are transponder equipped and squitting. MLAT data can experience multipath reflections and will sometimes provide false targets.

- **Automatic Dependent Surveillance-Broadcast (ADS-B).** The ADS-B system provides aircraft position information using information provided from a combination of the aircraft's Global Positioning System (GPS) navigation system and Mode S extended squitter. Currently, the ADS-B is limited in use.

### 3.5. Data Fusion

Data fusion is the blending of multiple surveillance data sources, SMR, ASR, MLAT, and ADS-B, or a combination of the above, as available. The ASDE-X system will fuse incoming data, for both the movement and non-movement areas, if the data is available and of sufficient quality. Data fusion provides the most complete and accurate picture of the intended target's position and motion. For example, fused data, combining data from the SMR, MLAT and ADS-B, would provide controllers with the aircraft's size, its ID and position whereas each data source alone could only provide a piece of the information. This data is provided in ASTERIX Category 11 format. No information is provided regarding the quality of the CAT 11 data.

The system is currently configured to critically fault in the event of an SMR fault. Although unlikely, the system may also critically fault if 3 or more Remote Units fail. The data and availability of the data feed is not guaranteed to any degree.

### 3.6. Data Elements

The typical data elements provided for each target (vehicle or aircraft) include the following:

- Automatic Identification (if transponder equipped)
- 3-D position
- Time of measurement
- Source of track data (ATCRBS, ADS-B, SMR, MLAT)
- GPS position (ADS-B only)
- Target type (vehicle or a/c)

The data elements provided are dependent upon the sensor(s) generating the track information and whether the data has been fused to combine data from several



different sources. In addition to the data elements, there are two types of system messages generated by the DD system to indicate the status and health of the system; the heartbeat and status messages.

The heartbeat message is a simple 16 byte message, sent once every 5 seconds, which tells the end user the DD system is still active and processing as required. The status message, sent once a second, provides information regarding the status of the DD system itself as well as the status of the other systems that are providing input to the DD system. For additional information regarding the heartbeat and status messages please refer to the Data Distribution Interface Control Document (ICD).

### 3.7. Data Filtering

As discussed in FAA Order 1200.22C, NAS data provided to non-Government users must be delayed and/or filtered prior to transmission. The DD system at each site will be configured to satisfy the security requirements of FAA Order 1200.22C by filtering or excluding specific types of information that contain sensitive NAS data. The filters will be installed as part of the initial DD system installation and each airport will be provided with the documentation to easily configure the filters on site, via the Maintenance Display Terminal (MDT), as needed. It is the responsibility of the FAA to ensure the filtering process is in place and operational. The following is an explanation of the types of data that can be filtered by the DD system:

- **Sensitive NAS Data.** Mandatory filtering will be applied to all non-government users' DD systems to prevent the transmission of sensitive NAS data as defined in FAA Order 1200.22C. The DD system has the capability to provide both full and partial target filtering to ensure all sensitive information has been completely removed.
- **Geographic Data.** The DD system is capable of filtering or excluding entire regions of an airport from being transmitted to the end user such as the airport approach space, runways, taxiways and ramps. A minimum and maximum altitude filter can also be applied to each geographic region to further define the desired surveillance area. It is the responsibility of the end user to define those areas that they wish to have excluded and the filters will be configured accordingly during system installation. This type of filtering is optional for both Government and non-Government users.
- **Source Data.** The DD system can filter any of the following sensor data reports from being transmitted to the end user. This type of filtering is optional for Government users but is mandatory for non-Government users.
  - CAT11 Fused Tracks
  - CAT10 ASR
  - CAT10 SMR

- CAT10 MLAT
- CAT10 ADS-B
- **Data Elements.** A user may elect to have certain data elements filtered from their transmission such as low confidence targets. This type of filtering is optional for Government users but is mandatory for non-Government users if it contains sensitive NAS information.

### 3.8. Data Capacity and Rate Information

The amount of data that a DD user will receive and store depends on several key factors:

- The types of filtering applied to the user's DD system.
- The types of sensors available at the respective airport.
- The number of aircraft and vehicles present during the period of surveillance.
- The DD reports the user has elected or is qualified to receive.

Table 1 provides guidance on the amount and types of data that an end user could expect to receive during a typical day as well as the DD system's design capacity. The data represents a 10 hour and 23 minute period recorded at Louisville International Airport – Standiford Field (SDF), in October 2004. In this example there were no regional filters applied and all sensor reports were enabled. The yellow "capacity" columns represent the results of the ASDE-X aircraft load test. This data represents 200 aircraft within the movement area.

**Note:** The DD heartbeat and system status messages were not part of the SDF data but were added to provide a complete picture of all possible data and report types.

CAT11	1,035,318	176	182.22	7,476,000	1,315.8
ATCRBS MLAT	105,269	92	9.68	3,738,000	343.9
Mode S MLAT	806,029	92	74.15	9,307,620	856.3
SMR-AX	901,329	128	115.37	4,784,640	612.4
ASR-AX	162,526	60	9.75	5,569,620	334.2
ADSB-AX	297,781	96	28.59	3,588,480	344.5
System Status	37,380	140	5.23	37,380	5.2
DD Heartbeat	37,380	24	0.90	37,380	0.9

		419.76 MB		3813.21 MB
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**Note: Based on 10 hrs 23 min of data collected at SDF (22:14 - 08:37 EST)**

**Table 1: Data Capacity**

Table 2 represents the amount of data transmission capacity required based on an average kB per second rate derived from a ½ hour peak traffic period at SDF. As mentioned, the yellow capacity columns represent the results of the ASDE-X load test and can be considered peak operational performance.

CAT11	45568	176	4.46	360000	35.2
ATCRBS MLAT	5818	92	0.30	180000	9.2
Mode S MLAT	78508	92	4.01	448200	22.9
SMR3-AX	64057	128	4.56	230400	16.4
ASR-AX	8905	60	0.30	268200	8.9
ADSB-AX	53265	96	2.84	172800	9.2
<i>System Status</i>	<i>1,800</i>	<i>140</i>	<i>0.14</i>	<i>1800</i>	<i>0.1</i>
<i>DD Heartbeat</i>	<i>1,800</i>	<i>24</i>	<i>0.02</i>	<i>1800</i>	<i>0.0</i>
			16.62 kB/S		102.01 kB/S

**Note: Based on 1/2 hour of data collected at SDF (11:58- 12.28 EST)**

**Table 2: Data Transmission Rates**

### 3.9. Installation and Access

The DD system will be installed at each ASDE-X facility with cabling connecting the 30 fully redundant ports on the DD router to the TELCO demarcation panel. It is the responsibility of the end user to provide all cabling to connect the DD system to the demarcation point including all surge suppression for the communication lines. The End User Setup Form will be used to document the end user's site specific information, the system configuration and all information necessary for the designated technician to provide access to the end users telecom provider and to make the necessary connection. The end user will be required to coordinate access to the demarcation point with the local FAA Airways Facilities (AF) representative.

### 4.0. Impact to Airport Operations

The ASDE-X Data Distribution system has been designed to be completely transparent to the FAA air traffic controllers (ATC). Any disruptions in DD equipment or service will

have no impact on ATC operations. Should a failure or disruption occur, it will only be visible to local Technical Operations personnel on the ASDE-X Maintenance Display Terminal (MDT) located in the equipment room. When a failure with the FAA DD equipment or service does occur, local Technical Operations personnel will attempt to notify the designated end user POC, as identified in the MOA, to the cause, extent and duration of the outage. All failures associated with end user procured equipment or services are the sole responsibility of the end user or their designated repair representative.

The DD system is designed to be highly reliable with complete redundancy. Should an end user experience any disruption in service, they should contact their designated repair representative for additional information.

## **5.0. Potential DD Customers**

Any company that operates aircraft or vehicles at an airport, and can benefit from situational awareness of such vehicles, is a potential DD user or customer. Some examples include:

- Local government or airport authorities for managing and/or monitoring surface traffic, particularly in the ramp and gate areas.
- Airlines and commercial shippers for managing ramp and gate operation.
- Caterers, fuel contractors and other businesses to assist in scheduling and managing their operations.
- Third party data service providers providing DD analysis and services for smaller air operators.

## **6.0. Cost Considerations**

The purpose of this section is to identify and provide information regarding the potential costs associated with establishing DD service at a respective ASDE-X site. All costs beyond the point of demarcation are the responsibility of the end user.

The primary costs associated with establishing DD service at a respective airport include: hardware acquisition and installation, administrative and legal, coverage analysis, system optimization and maintenance and support. Below is a brief discussion of each cost.

### **6.1. Hardware Acquisition and Installation**

These costs include the purchase, installation and checkout of the DD Rack (see figure 2), system software, and RUs if additional RUs are needed to provide the desired coverage. This also includes all costs associated with connecting the DD system to the ASDE-X.

## 6.2. Administrative and Legal

Administrative and legal costs include those costs associated with creating, reviewing and executing the contractual documentation required to establish the DD service including the required FAA Form 1200-5, Memorandum Of Agreement (MOA) and any third party agreements. A draft MOA is provided as Appendix A to this document.

## 6.3. Coverage Analysis

The ASDE-X remote units (RUs) are situated at an airport to provide the most complete and accurate coverage of the airport movement areas. The placement of the RUs may not provide optimum coverage of the non-movement areas and therefore additional RUs may be required to provide the end user with the desired coverage. Costs for establishing new RU sites include:

- **Site Surveys.** Site surveys are required to identify and document possible locations for additional RU placement for optimum non-movement area coverage. It may be possible to reduce the site survey costs if they can be performed in conjunction with those of the base ASDE-X system.
- **Site Leases.** Site leases may be required if additional RU sites are located outside airport property. Landline communication costs will also be required to connect the additional RUs to the ASDE-X system.

## 6.4. System Optimization

If changes to the existing ASDE-X sensor coverage, or software, are required to incorporate the additional RUs, then additional charges will be incurred by the end user to optimize the system to provide optimal coverage of the non-movement areas.

