

Griffiss International Airport



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Request for Proposals No. 2026-458

Professional Services for the Oneida County FAA-Designated Unmanned Aircraft System (“UAS”) Test Site and SkyDome

County of Oneida
Griffiss International Airport

September 14, 2026

Submittal Due Date:
OCTOBER 16, 2026

Mailing Address:
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660 Hangar Road, Suite 223
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1. PROJECT BACKGROUND AND INVITATION TO PROPOSE

Oneida County (the “Owner”) owns, operates, or otherwise sponsors Griffiss International Airport (the “Airport”), a federally funded, towered airport located in Rome, New York, in the center of New York State. The Airport is part of the larger Griffiss Business & Technology Park. The 3,552-acre park is a former United States Air Force Base, which was closed in 1995 by the federal Base Realignment and Closure Commission (BRAC). Since its closure, nearly \$980 million in public and private funds has been invested in the park, and its revival and transformation continues. Today, the park is still home to the Air Force, along with more than 75 different employers in the C⁴I and Cybersecurity, Unmanned Systems, Distribution, Manufacturing, Aviation, Medical and Education sectors. These employers employ approximately 5,890 people – the largest concentrated employment center in Central New York. (See Attachment A) for basic facts about the Airport).

The Airport is a Part 139 general aviation airport, with Class D airspace, a runway that is 1,820 ft. long and 200 ft. wide, with a Pavement Classification Number of 71. The Airport has been designated by the Federal Aviation Administration (“FAA”) as an unmanned aircraft systems (“UAS”) Test Site pursuant to applicable federal authority and FAA requirements (hereinafter, the “NYUASTS”). The NYUASTS provides an opportunity to conduct controlled UAS research, development, testing, evaluation, demonstration, training, and related activities in coordination with Airport and air traffic operations. The FAA UAS Test Site Program facilitates the research, development, testing, and evaluation of public and civil UAS technologies. The NYUASTS offers unique geographical terrain, dedicated hangars, digital infrastructure, and proprietary Certificates of Waiver or Authorization (“COAs”). The site actively supports critical research areas including Beyond Visual Line of Sight (BVLOS) flight validation; UAS Traffic Management (UTM) and C2 link testing; and AAM and multi-platform drone delivery systems.

Because the NYUASTS is located at a federally funded and towered airport, its operation requires an unusually high degree of coordination among UAS activities, conventional aviation operations, airport safety programs, ATC procedures, FAA requirements, security requirements, and applicable federal, state, and local laws.

The Owner also owns SkyDome, an indoor, instrumented UAS experimentation and testing facility designed to support research, development, integration, validation, and demonstration of UAS and associated Internet of Things (“IoT”), autonomy, communications, sensing, cybersecurity, and cyber-physical system technologies. SkyDome provides a controlled environment in which UAS and associated technologies can be developed and evaluated without the operational constraints, weather dependencies, and airspace coordination requirements associated with outdoor flight testing.

The Owner seeks to position its UAS testing assets, infrastructure and capabilities as a leading UAS testing and innovation resource within the United States.

The Owner invites qualified organizations, companies, academic institutions, nonprofit organizations, or other qualified entities (“Proposer”) to submit proposals to provide one, all, or any combination of the following:

SCOPE A – PROVIDE DAY-TO-DAY OPERATIONAL MANAGEMENT SERVICES FOR THE NYUASTS

SCOPE B – PROVIDE DAY-TO-DAY OPERATIONAL MANAGEMENT SERVICES FOR SKYDOME

SCOPE C – PROVIDE TECHNICAL SERVICES FOR THE NYUASTS

SCOPE D – PROVIDE TECHNICAL SERVICES FOR SKYDOME

SCOPE E – PROVIDE MARKETING SERVICES FOR THE NYUASTS

SCOPE F – PROVIDE MARKETING SERVICES FOR SKYDOME

The Owner may award each Scope separately, a combination of Scopes or to a single successful Proposer, or all Scopes to a single successful Proposer (each, a “Contractor”). In the event that Scope(s) are awarded to separate Contractors, each Contractor is expected to fully cooperate with each other and the Owner as necessary.

The purpose of this RFP is to obtain qualified personnel and operational expertise to ensure that each facility is operated safely, efficiently, professionally, and in accordance with applicable requirements.

This RFP is not intended to transfer ownership, development rights, commercialization rights, or strategic control of either facility to the Contractor(s).

2. GENERAL OPERATING PRINCIPLES

The Contractor(s) shall be responsible for the routine, day-to-day operation of the facility or facilities awarded to it.

The Owner shall retain ownership and overall control of the facilities, infrastructure, equipment, and strategic direction.

The Contractor(s) shall operate the facilities in accordance with:

- applicable federal requirements;
- applicable FAA requirements;
- Airport rules and procedures (see Attachments B and C);
- Owner policies;
- approved operating procedures;
- applicable safety requirements; and
- the terms of the final operating agreement.

The Contractor(s) shall not make material changes to the facilities, operating procedures, equipment, or use of the facilities without the Owner’s prior written approval.