## 6.5. Maintenance and Support

Data Distribution equipment located within the respective FAA facility will be maintained by FAA Technical Operations personnel up to the point of demarcation. All DD equipment located outside the point of demarcation will be maintained by the respective end user or their designated representative. To request FAA maintenance assistance, the end user will contact the respective Operations Control Center (OCC) who in turn will contact the local System Support Center (SSC) and dispatch the Technical Operations technician to the site to troubleshoot and perform the required system maintenance. All ASDE-X Technical Operations personnel receive DD maintenance training at the FAA Academy as part of the ASDE-X core maintenance course. The end user is responsible for procuring the initial and replacement spares required to support the system. The process for requesting FAA maintenance assistance is depicted in Figure 3.

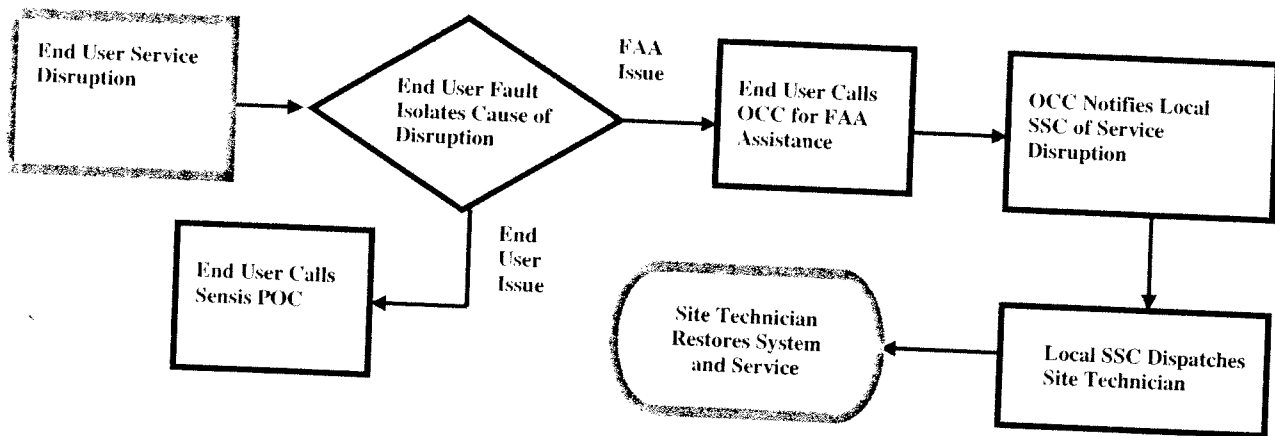


Figure 3: End User Data Distribution Service Request Process

## 7.0. FAA Order 1200.22C: NAS Data and Interface Equipment Used by Outside Interests

It is highly recommended that all parties interested in receiving NAS data thoroughly review FAA Order 1200.22C for complete information regarding the NAS data release process and the types of data that is releasable to end users. A copy of FAA Order 1200.22C is provided as Appendix C to this document. Additional copies can be obtained by contacting the Sensis Corporation point of contact listed in Table 3 to this document or by contacting the FAA Data Release Review Committee (DRRC) at the following address:

**Federal Aviation Administration Headquarters  
NAS Services and Policy Planning Team, AJW-16  
800 Independence Ave., SW  
Washington, DC 20591  
Attn: Data Release Review Committee**

## 8.0. ASDE-X DD Data Release Process

The complete NAS data release process is thoroughly discussed in FAA Order 1200.22C. The following is a summary of the high-level steps to be followed to obtain access to ASDE-X DD surveillance data. Please ensure that all additional requirements and steps, as outlined in FAA Order 1200.22C, are followed.

### 8.1. Contact Sensis Corporation

All non-Government parties (Third Parties) interested in receiving ASDE-X DD data should contact the Sensis Corporation point of contact (POC) as identified in Table 3 of this document. The Sensis Corporation POC will provide the Third Party with guidance on obtaining and completing the required FAA documentation and assist

the Third Party in coordinating with the FAA in completing the review and approval process.

## **8.2. Complete FAA Form 1200-5, NAS Data Release Request Form**

All Third Parties shall complete FAA Form 1200-5 to begin the NAS data release process. A copy of FAA Form 1200-5 is included as an attachment to FAA Order 1200.22C. Third Parties are encouraged to provide detailed supporting documentation with the completed FAA Form 1200-5 to fully explain how the system will interface to the desired NAS equipment and the intended uses of the requested data. If approved, Sensis Corporation shall update their FAA Form 1200-5 to reflect the addition of the Third Party.

## **8.3. Develop Draft Memorandum of Agreement (MOA).**

Sensis Corporation and the Third Party shall develop a draft MOA between the two parties and shall submit a copy of the draft MOA as part of the FAA Form 1200-5 submittal. A sample MOA is included as Appendix A to this document. The requirements and restrictions imposed on the "Outside Interest" in the sample MOA are applicable to all Third Parties. Upon DRRC approval, a copy of the final MOA between Sensis Corporation and the Third Party shall be provided to the DRRC and the ASDE-X Program Office within 30 days of signature. An approved MOA between Sensis Corporation and the Third Party is required prior to receipt of ASDE-X DD data.

## **8.4. Submit Complete FAA Form 1200-5 Package To ASDE-X Program Office**

Sensis Corporation, on behalf of the Third Party, shall provide a complete FAA Form 1200-5 package, consisting of a completed FAA Form 1200-5, supporting documentation and draft MOA, to the ASDE-X Program Office. Upon receipt of a complete package, The ASDE-X Program Office will coordinate with the Data Release Review Committee (DRRC) to begin the official review and approval process. A pre-brief to the DRRC by Sensis Corporation and/or the Third Party may be necessary as part of the DRRC 1200-5 submittal to provide additional clarification. The ASDE-X points of contact are identified in Table 4 to this document. The ASDE-X NAS data release process is provided in Figure 4.

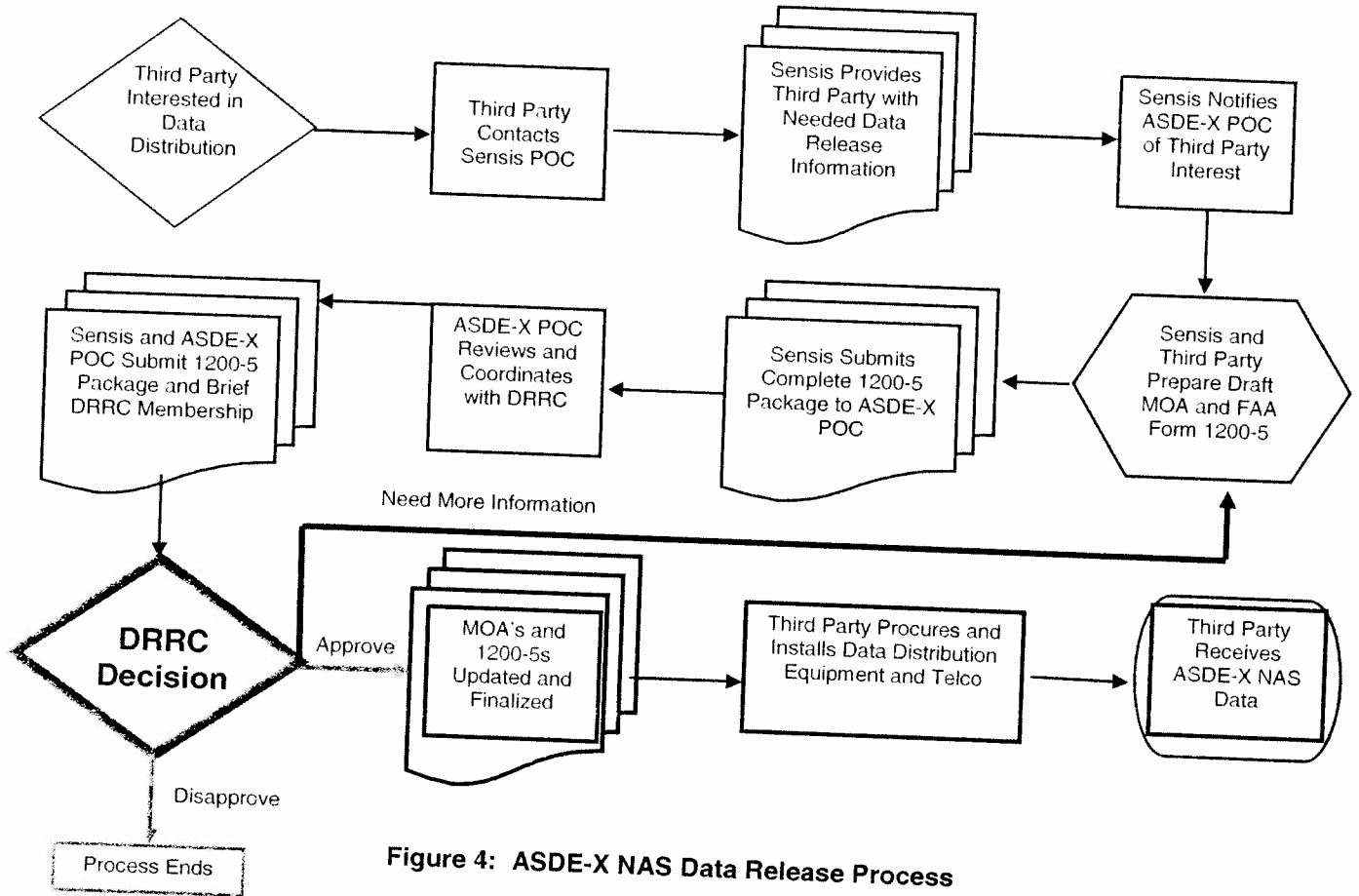


Figure 4: ASDE-X NAS Data Release Process

## 9.0. ASDE-X DD Frequently Asked Questions (FAQ)

A copy of the ASDE-X DD FAQ sheet is included as Appendix B to this document.

## 10.0. Sensis Corporation Points of Contact

Name	Position	Phone Number	Email Address
Patrick Henson	Sensis Corporation Contracts Manager	(315) 445-0550	phenson@sensis.com

Table 3: Sensis Corporation Point of Contact

## 11.0. FAA Points of Contact

Name	Position	Phone Number	Email Address
Steve Shema	FAA ASDE-X Program Manager	(202) 385-8731	steve.shema@faa.gov



Maria DeRosa	FAA ASDE-X Project Lead	(202) 385-8730	maria.derosa@faa.gov
Scott Schlegel	FAA ASDE-X Logistics and Data Distribution Lead	(202) 385-8724	scott.c.schlegel@faa.gov
Robert Valdes	FAA ASDE-X Contracting Officer	(202) 385-6157	robert.valdes@faa.gov
Operations Control Center (OCC)	Staff	(866) 432-2622	NA

**Table 4: FAA ASDE-X Program Office Points of Contact**

## 12.0. References

FAA Order 1200.22C, NAS Data and Interface Equipment Used by Outside Interests, February 6, 2002

FAA Order 7110.65R, Air Traffic Control, February 16, 2006

FAA-E-2942, ASDE-X System Specification, Version 1.1

NAS-IC-34180001, Interface Control Document (IC), Airport Surface Detection Equipment (ASDE-X) Data Distribution To End User, Revision B., April 13, 2005

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**Appendix A:**  
**Sample ASDE-X Data Distribution (DD)**  
**Memorandum Of Agreement (MOA)**  
**For Informational Purposes Only**

**Note: this document is provided for informational purposes only.**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION (FAA)  
AND SENSIS CORPORATION  
FOR SHARING  
AIRPORT SURFACE DETECTION EQUIPMENT, MODEL X (ASDE-X)  
SURVEILLANCE DATA**

The parties to the Memorandum of Agreement (referred to as "Agreement") are the Federal Aviation Administration (FAA) and Sensis Corporation, (referred to as "Outside Interest"). The Outside Interest has requested that the FAA provide it access to filtered ASDE-X National Airspace System (NAS) surface movement and terminal approach track data to support third party customers, (referred to as "Third Party"). Per FAA Order 1200.22C, Paragraph 8.a (2), the FAA agrees to provide filtered data to the Outside Interest to use and further transmit to Third Party customers as set forth in this Agreement. Therefore, the FAA, Outside Interest and Third Parties, as identified in Appendix A, agree to the procedures, restrictions and responsibilities contained in this Agreement.

**I. DESCRIPTION.**

- A. The Airport Surface Detection Equipment Model X (ASDE-X) is specifically designed to help reduce runway incursions and improve runway safety by monitoring and providing tracking data for aircraft and vehicles operating on or near the airport movement areas as well as for aircraft on final approach to the airport. The ASDE-X coverage can be expanded to include the non-movement areas, such as gates and ramps, through the installation of additional remote units (RUs). Outside Interests are interested in the ASDE-X surveillance data, both the movement and non-movement areas, to improve their operational efficiencies and safety and it is the intent of the FAA to provide them access to this data through the use of the ASDE-X Data Distribution (DD) system.
- B. The ASDE-X is capable of receiving, processing and fusing data from several sources including surface movement radar (SMR), multilateration (MLAT), terminal automation, airport surveillance radar (ASR), and automatic dependent surveillance-broadcast (ADS-B). The DD system filters the ASDE-X data prior to transmission to the Outside Interests. The filtering complies with FAA Order 1200.22C, "NAS Data and Interface Equipment Used by Outside Interests."
- C. This Agreement covers the requirements for (i) provision of the data; (ii) use of the data; and (iii) maintenance of the system.

## **II. DEFINITIONS.**

- A. **Filtered Data.** Any NAS data processed by a NAS system subject to an editing process.
- B. **NAS Data.** Automation, surveillance, navigation, communications, or weather information used for Air Traffic Control (ATC) purposes.
- C. **Outside Interest.** A person, group, office, airport authority, or organization outside the United States Government.
- D. **Third Party.** A customer of an Outside Interest, outside the United States Government, interested in receiving NAS data.
- E. **Real-Time Data.** Any data processed by a NAS system that is not intentionally delayed from its original structure or process.
- F. **Sensitive Data.** The term includes data whose improper use or disclosure could adversely affect the ability of an agency or organization to accomplish its mission.

## **III. FAA RESPONSIBILITIES.**

- A. The FAA will:
  - 1. Provide the Outside Interest with a current copy of the ASDE-X Interface Control Document (ICD) as required. The FAA will attempt to provide any updates to the ICD at least 90 days prior to the effective date.
  - 2. Provide the Outside Interest with a current copy of the ASDE-X Interface Control Document (ICD) as required. The FAA will attempt to provide any updates to the ICD at least 90 days prior to the effective date.
  - 3. Provide a one-way feed of filtered, real-time ASDE-X NAS data to the FAA DD demarcation point located within the Air Traffic Control Tower (ATCT). All sensitive data, as defined in FAA Order 1600.72A, "Contractor and Industrial Security Program," FAA Order 1600.75, "Protecting Sensitive Unclassified Information," and FAA Order 1200.22C, "NAS Data and Interface Equipment Used by Outside Interests," will be removed from the data prior to transmission to the Outside Interest. The specific data to be filtered is identified in FAA files BARR.dat, Radiotelephony.txt and FilterCallSign.txt. The filters will be installed as part of the initial DD system installation and each airport will be provided with the documentation necessary to easily configure the filters on site, via the Maintenance Display Terminal (MDT), as needed.

The FAA is responsible for ensuring the filtering process is in place and operational.

4. Not provide any equipment or software, including communications lines, to the Outside Interest in support of this Agreement.
  5. Allow the Outside Interest to connect to the DD demarcation point to access filtered ASDE-X data.
  6. Respond to unscheduled system outages/failures of FAA ASDE-X equipment as soon as practicable. The FAA will not commit to specific maintenance response times.
  7. Attempt to notify the Outside Interest prior to any planned interruption (e.g. preventive maintenance) of DD service prior to the interruption. Interruptions to service will be at the convenience of the government. Notifications will be sent via email to the Outside Interest's designated Point of Contact as identified in this Memorandum of Agreement (MOA).
  8. Not be held responsible or retain legal obligation as to the accuracy, validity, or continued availability of the data being shared unless otherwise stated.
  9. Have the sole right to interrupt or terminate access to DD NAS data.
  10. Have the sole right to modify, relocate, upgrade, or update the NAS data stream to take advantage of advances in technology or for operational or logistics support reasons. If possible, the FAA will provide advance notification of such changes to the Outside Interest.
  11. Have the sole right to approve any additional Outside Interests (e.g. Third Parties) to receive ASDE-X DD NAS data.
  12. The FAA shall designate a Point of Contact for all questions pertaining to DD service. Information on how to contact the POC shall be provided to the Outside Interest and updated as required.
  13. The FAA does not warranty or guarantee the accuracy or timeliness of the data provided.
  14. The FAA reserves the right to conduct audits to evaluate compliance with this Agreement.
- B. Service interruptions may occur due to operational necessity, safety and security concerns, or due to technical failure, or as a result of the Outside Interest's non-compliance with this Agreement. Final authority to deny

access to data in accordance with the terms of this Agreement resides with the FAA.

**IV. OUTSIDE INTEREST RESPONSIBILITIES – USE OF NAS ASDE-X DD DATA.**

- A. The Outside Interest will provide all equipment necessary to receive, process, transmit and display NAS data from the FAA DD demarcation point. This includes all communications lines required to receive and transmit data.
- B. The Outside Interest may not use NAS data for the purpose of reporting/ investigating/initiating legal action on suspected pilot deviations, aircraft incidents, air traffic control operational errors, vehicle moving violations, airspace incursions, noise abatement regulation enforcement, or any other possible or suspected situations.
- C. The Outside Interest may not release NAS data if advised by the FAA that the data contains information relating to an aircraft incident.
- D. To the extent permitted by law, the Outside Interest agrees to indemnify and hold harmless the Government and its agents, officers, employees or representatives (the "Indemnified Parties") from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including the costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the Indemnified Parties, arising out of the FAA providing this data, and arising out of negligent acts or omissions of the Outside Interest, its employees, agents, affiliates, or contractors in the use of the data shared hereunder, except so the extent caused by the negligence or willful misconduct of the Indemnified Parties. An original or certified copy of a certificate of insurance will be delivered to the FAA upon request if the Outside Interest holds or obtains insurance in support of this promise.
- E. The Outside Interest agrees that any property of the United States damaged or destroyed and caused by the Outside Interest incident to the exercise of the privileges herein granted, normal wear and tear accepted, will be promptly repaired or replaced by the Outside Interest to the satisfaction of the FAA or in lieu of such repairs or replacement, the Outside Interest will, if so required by the FAA, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property as described here and above.
- F. The Outside Interest may not release NAS data to the public or a Third Part in any form without written FAA approval, unless required by law. However, the Outside Interest may publicly release reports and analyses

derived from the data. At the FAA's request, copies of all reports will be provided to the FAA.

- G. The Outside Interest must delete all NAS data for any specified period of time upon request by the FAA and must provide an indication, in writing, that the request has been acted upon.
- H. The Outside Interest shall designate a Point of Contact (POC) for communication with the FAA. The POC information shall include a name, phone number, fax number, mailing address and email address. The POC shall be updated as necessary.
- I. All Outside Interests, including Third Parties, shall complete FAA Form 1200-5, NAS Data Release Request Form, and receive Data Release Review Committee (DRRC) approval, prior to receipt of any NAS data. The Outside Interest and Third Party must specify how DD data will be used, and if the usage of the data changes, then a revised FAA Form 1200-5 should be submitted for approval prior to the new use of the data.
- J. Outside Interests shall establish individual Agreements between themselves and all Third Parties stipulating the requirements as outlined in this Agreement. A draft copy of this Agreement, and all Third Party Agreements, shall be submitted to the DRRC as part of the FAA Form 1200-5 request. A copy of all final Agreements between the Outside Interest and Third Parties shall be provided to the DRRC and ASDE-X Program Office within 30 days of signature. All DRRC approved Third Parties will be identified in Exhibit A of this Agreement.
- K. Any violation of the terms of this Agreement on the part of the Outside Interest shall result in the immediate termination of Data Distribution service without additional notice.

#### **V. LEGAL AUTHORITY.**

This Agreement is entered into under the authority of 49 USC, Section 106 (l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

#### **VI. EFFECTIVE DATE.**

The duration of this Agreement shall not exceed two years from the date of signature by all parties.



**VII. INTERAGENCY COMMUNICATIONS.**

A. The Outside Interest shall direct communications to:

FAA Headquarters  
Terminal Surveillance (ATO-T)  
Contracting Officer  
Mr. Robert Valdes, AJA-46  
600 Independence Avenue, SW  
Washington, DC 20591  
(202) 385-6157  
[robert.valdes@faa.gov](mailto:robert.valdes@faa.gov)

B. The FAA shall direct communications to:

Sensis Corporation  
Mr. Patrick Henson  
5717 Enterprise Parkway  
East Syracuse, NY 13057  
315-445-0550  
[phenson@sensis.com](mailto:phenson@sensis.com)

**VIII. CHANGES/MODIFICATIONS.**

Changes or modifications to this Agreement shall be in writing and signed by an authorized representative of each party. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting this Agreement.

**IX. TERMINATION OF AGREEMENT.**

The Outside Interest may terminate this Agreement at any time, with or without cause, and without incurring any liability or obligation by giving the FAA at least ninety (90) days written notification of termination. The FAA may terminate this Agreement at any time without cause and without incurring any liability or obligation to the terminated party. This includes service to Third Parties.

**X. CONSTRUCTION OF THE AGREEMENT.**

This Agreement is an "other transaction" issued under 49 USC 106 (l) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. Each party

acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

**XI. DISPUTES.**

Where possible, disputes will be resolved by informal discussions between the Parties. In the event the parties are unable to resolve any disagreement through good faith negotiation, the dispute will be forwarded to the Office of Dispute Resolution (OADR) for Acquisition, as per AMS 3.9.4, for resolution. The OADR decision is not subject to further administrative review and, to the extent provided by law, is final and binding.

**XII. WARRANTIES.**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software and data that may be provided under this Agreement.

**XIII. OFFICIALS NOT TO BENEFIT.**

AMS Clause 3.2.5-1, "Officials Not to Benefit," and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions," are attached hereto and incorporated by reference into this Agreement.

**XIV. PROTECTION OF INFORMATION.**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement to the extent permitted by law.

**XV. INTELLECTUAL PROPERTY.**

Rights in Data. The Government retains Government Purpose Rights in all data obtained under this Agreement.

A. "Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, etc. The term does not include financial, administrative, cost, pricing or management information.

B. "Government Purpose Rights" means the rights to –

1. Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,
  2. Release or disclosure technical data outside the government and authorized persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.
- C. "Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign government or international organizations. Government purposes include competitive acquisition by or on behalf of the government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

The FAA and Sensis Corporation concur with the provisions of this Agreement as indicated by the signatures of their duly authorized officials.

**Federal Aviation Administration**

**Sensis Corporation**

By: \_\_\_\_\_  
Robert Valdes, FAA  
Contracting Officer

By: \_\_\_\_\_  
Patrick Henson, Sensis Corporation  
Contracts Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits:**

Exhibit A: DRRC Approved Third Party Data Recipients

Exhibit B: FAA Order 1200.22C, "NAS Data Interface Equipment Used by Outside Interests," February 6, 2002

Exhibit C: AMS Clause 3.2.5-1 "Officials Not to Benefit," and AMS Clause 3.2.5-7 "Disclosure Regarding Payments to Influence Certain Federal Transactions"

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**Exhibit A:**

**Data Release Review Committee (DRRC) Approved  
ASDE-X Data Distribution “Third Party” Users Listing**

## DRRC Approved ASDE-X Data Distribution "Third Party" Users Listing

Company/ Organization	DRRC Approval Date	MOA Expiration Date	Organization Point of Contact (POC)	POC Telephone Number	POC E-Mail Address

**Exhibit B:**

**FAA Order 1200.22C, "NAS Data Interface Equipment  
Used by Outside Interests," February 6, 2002**

**ORDER**

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

**1200.22C**

**SUBJECT: NAS Data and Interface Equipment Used by  
Outside Interests**

**02/06/02**

**1. PURPOSE.**

This order prescribes the policy on the release of National Airspace System (NAS) data and the use of interface equipment by persons or agencies outside the Federal Aviation Administration (FAA) and the United States Government, which are not otherwise authorized access to this data by public law or existing agreements or contracts duly executed by the Government. This order does not prohibit the FAA Research and Development (R&D) projects, when working with outside interests from interfacing to the operational NAS computer and sharing radar data or equipment at the time of test or demonstration, nor shall it prohibit or limit projects within the NAS. This order establishes the Data Release Review Committee. This order does not affect, modify, or control the FAA's legal obligation relating to the release of NAS data under the Freedom of Information Act (FOIA), 5 USC 552. Agreements made with foreign countries are outside the scope of this order.

**2. DISTRIBUTION.**

This order is distributed to the Associate Administrators for Research and Acquisitions and Air Traffic Services; to the Offices of Information Systems Security and Chief Counsel; to the division level in Airway Facilities, Air Traffic, and Air Traffic System Requirements in Washington; to the division levels in the Academy and Logistics Center at the Aeronautical Center and the Technical Center; to the branch level in the regional Air Traffic and Airway Facilities divisions, and to all Air Traffic and Airway Facilities field offices with a maximum distribution. This distribution also includes special offices within Department of Defense, Department of Transportation, Department of Justice, and Department of Treasury.

**3. CANCELLATION.**

Order 1200.22B, Use of National Airspace System (NAS) Computer and Radar Data or Equipment by Outside Interests, dated April 14, 1993, is canceled.

**4. EFFECTIVE DATE.**

This order is effective April 1, 2002.



## **5. EXPLANATION OF CHANGES.**

This revision:

a. Updates the policy, procedures, and approving authority for the release of NAS data and the use of interface equipment to outside interests, which are not otherwise authorized access to this data by public law, existing agreements, or contracts duly executed by the Government.

b. Establishes the Data Release Review Committee (DRRC) with its charter to evaluate all requests that do not meet the policy for access to NAS data.

c. Changes coordination procedures with the FAA Intelligence and Security Divisions, Department of Defense (DoD), and other Federal and State Government Agencies.

d. Establishes FAA Form, 1200-5, NAS Data Release Request.

e. Transferred the Office of Primary Responsibility (OPR) for this order from Air Traffic (AT) to Airway Facilities (AF).

## **6. BACKGROUND.**

a. Outside agencies frequently request NAS data and/or the use of interface equipment. The frequency of these requests has dramatically increased in recent years as a result of evolving technology and the potential economic benefit for the requestor. Requests for information cover a broad spectrum of information, including delayed and recorded data.

b. Air Traffic facilities routinely handle sensitive information for DoD and many other Federal, State, and local Government agencies. Permitting outside interests to directly monitor or extract information through routine real-time queries of the computer system would compromise the security of these operations. Safeguards must be taken to prevent unauthorized outside interests from obtaining access to any NAS data identified as mission sensitive by DoD, or other Federal, State, or local Government agencies.

## **7. DEFINITIONS.**

The following definitions are for the purpose of this order only:

a. Data Release Review Committee (DRRC). The governing committee chartered with the protection and controlled release of NAS data in a timely and responsible manner. Its members are comprised of representatives from FAA

internal organizations and other various Government organizations; i.e., DoD, external to the FAA whose mandated responsibilities require oversight of, and/or participation in, decisions concerning the release of NAS data.

b. Delayed Data. Any data processed by a NAS system, which is delayed in time more than 15 minutes from its origin to its final destination, by some kind of electronic and/or physical control process.

c. Filtered Data. Any data processed by a NAS system subject to an editing process.

d. Interface Equipment. Any piece of equipment, a system or subsystem that has the capability to connect directly or indirectly to the NAS system.

e. Interface Software. The programming used to facilitate error-free data transfer between the FAA equipment and the outside interest receiving facility.

f. Joint Radar Planning Group (JRPG). The permanent interagency committee established to provide continuous coordination and oversight of activities for the operation and maintenance of the Joint Surveillance Systems (JSS) radars.

g. NAS Data. Automation, surveillance, navigation, communications, and weather information used for Air Traffic Control (ATC) purposes once beyond the processor and into the NAS interface for the appropriate system. NAS data does not include data that has entered the DoD communications interface at each site.

h. Outside Interest. A person, group, office, airport authority, or organization outside the United States Government.

i. Real-Time Data. Any data processed by a NAS system that is not intentionally delayed from its original structure and/or process.

j. Recorded Data. Processed ATC information written on optical, magnetic, or paper media by a system.

k. Requester. An outside interest submitting the request for NAS data.

l. Sensitive Data. The term includes data whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission. This includes, but is not limited to:

(1) Joint-use radar systems;

(2) Joint Surveillance System (JSS);

- (3) FAA or DoD flight inspections;
- (4) Contains military mission information (training missions, MODE-4, Air Force-1, Air Force 2);
- (5) Law enforcement or other sensitive activity;
- (6) Requests made by a foreign government, air carrier or corporation. This also applies to United States citizens or corporations acting as agents for any foreign entity;
- (7) Any offshore FAA radars, including Alaska, Hawaii, Guam, the Panama Canal Zone, and Puerto Rico;
- (8) Radar information being used by law enforcement agencies;
- (9) All requests for real-time data;
- (10) Any request for computer or radar data that will require interface with FAA-owned or FAA-leased telecommunications equipment or line;
- (11) Any request for air traffic management computer data;
- (12) Any airport surveillance radar (ASR) system that serves a military base, complex, or any ATC special use airspace as well as nearby civilian airports. Examples are U.S. Strategic Command Headquarters, Colorado Springs, North American Aerospace Defense Command, Norfolk Naval Air Station, Patuxent Restricted Area (R-4006), Farmville Military Operation Area (FVX MOA), and the airspace surrounding DCA.

m. Unfiltered data. Any radar or automated data, provided through an interfacility line, data link, satellite transmission, or any other mode so as to extract on-line data which have not been previously recorded, have not been subject to Air Traffic oversight for the presence of accident, incident, suspected error, deviation, airspace incursions, or any other possible or suspected situations that might require internal investigation, or includes information concerning sensitive and/or controlled national defense, law enforcement, or security organization data.

#### **8. POLICY.**

1. The FAA shall not release sensitive NAS data, data formats, or source codes, nor will it permit unauthorized outside interests to interface with FAA NAS equipment. Persons or agencies that are non-Government and/or non-law enforcement entities are not authorized access to NAS data unless one of the below conditions apply.

(1) Required to satisfy a contract or agreement to which the FAA is a party, or has otherwise given approval.

(2) Determined by the agency, in accordance with its responsibilities under the Federal Aviation Act, that its use is in the furtherance and promotion of aviation safety and efficiency.

(3) Approval of a request by ATS-1 after review and recommendation by the DRRC.

b. Real-time NAS data shall only be released to the appropriate United States Government agencies, law enforcement organizations, and the National Transportation Safety Board (NTSB) as operationally required.

c. Outside interests shall only receive filtered and/or delayed NAS data if the conditions of 7a are satisfied, and are prohibited from selling or providing this information to a third party without specific written permission from the FAA. See Appendix 2, Sample Memorandum of Agreement (MOA). Filtering and delay of NAS data will be accomplished internal to the facility from which the data is obtained and will be the responsibility of FAA personnel, as determined by the DRRC, to monitor this process for compliance.

d. If AF will maintain the equipment, the outside interest will provide access and training to authorized FAA personnel for all hardware, software, and procedures used in processing NAS data. All costs will be absorbed by the outside interest. This will be specified and agreed to by both parties in the MOA.

e. All outside interests that make a request for release of data shall be subject to verification of the need to acquire NAS data. The requestor shall document the data request purpose as outlined in Appendix 3, FAA Form 1200-5, NAS Data Release Request, Section 12.

f. Interface equipment connected to the NAS shall be under, and conform to configuration management as defined in the latest edition of Order 1800.66, Configuration Management Policy. The interface shall be tested by AOS, or the appropriate test organization, to ensure it does not adversely affect operation of the NAS. The requester shall provide the necessary hardware and software that shall filter such data prior to leaving the facility. The requester-provided interface equipment shall meet FAA standards for transient protection, grounding, bonding, shielding, environmental, and AC power operation. The FAA shall retain custody of the hardware and software. Modifications that are installed on the FAA equipment or system shall be tested to the most recent Site Acceptance Test (SAT), and ensure the vendor-connected equipment operates as it did prior to modification. The MOA will outline the details in Sections II, III, and/or VI.

g. In order to comply with the requirements of this order, a new authorization for release of NAS data must be obtained by all outside interests to replace existing agreements. Agreements between the FAA and all outside interests that were established under 1200.22B guidelines shall be submitted within 180 days of implementation of this order to the DRRC for evaluation. While existing data agreements are being reviewed, they will be considered valid and remain in effect until the new agreement is signed by all parties.

h. All approved agreements with outside interests shall be valid for a period not to exceed 2 years unless a time agreement exists in one of the conditions of paragraph 7a.

i. When a person or entity shares knowledge, services, or technology with a non-U.S. citizen in the United States, this is a deemed export. Any data requestor who employs such personnel, shall list each individual on FAA Form 1200-5 and provide a detailed explanation of the duties the non-U.S. citizen will perform as they relate to the data request.

j. If the FAA is supplying the technical documentation, interface equipment, or interface software, then the transaction needs to be reviewed by the FAA Office of the Chief Counsel (AGC) for export control aspects. Technical documentation and interface equipment may be subject to data rights restrictions. Data rights would not affect the data stream, but could impact the FAA's ability to release technical maintenance documentation or interface software needed to run on interface equipment at the requestor's end. AGC needs to review the data rights aspects of each transaction.

k. In cases where FAA data is available over common or public media, i.e., the Internet or broadcast radio, the requestor must ensure the output of this system is not an input to another NAS system without adequate security checks to ensure its validity.

## ***2. DATA RELEASE REVIEW COMMITTEE.***

The Data Release Review Committee (DRRC) is established to ensure the FAA discharges its responsibilities with regard to the protection and controlled release of NAS data, and/or the use of interface equipment, in a timely and responsible manner. The DRRC membership contains representatives from various organizations within the FAA who have an interest in exercising control over data release. Committee membership is augmented by representatives from various United States Government organizations, whose mission or mandated responsibilities require oversight and/or participation in decisions concerning the release of NAS data and/or the use of interface equipment. The DRRC is established by guidelines in the latest edition of Order 1110.30, Committee Management. Appendix 1, Data Release Review Committee Charter, spells out the specifics of the committee.

**10. RESPONSIBILITIES.**

Responsibilities for and the implementation of this policy, as well as the establishment, participation, and operation of the DRRC, lie with the following officials:

a. The Associate Administrator for Air Traffic Services, ATS-1, is responsible for:

- (1) Establishing and implementing the DRRC.
- (2) Providing approval of the original DRRC Charter and all subsequent changes to the document.
- (3) Ensuring a DRRC Chairperson is assigned.
- (4) Approving the final DRRC package.
- (5) Ensuring that a representative is appointed as a permanent member of the DRRC, as identified in the DRRC Charter.
- (6) Providing subject matter experts (ad hoc members) as required.

b. The Air Traffic Division, AXX-500, shall designate a regional representative. The regional representative is responsible for:

- (1) Providing the requester with FAA Form 1200-5, NAS Data Release Request and associated application procedures.
- (2) Coordinating with appropriate regional offices to ensure NAS Data Release Request forms are completed and final approval packages contain all required information for the DRRC final decision.
- (3) Monitoring continued compliance with conditions identified in the DRRC final decision.
- (4) Ensuring notification to all outside interests for the requirement to reapply, as specified in this order.

c. The Airway Facilities Division, AXX-400, shall designate a regional representative, who is responsible for:

- (1) Ensuring that if AF will maintain the outside interest's equipment, the requirements for maintenance are listed in the Memorandum of Agreement, Section II, Paragraph A. (See Appendix 2, Sample Memorandum of Agreement.)

(2) Adhering to all applicable policies and procedures to escort the outside interest into AF workspace, if the vendor installs, maintains, or removes the equipment.

(3) Providing a method of monitoring, or notifying the outside interest when her/his equipment fails. This method shall be described in the Memorandum of Agreement (MOA), Section II, Paragraph A.

d. The Office of the Chief Counsel, AGC-1, shall review all MOAs for NAS data releases for accuracy, validity, and legality.

## 11. PROCEDURES.

The process for requesting release of NAS data or use of equipment interfaces is:

a. Requests for release of NAS data or the use of equipment interfaces will be directed to the DRRC through the FAA regional office, AXX-510. If the requesting organization is a Program Office, Product Team, or Integrated Product Team, the request will be given to the DRRC Executive Secretary.

b. The requester will be provided a NAS Data Release Request Form (FAA Form 1200-5) which provides guidance for submitting a request.

c. The DRRC shall meet as required. The DRRC is the reviewing authority for release of NAS data to outside interests. The actions of the DRRC, as established by charter in Appendix 1, Data Release Review Committee Charter, shall result in one of the following decisions to the initial request:

(1) Request Invalidation, along with the supporting rationale, will be sent by the DRRC to the requester with notification to the regional office, as appropriate.

(2) A Request for Clarification, along with the supporting documentation, will be sent to the requester with notification to the regional office, as appropriate. This requires that the requester modify the submission in compliance with the direction provided by the DRRC and resubmit the NAS Data Release Request form for reconsideration.

(3) A Request Validation will be forwarded to the Requirements Branch, AXX-510, with guidance to proceed with a submission of the final package. The package will be prepared between the requestor and the regional office with the appropriate information requested to develop the NAS Change Proposal (NCP, FAA Form 1800-2) and a MOA. The MOA shall be developed in accordance with the Appendix 2.

d. When the final package has been completed, it will be returned to the DRRC for review and consideration. The DRRC actions on the final package will result in one of the following for ATS-1 action:

(1) Recommend Approval. ATS-1 will issue the requester the authority to receive NAS data.

(2) Recommend Disapproval. The disapproval decision from ATS-1, along with the supporting rationale, will be sent by the DRRC to the requester with notification to the regional office, as appropriate.

e. Outside interests shall reimburse the FAA for NAS data using the procedures prescribed in the latest edition of Order 2500.35, Reimbursable Agreements Covering Services and Materiel provided by the FAA.

ORIGINAL SIGNED BY

***Jane F. Garvey***

Administrator

## **APPENDIX 1. DATA RELEASE REVIEW COMMITTEE CHARTER.**

### **1. Purpose.**

Paragraph 8 of this order outlines the purpose of the DRRC.

### **2. Authority.**

The FAA Administrator shall designate ATS-1 to provide the oversight for the DRRC. ATS-1 will not authorize the DRRC to create lower level review committees. The charter shall be changed only with the approval of ATS-1, and upon recommendation of the DRRC. The DRRC chairperson has the final authority over the operation of the DRRC and all related matters.

### **3. DRRC Responsibilities.**

The responsibilities of the DRRC include, but are not limited to:

a. Performing DRRC functions as established in this order.



b. Maintaining and recommending proposed changes to the DRRC operating procedures.

c. Reviewing, evaluating, and making recommendations for approval or disapproval of data release requests to ATS-1. In reaching decisions or recommendations regarding proposed data release requests, the DRRC will give consideration to improving safety, efficiency, and operational effectiveness, while ensuring NAS system integrity, stated FAA strategic direction for NAS evolution, such as NAS architecture, the Operational Evolution Plan (OEP), and national security.

d. Initiating changes to the current version of Order 1200.22, Release of National Airspace System (NAS) Data and or Interface Equipment to Outside Interests.

e. Ensuring that proposed data release policy changes is communicated to all requesters and coordinated with the affected organizations.

f. Ensuring that all approved data release requirements have been met through Configuration Management and National Change Proposal (NCP) process.

g. Establishing and maintaining the Requester/Data Catalogue.

h. Defining the data elements under the purview of the DRRC, and ensuring that only appropriate data is posted on official or project web sites.

i. Ensuring that data release request documentation under the jurisdiction of the DRRC is approved in accordance with the current version of Order 1200.22.

j. Processing data release requests in accordance with procedures described in the DRRC operating procedures.

k. Documenting and tracking DRRC actions and decisions in accordance with the processes and procedures as defined in the DRRC operating procedures.

#### 4. DRRC Members.

The following contains the organizations and their functions as part of the DRRC:

a. DRRC Chairperson. ATS-1 will appoint the DRRC Chairperson.

(1) Ensuring the DRRC functions are implemented as described in this policy and as outlined in the DRRC Charter.

(2) Providing staffing and assigning an Executive Secretary for the DRRC.

(3) Ensuring concerned Government organizations outside the FAA are invited as permanent members of the DRRC, as appropriate.

(4) Providing recommendation to ATS-1 for FAA Form 1200-5, NAS Data Release Request, and final packages submitted to the DRRC.

b. Executive Secretary. Staffing of this position shall be the responsibility of ATS-1.

(1) Ensures that each FAA Form 1200-5, NAS Data Release Request, is processed and tracked from request initiation to final decision.

(2) Ensures that required DRRC documentation, FAA Form 1200-5, NAS Data Release Request, and the final packages are provided to committee members in advance of the DRRC meetings.

(3) Schedules and coordinates all DRRC meetings dates and arrangements. Absenteeism of DRRC permanent members will be recorded as a concurrence.

(4) Maintains all data pertinent to the functionality of the DRRC.

(5) Develops and maintains a database that tracks the status of all FAA Form 1200-5, NAS Data Release Request, and the DRRC final decisions.

c. Permanent Members. Permanent members of the DRRC shall include a representative from:

(1) Air Traffic Planning and Procedures (ATP).

(2) Office of Information Systems Security (AIS).

(3) Office of Civil Aviation Security Policy and Planning (ACP).

(4) Operations Support (AOS).

(5) NAS Operations (AOP).

(6) Office of Civil Aviation Security Intelligence (ACI).

(7) Joint Radar Planning Group (JRPG).

(3) Office of the Chief Counsel (AGC) This member serves in an advisory capacity and is a non-voting member.

(9) Office of Communications, Navigation, and Surveillance Systems (AND).

d. The DRRC Permanent Members are responsible for:

(1) Participating and/or ensuring proper representation to all scheduled meetings of the DRRC.

(2) Providing their organization's position at the DRRC meetings that will contribute to the final decision.

(3) Coordinating with subject matter experts within their organization to articulate their organization's position during the DRRC meeting, as appropriate.

(4) Ensuring regional compliance within the respective organization, as identified in this policy.

e. The following organizations may have representation as ad hoc, or subject matter expert members:

(1) Department of Transportation, US Coast Guard (USCG).

(2) Department of the Treasury, US Customs.

(3) Department of Defense (DoD).

(4) Department of Justice, Federal Bureau of Investigation (FBI).

f. Ad Hoc Members. Subject matter experts will augment the standing membership on a case by case basis, after coordination with the DRRC Chairperson. Ad Hoc Members are non-voting members who serve in an advisory capacity only and are limited to Federal Government employees.

#### 5. DRRC Administration.

The DRRC Executive Secretary will be responsible for ensuring that FAA Form 1200-5, NAS Data Release Request, and the final packages are provided to committee members in advance of scheduled DRRC meetings.

#### 6. Scheduled Meetings.

The DRRC secretary shall schedule DRRC meetings as follows:

- a. Quarterly.
- b. Whenever an additional meeting is required due to special circumstances.

**7. DRRC Recommendations and Decisions.**

The DRRC will provide advice or recommendations to ATS-1 for the final decision on the submitted package. The DRRC may ask for additional information or modifications performed on each package to satisfy the committee before forwarding the request to ATS-1.

**8. Delegation of DRRC Authority.**

The DRRC Chairperson may authorize FAA DRRC members to act as a chairperson via a memorandum to the DRRC Executive Secretary. DRRC permanent members can delegate specific authority (proxy) by a memorandum approved by the DRRC Chairperson. When a time critical or urgent processing of a data release request is necessary, the DRRC Chairperson shall call an emergency meeting of the DRRC. Questions and concerns regarding DRRC decisions will be addressed to the DRRC Executive Secretary and will be presented to the DRRC Chairperson for resolution.

**APPENDIX 2. SAMPLE MEMORANDUM OF AGREEMENT.**

**MEMORANDUM OF AGREEMENT**

**Federal Aviation Administration**

**(Insert name of AT Facility)**

**and the**

**(Insert name of outside interest)**

The (Insert name of outside interest) has requested that the Federal Aviation Administration (FAA) provide the outside interest access to certain flight track data to support the data requirements of the Environmental Impact Statement (EIS) Airport Noise Compatibility Planning under 14 CFR Part 150/Noise Abatement, or \_\_\_\_\_ for (Insert city and the name of the airport; include the three-letter identification code for the airport). The FAA agrees to provide and allow the outside interest to use certain data, as set forth in this Agreement. The FAA enters this memorandum of agreement pursuant to 49 United States Code

(USC) section 106 (l) 6. Therefore, the FAA and the outside interest agree to the following procedures, restrictions and responsibilities:

### ***I. DESCRIPTION.***

A. (Describe and specify the context of the data used, the purpose, and what equipment/system will be used for data collection. Refer to all applicable).

B. This Memorandum of Agreement ("Agreement") covers the requirements for (i) provision of the Data; (ii) use of the Data; (iii) installation, use and maintenance of the System.

### ***II. FAA RESPONSIBILITIES.***

A. (Accurately describe the specific responsibilities for the FAA. Use as many sub paragraphs as needed. For example, modifications to FAA equipment and systems must ensure continued reliable compatibility with the outside interest-owned equipment, etc).

B. Service interruptions may occur due to operational necessity, safety and security concerns, and/or hardware failure. Final authority to deny access to data in accordance with the terms of this agreement shall reside with the Air Traffic Manager, (AT Facility). The (AT facility) shall not be held responsible or retain any legal obligation as to the accuracy, validity, or continued availability of the data.

### ***III. OUTSIDE INTEREST RESPONSIBILITIES – USE OF ATC COMPUTER/RADAR DATA.***

A. (The applicable outside interest will provide a narrative of its responsibilities and duties for using the radar or computer data supplied by the FAA. Use as many sub paragraphs as necessary).

1. The outside interest shall supply the FAA with adequate compatible recording devices (discs or tapes).

2. All computer programs and equipment to be installed and operated in the (AT Facility) will be subject to FAA approval.

3. The outside interest shall provide all transportation and associated costs for transporting the discs or tapes.

4. Requests for copies of recorded data must be received by the (AT facility) not later than three days after the date of the requested data.

5. The outside interest shall not release any data or information pertaining to:

(Include any prohibitions developed through coordination with the Office of Civil Aviation Security Operations.)

6. The outside interest shall not release these data for use by law enforcement agencies or for use in any civil litigation, absent Court Order in any civil litigation, except pursuant to court order.

7. The outside interest shall not release these data if advised by the FAA that the data received contain information relating to an aircraft Incident.

8. The outside interest shall not use these data for legal action involving noise abatement regulation enforcement.

9. Indemnification by the outside interest. The outside interest agrees to indemnify and hold harmless the Government, its agencies, officers, and employees, from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including all costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the Government, its agencies, officers, and employees, arising out of the FAA providing this data, and arising out of acts or the omissions of the outside interest, its agents, contractors, or employees by reason of damage to, destruction of, misappropriation, or loss of property of the Government, its officers, employees and agents arising out of the act of omissions of the outside interest, its employees, and agents under this agreement, whether or not caused or contributed to by negligence on the part of the outside interest or its agents. In the event the outside interest holds or obtains insurance in support of this promise, an original or certified copy of a certificate of insurance shall be delivered to the FAA.

10. The outside interest shall pay the cost, as determined by the FAA contracting officer, of producing and/or supplying any utilities, including telephone lines. The requestor shall also pay for other services furnished by the Government or through Government-owned facilities for the use of the outside interest's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services.

11. The outside interest agrees that any property of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the outside interest to the satisfaction of the FAA contracting officer or in lieu of such repairs or replacement, the outside interest shall, if so required by the contracting officer, pay to the United

States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

12. The outside interest shall not release raw, unprocessed FAA data to the public, unless required by law; however, the outside interest may publicly release reports and analyses derived from the data, such as average flight trajectories and average flight events over a given point or track during designated time periods, as well as other derived data of a similar nature subject to the provisions of all other paragraphs of this agreement. At FAA's request, copies of all reports shall be provided to FAA.

13. Additional procedures and restrictions, as required.

14. The outside interest shall direct requests and deliver discs/tapes to: (AT Facility name, address, and phone number).

#### ***IV. INTERAGENCY COMMUNICATIONS.***

A. The outside interest shall direct communications to: (Provide the complete mailing address for the FAA facility).

B. The FAA shall direct communications to: (Insert the complete mailing address for the outside interest).

#### ***V. TERMINATION OF AGREEMENT.***

A. Either party may terminate this Agreement by giving the other party ninety (90) days written notification. The duration of this Agreement shall not exceed two years from the date signed by all parties.

#### ***VI. ADDITIONAL PROCEDURES AND RESTRICTIONS.***

A. (Describe individually, by separate sub paragraph, each additional restriction and procedure that may apply).

#### ***VII. DATA COVERED BY THIS AGREEMENT.***

For purposes of the Agreement, the "Data" shall be defined as follows:

(Describe the specific data here, and name the location; e.g., XYZ ASR-9).

#### ***VIII. SYSTEM REVIEW.***

The FAA and the outside interest agree to conduct a review, at the request of either party, to determine whether the system is operating in accordance with the specifications of this Agreement and to examine the need for modifications to this

Agreement or to the operation of the system. The FAA and the outside interest will coordinate the location, time, and agenda of the review sessions. (Insert a time interval here, if applicable)

The FAA and the outside interest concur with the provisions of this Agreement as indicated by the signatures of their duly authorized officials.

FEDERAL AVIATION ADMINISTRATION	OUTSIDE INTEREST (fill in name)
By: _____ (Name and title)	By: _____ (Name and title)
Date: _____	Date: _____
By: _____ (Name and title)	
Date: _____	

### APPENDIX 3. FAA FORM 1200-5, NAS DATA RELEASE REQUEST

OMB Approved 2120-0668

<i>NAS DATA RELEASE REQUEST</i>		
<i>Paperwork Reduction Act Statement: This data is collected to assess the validity of your request for approval/disapproval. It will take approximately 27 hours or less to complete this form. The collection is mandatory, and all information collected shall be kept confidential. An agency may not collect, and a person is not required to respond to an information collection, unless it displays a currently valid OMB Control Number.</i>		
1. Business/Organization Name	2. Business Phone Number	
3. Address (Street, City, State, ZIP Code)		
4. Point of Contact (POC) Name	5. Phone Number	6. Full E-mail Address
7. Are you currently receiving NAS data? Yes No (if no, skip to #10)		



8. Indicate your authority to access NAS Data: Memorandum of Agreement Government Contract Other <i>(Explain)</i> <i>(Attach documentation)</i>		
9. Indicate if you have an approved NCP(s) of file: Yes No If yes, list the case file number(s):		
10a. Type of data you are requesting: Delayed Recorded 10b. Describe the data requested: <i>(Attach additional sheets)</i>		
11. Describe your proposed method for acquiring data: <i>(Attach additional sheets)</i>		
12. Describe the nature of your organization/business and the purpose for this request. <i>(Attach additional sheets)</i>		
13. Describe your sensitive data filtering process. <i>(Attach additional sheets)</i>		
14. List any non-U.S. citizen personnel you will employ for this data request. Explain his/her duties in relation to this data request. <i>(Attach additional sheets)</i>		
<b>FOR OFFICE USE ONLY:</b>	<b>Request Date // Issue Date //</b>	<b>Package Date // Review Date //</b>

FAA FORM 1200-5 (2/02) Local Reproduction Authorized NSN: 0052-00-923-3000

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## INSTRUCTIONS

**If you require additional space to provide your answers, write them on a separate sheet preceded by the item number and attach them to this request.**

1. Enter the complete registered name of the business or organization that has authority for all operations.
2. Enter the phone number of the business or organization.
3. Enter the complete address of the business or organization.
4. Enter the Point of Contact (POC) who will have the delegated authority. If this person is the same as the one stated in 3, indicate by entering "same as above."
5. Enter the phone number of the POC. If this person is the same as the one stated in item 4, indicate by entering "same as above."
6. Enter the business or organization's e-mail address.
7. Check the appropriate box. If the answer is "Yes," attach a copy of the appropriate documentation.
8. Check the appropriate box.
9. Indicate whether or not you have an approved NAS Change Proposal (NCP) with the FAA and include that number. If you have more than one NCP, list all NCP numbers.
10. Describe the type of data you are requesting -- location, facility, exact data sought. Be as specific as possible.
11. Describe your method for accessing NAS data. Tell what your equipment will do, how it will operate, the method of filtering, and any other capabilities as required.
12. State the type of business you operate and the specific purpose for using the NAS data.
13. List, in specific detail, your filtering process and data safeguard procedures.
14. Provide the names of any non-U.S. citizen personnel you plan to employ for this data request, along with the scope and nature of work the individual will perform.

**NOTE:** This form may also be down loaded from the AOP-300 website at:  
<http://www.faa.gov/ats/aaf/aop/300/1200.22/>

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**Exhibit C:**

**AMS Clause 3.2.5-1 “Officials Not to Benefit,” and AMS  
Clause 3.2.5-7 “Disclosure Regarding Payments to  
Influence Certain Federal Transactions”**

### **3.2.5-1 Officials Not to Benefit (April 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

(End of clause)

### **PRESCRIPTION**

Shall be used in SIR's and contracts (in accordance with 41 U.S.C. 22).

### **3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**

(a) Definitions.

- (1) "The Act," as used in this clause, means section 1352, title 31, United States Code.
- (2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(l), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..
- (3) "Covered Federal action," as used in this clause, means any of the following Federal actions:
  - (i) The awarding of any Federal contract.
  - (ii) The making of any Federal grant.
  - (iii) The making of any Federal loan.
  - (iv) The entering into of any cooperative agreement.
  - (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
  - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
  - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
  - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
  - (8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - (9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  - (10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  - (11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - (12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
  - (13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.
- (b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does

not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any

disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

### **PRESCRIPTION**

Shall be used in SIR's and contracts expected to exceed \$100,000 (in accordance with 31 U.S.C. 1353).



**Appendix B:**  
**ASDE-X DD Frequently Asked Questions (FAQs)**

## **ASDE-X DD Frequently Asked Questions (FAQs)**

***“What happens if someone pays to install the equipment inside the FAA building and then the data that they were expecting does not meet their expectation?”***

**A:** The FAA does not guaranty the accuracy of ASDE-X data (See section 3.G. of the ASDE-X MOA for further details). However there are options such as the purchase and installation of additional RU's.

***“Will an interested customer be able to view an example of displayed data at the FAA site before they commit to spending money?”***

**A:** There is no ability for an interested user to 'preview' DD data since the DD Rack must be installed and configured for any DD data to be available.

***“When can I get it installed in my ramp tower and where do I purchase what I need to do it?”***

**A:** The DD rack itself is installed in the ATC Tower. The purchase and installation of any end-user equipment is the responsibility of the end-user.

***“Who should I write the check to?”***

**A:** Any DD payments related to the rack or RUs should be coordinated through your local airport POC. Any payments related to telecom services or other end-user equipment such as data processing or display equipment are the responsibility of the end-user.

***“Will I be able to see aircraft that are on the ramp (at the gates)? If not, how can I arrange for that to happen?”***

**A:** Yes although coverage and accuracy in the ramp area can vary from good to poor. To achieve the best results you should have pilots turn on their transponders as soon as it is safe to do so. In addition the purchase and installation of additional RU/s may be required in order to provide optimum coverage in the ramp area.

***“Will I be able to see SMR only targets?”***

**A:** Yes assuming that the SMR can see the aircraft (e.g. the line of sight for the SMR to the aircraft has nothing blocking the view).

***“If I need to purchase additional RU's to see my ramp areas, who will maintain the additional RU's. What costs will I incur?”***

**A:** Technical Operations Services will be responsible for maintaining the RUs. The end-user or the airport, depending on the cost reimbursement model chosen by your airport, is responsible for the costs associated with additional RUs. These costs may include the following:

- Purchase of additional RUs
- Installation including site prep and cabling
- Optimization (Note: there may be no additional costs if the RUs are installed early enough to enable their optimization along with the baseline system).

***“If I purchase additional RU's will these RU's be used for additional coverage of the movement areas? If so, why should I incur the total cost of the hardware and installation?”***

**A:** It is not really practical to remove a given set of RUs from the ASDE-X Multilateration solution, nor would it be desirable to do so even if it were practical. If we were to exclude any contribution of any set of RUs from the multilateration solution, then we would have effectively removed those RUs from the system and no end-user could receive data from those RUs. The number of and location of the baseline RU's are chosen in order to meet all of the movement area coverage requirements therefore any additional RUs purchased will be solely to meet the end-users coverage requirements.

***“How much will it cost me to purchase the hardware and installation? Is there a cost breakdown that I can review?”***

**A:** It is outside the scope of this document to provide cost data given the range of possible configurations along with changes to costs over time. For further information contact your FAA PMO POC.

***“Will the FAA pay for initial installation costs at the site and then charge monthly fees to use the data? If not, why not? Why should I incur the initial costs and then my competitors use the system for free?”***

**A:** It is not the intention of the FAA to charge any fees for DD data services. Any possible cost reimbursement approaches should be discussed with your local airport POC.

***“Who will maintain the DD infrastructure inside the FAA building?”***

**A:** Technical Operations Services is responsible for DD maintenance up to the facilities communication demarcation panel. All end user Telco equipment from that point 'outward' is the responsibility of the end user.

***“Will we have a contact person at FAA that we can call to determine if a problem with a feed is inside the FAA building or on my end? If the problem is inside the FAA building and is only a problem with the DD rack, will the service to repair the system be free for me?”***

**A:** You should contact your local Technical Operations Services representative for assistance. There is no charge for this service.

***“I know that if the problem is on my end I will have to pay for it. My question is how do we know it is on my end unless I can call someone from FAA to look at the system first?”***

**A:** There are technical features of the DD feed such as the “heartbeat” and status messages that were implemented to assist you in troubleshooting and monitoring your DD feed. IF you should experience a total loss of your DD feed, then your Technical Operations Services POC should be able to quickly determine whether the problem lies within the FAA or Sensis provided equipment.

***“Will the above POC be available 24/7?”***

**A:** Depending on the airport level, Technical Operations Services Technician availability and response times will vary.

***“If I choose to purchase a recording device will I be allowed to playback the data if I want to use it as a training device for a past event or refresher tool for training. I know that I can't sell the data to CNN news. I will want to use the recorded data for internal training.”***

**A:** Yes you may use recorded ASDE-X data for internal purposes such as training, provided that you have not been directed to destroy or delete that data. For further information please refer to your MOA.

***“When there is a scheduled outage of the ASDE-X system, will I be consulted first or will I merely be informed that the system is out of service for FAA maintenance?”***

**A:** The MOA states that “...the FAA will attempt to notify the outside interest prior to the interruption of DD service due to scheduled maintenance...”. Due to the number of potential end-users and the priority assigned to maintenance of the ASDE-X system it is not practical to consult with end-users prior to taking the system down for scheduled maintenance. For further information please refer to your MOA.

***“Relating to filtering, will I be allowed to monitor and view all aircraft and vehicles and not just my own airline?”***

**A:** Yes. This design decision was made for safety considerations to support using DD for ramp control as well as more practical reasons related to administering the user configurations.

**Appendix C:**

**FAA Order 1200.22C: NAS Data Interface Equipment  
Used by Outside Interests, February 6, 2002**

**ORDER**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**1200.22C****SUBJECT: NAS Data and Interface Equipment Used by  
Outside Interests****02/06/02****1. PURPOSE.**

This order prescribes the policy on the release of National Airspace System (NAS) data and the use of interface equipment by persons or agencies outside the Federal Aviation Administration (FAA) and the United States Government, which are not otherwise authorized access to this data by public law or existing agreements or contracts duly executed by the Government. This order does not prohibit the FAA Research and Development (R&D) projects, when working with outside interests from interfacing to the operational NAS computer and sharing radar data or equipment at the time of test or demonstration, nor shall it prohibit or limit projects within the NAS. This order establishes the Data Release Review Committee. This order does not affect, modify, or control the FAA's legal obligation relating to the release of NAS data under the Freedom of Information Act (FOIA), 5 USC 552. Agreements made with foreign countries are outside the scope of this order.

**2. DISTRIBUTION.**

This order is distributed to the Associate Administrators for Research and Acquisitions and Air Traffic Services; to the Offices of Information Systems Security and Chief Counsel; to the division level in Airway Facilities, Air Traffic, and Air Traffic System Requirements in Washington; to the division levels in the Academy and Logistics Center at the Aeronautical Center and the Technical Center; to the branch level in the regional Air Traffic and Airway Facilities divisions, and to all Air Traffic and Airway Facilities field offices with a maximum distribution. This distribution also includes special offices within Department of Defense, Department of Transportation, Department of Justice, and Department of Treasury.

**3. CANCELLATION.**

Order 1200.22B, Use of National Airspace System (NAS) Computer and Radar Data or Equipment by Outside Interests, dated April 14, 1993, is canceled.

**4. EFFECTIVE DATE.**

This order is effective April 1, 2002.

## **5. EXPLANATION OF CHANGES.**

This revision:

a. Updates the policy, procedures, and approving authority for the release of NAS data and the use of interface equipment to outside interests, which are not otherwise authorized access to this data by public law, existing agreements, or contracts duly executed by the Government.

b. Establishes the Data Release Review Committee (DRRC) with its charter to evaluate all requests that do not meet the policy for access to NAS data.

c. Changes coordination procedures with the FAA Intelligence and Security Divisions, Department of Defense (DoD), and other Federal and State Government Agencies.

d. Establishes FAA Form, 1200-5, NAS Data Release Request.

e. Transferred the Office of Primary Responsibility (OPR) for this order from Air Traffic (AT) to Airway Facilities (AF).

## **6. BACKGROUND.**

a. Outside agencies frequently request NAS data and/or the use of interface equipment. The frequency of these requests has dramatically increased in recent years as a result of evolving technology and the potential economic benefit for the requestor. Requests for information cover a broad spectrum of information, including delayed and recorded data.

b. Air Traffic facilities routinely handle sensitive information for DoD and many other Federal, State, and local Government agencies. Permitting outside interests to directly monitor or extract information through routine real-time queries of the computer system would compromise the security of these operations. Safeguards must be taken to prevent unauthorized outside interests from obtaining access to any NAS data identified as mission sensitive by DoD, or other Federal, State, or local Government agencies.

## **7. DEFINITIONS.**

The following definitions are for the purpose of this order only:

a. Data Release Review Committee (DRRC). The governing committee chartered with the protection and controlled release of NAS data in a timely and responsible manner. Its members are comprised of representatives from FAA

internal organizations and other various Government organizations; i.e., DoD, external to the FAA whose mandated responsibilities require oversight of, and/or participation in, decisions concerning the release of NAS data.

b. Delayed Data. Any data processed by a NAS system, which is delayed in time more than 15 minutes from its origin to its final destination, by some kind of electronic and/or physical control process.

c. Filtered Data. Any data processed by a NAS system subject to an editing process.

d. Interface Equipment. Any piece of equipment, a system or subsystem that has the capability to connect directly or indirectly to the NAS system.

e. Interface Software. The programming used to facilitate error-free data transfer between the FAA equipment and the outside interest receiving facility.

f. Joint Radar Planning Group (JRPG). The permanent interagency committee established to provide continuous coordination and oversight of activities for the operation and maintenance of the Joint Surveillance Systems (JSS) radars.

g. NAS Data. Automation, surveillance, navigation, communications, and weather information used for Air Traffic Control (ATC) purposes once beyond the processor and into the NAS interface for the appropriate system. NAS data does not include data that has entered the DoD communications interface at each site.

h. Outside Interest. A person, group, office, airport authority, or organization outside the United States Government.

i. Real-Time Data. Any data processed by a NAS system that is not intentionally delayed from its original structure and/or process.

j. Recorded Data. Processed ATC information written on optical, magnetic, or paper media by a system.

k. Requester. An outside interest submitting the request for NAS data.

l. Sensitive Data. The term includes data whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission. This includes, but is not limited to:

(1) Joint-use radar systems;

(2) Joint Surveillance System (JSS);



- (3) FAA or DoD flight inspections;
- (4) Contains military mission information (training missions, MODE-4, Air Force-1, Air Force 2);
- (5) Law enforcement or other sensitive activity;
- (6) Requests made by a foreign government, air carrier or corporation. This also applies to United States citizens or corporations acting as agents for any foreign entity;
- (7) Any offshore FAA radars, including Alaska, Hawaii, Guam, the Panama Canal Zone, and Puerto Rico;
- (8) Radar information being used by law enforcement agencies;
- (9) All requests for real-time data;
- (10) Any request for computer or radar data that will require interface with FAA-owned or FAA-leased telecommunications equipment or line;
- (11) Any request for air traffic management computer data;
- (12) Any airport surveillance radar (ASR) system that serves a military base, complex, or any ATC special use airspace as well as nearby civilian airports. Examples are U.S. Strategic Command Headquarters, Colorado Springs, North American Aerospace Defense Command, Norfolk Naval Air Station, Patuxent Restricted Area (R-4006), Farmville Military Operation Area (FVX MOA), and the airspace surrounding DCA.

m. Unfiltered data. Any radar or automated data, provided through an interfacility line, data link, satellite transmission, or any other mode so as to extract on-line data which have not been previously recorded, have not been subject to Air Traffic oversight for the presence of accident, incident, suspected error, deviation, airspace incursions, or any other possible or suspected situations that might require internal investigation, or includes information concerning sensitive and/or controlled national defense, law enforcement, or security organization data.

## **8. POLICY.**

a. The FAA shall not release sensitive NAS data, data formats, or source codes, nor will it permit unauthorized outside interests to interface with FAA NAS equipment. Persons or agencies that are non-Government and/or non-law enforcement entities are not authorized access to NAS data unless one of the below conditions apply.

(1) Required to satisfy a contract or agreement to which the FAA is a party, or has otherwise given approval.

(2) Determined by the agency, in accordance with its responsibilities under the Federal Aviation Act, that its use is in the furtherance and promotion of aviation safety and efficiency.

(3) Approval of a request by ATS-1 after review and recommendation by the DRRC.

b. Real-time NAS data shall only be released to the appropriate United States Government agencies, law enforcement organizations, and the National Transportation Safety Board (NTSB) as operationally required.

c. Outside interests shall only receive filtered and/or delayed NAS data if the conditions of 7a are satisfied, and are prohibited from selling or providing this information to a third party without specific written permission from the FAA. See Appendix 2, Sample Memorandum of Agreement (MOA). Filtering and delay of NAS data will be accomplished internal to the facility from which the data is obtained and will be the responsibility of FAA personnel, as determined by the DRRC, to monitor this process for compliance.

d. If AF will maintain the equipment, the outside interest will provide access and training to authorized FAA personnel for all hardware, software, and procedures used in processing NAS data. All costs will be absorbed by the outside interest. This will be specified and agreed to by both parties in the MOA.

e. All outside interests that make a request for release of data shall be subject to verification of the need to acquire NAS data. The requestor shall document the data request purpose as outlined in Appendix 3, FAA Form 1200-5, NAS Data Release Request, Section 12.

f. Interface equipment connected to the NAS shall be under, and conform to configuration management as defined in the latest edition of Order 1800.66, Configuration Management Policy. The interface shall be tested by AOS, or the appropriate test organization, to ensure it does not adversely affect operation of the NAS. The requester shall provide the necessary hardware and software that shall filter such data prior to leaving the facility. The requester-provided interface equipment shall meet FAA standards for transient protection, grounding, bonding, shielding, environmental, and AC power operation. The FAA shall retain custody of the hardware and software. Modifications that are installed on the FAA equipment or system shall be tested to the most recent Site Acceptance Test (SAT), and ensure the vendor-connected equipment operates as it did prior to modification. The MOA will outline the details in Sections II, III, and/or VI.

g. In order to comply with the requirements of this order, a new authorization for release of NAS data must be obtained by all outside interests to replace existing agreements. Agreements between the FAA and all outside interests that were established under 1200.22B guidelines shall be submitted within 180 days of implementation of this order to the DRRC for evaluation. While existing data agreements are being reviewed, they will be considered valid and remain in effect until the new agreement is signed by all parties.

h. All approved agreements with outside interests shall be valid for a period not to exceed 2 years unless a time agreement exists in one of the conditions of paragraph 7a.

i. When a person or entity shares knowledge, services, or technology with a non-U.S. citizen in the United States, this is a deemed export. Any data requestor who employs such personnel, shall list each individual on FAA Form 1200-5 and provide a detailed explanation of the duties the non-U.S. citizen will perform as they relate to the data request.

j. If the FAA is supplying the technical documentation, interface equipment, or interface software, then the transaction needs to be reviewed by the FAA Office of the Chief Counsel (AGC) for export control aspects. Technical documentation and interface equipment may be subject to data rights restrictions. Data rights would not affect the data stream, but could impact the FAA's ability to release technical maintenance documentation or interface software needed to run on interface equipment at the requestor's end. AGC needs to review the data rights aspects of each transaction.

k. In cases where FAA data is available over common or public media, i.e., the Internet or broadcast radio, the requestor must ensure the output of this system is not an input to another NAS system without adequate security checks to ensure its validity.

## ***2. DATA RELEASE REVIEW COMMITTEE.***

The Data Release Review Committee (DRRC) is established to ensure the FAA discharges its responsibilities with regard to the protection and controlled release of NAS data, and/or the use of interface equipment, in a timely and responsible manner. The DRRC membership contains representatives from various organizations within the FAA who have an interest in exercising control over data release. Committee membership is augmented by representatives from various United States Government organizations, whose mission or mandated responsibilities require oversight and/or participation in decisions concerning the release of NAS data and/or the use of interface equipment. The DRRC is established by guidelines in the latest edition of Order 1110.30, Committee Management. Appendix 1, Data Release Review Committee Charter, spells out the specifics of the committee.