3. SCOPE OF SERVICES

3.A. SCOPE A – DAY-TO-DAY OPERATIONAL MANAGEMENT SERVICES FOR THE NYUASTS

3.A.1. General Operations

The Contractor shall provide personnel and services necessary for the routine operation of the NYUASTS. An overview of the NYUASTS facilities, equipment, infrastructure and capabilities is provided in Attachment D.

Responsibilities shall include:

- Performing all technical, testing and reporting requirements of the Test Site Operator as detailed in the Other Transaction Agreement between the FAA and the Owner (attached hereto as Attachment E) on behalf of the Owner, including but not limited to safety consultants, operations consultants, and UAS pilots;
- opening and closing the facility;
- maintaining the testing schedule;
- coordinating customer access;
- coordinating daily flight-test activities;
- preparing testing areas for scheduled activities;
- conducting pre-operation checks;
- maintaining operational logs;
- monitoring facility conditions;
- coordinating access to designated testing areas;
- maintaining communications with appropriate airport personnel;
- maintaining required operational records; and
- reporting operational issues to the Owner.

3.A.2. Flight-Test Support

The Contractor shall provide reasonable operational support for authorized UAS testing activities, including:

- test-area preparation;
- flight-test coordination;
- customer check-in and orientation;
- verification of required documentation;
- coordination of approved operating areas;

- coordination of communications;
- monitoring of testing activities as required by established procedures;
- post-test area inspection; and
- documentation of test activities.

The Contractor shall not authorize operations that are outside the Contractor's authority or applicable FAA, airport, or Owner requirements.

3.A.3. Airport Coordination

Because the NYUASTS is located at a federally funded and towered airport, the Contractor shall coordinate day-to-day Test Site activities with appropriate airport personnel and, where applicable, FAA air traffic control personnel.

The Contractor shall follow all airport operating procedures applicable to the Test Site.

The Contractor shall immediately notify the Owner of any operational issue that could affect:

- airport operations;
- aircraft operations;
- public safety;
- UAS operations;
- airspace;
- airport property; or
- regulatory compliance.

3.A.4. Safety

The Contractor shall implement and follow the Owner-approved safety procedures applicable to the Test Site.

Daily safety responsibilities shall include:

- conducting required pre-operation inspections;
- maintaining safe operating areas;
- identifying hazards;
- communicating operating restrictions;
- documenting incidents and near misses;
- maintaining emergency procedures;
- responding to operational emergencies; and

- immediately notifying the Owner of significant safety events.

The Contractor shall have authority to pause or stop an operation when the Contractor reasonably believes that continuing the operation presents an immediate safety risk.

3.A.5. Equipment and Facilities

The Contractor shall conduct routine inspections of Owner-provided equipment and infrastructure used in daily operations (refer generally to Attachment D for existing equipment and infrastructure).

Routine responsibilities may include:

- inspection;
- minor operational maintenance;
- equipment inventory;
- identifying defective equipment;
- reporting maintenance needs; and
- coordinating repairs approved by the Owner.

The Contractor shall not undertake major repairs, modifications, or capital improvements without Owner approval.

3.A.6. Customer and Visitor Management

The Contractor shall manage routine customer and visitor access to the NYUASTS. Responsibilities shall include:

- scheduling;
- check-in/check-out;
- site orientation;
- facility rules;
- access control;
- coordination of testing areas;
- maintaining visitor records where required; and
- ensuring that customers comply with applicable facility procedures.

The Contractor shall not be responsible for the customer's engineering, aircraft design, regulatory certification, or business operations unless separately agreed in writing.

3.A.7. Hours of Operation

The Proposer shall recommend proposed standard hours of operation for the NYUASTS, and shall provide a mechanism for customers to request operations outside normal hours, subject to Owner approval and any applicable additional fees.

3.A.8. Maintenance

The Contractor shall be responsible for routine operational maintenance of existing equipment, and any additional equipment added to the NYUASTS during the term of the contract (refer generally to Attachment D for existing equipment and infrastructure). Routine maintenance includes activities such as:

- inspection;
- minor adjustments;
- consumable replacement;
- routine equipment checks; and
- reporting maintenance requirements.

Capital repairs, major equipment replacement, facility modifications, and significant infrastructure improvements shall remain the responsibility of the Owner unless otherwise agreed.

3.A.9. Safety and Incident Reporting

The Contractor shall maintain an incident reporting system for each facility. The Contractor shall immediately notify the Owner of:

- accidents;
- injuries;
- aircraft incidents;
- property damage;
- significant equipment failures;
- security incidents;
- cybersecurity incidents;
- regulatory violations;
- airport operational conflicts; and
- other significant events.

The Contractor shall provide a written incident report within 24 hours or such other period established by the Owner.

3.A.10. Records and Reporting

The Contractor shall maintain accurate operational records. At a minimum, records shall include:

- facility utilization;
- customer activity;
- testing activity;
- operating hours;
- equipment use;
- equipment failures;
- maintenance;
- incidents;
- safety events;
- facility access; and
- other information reasonably requested by the Owner.

The Contractor shall provide the Owner with a monthly operating report summarizing facility activity and performance in a format consistent with the FAA OTA.

3.A.11. Transition and Implementation Plan

The Proposer shall provide a detailed transition and implementation plan.

3.B. SCOPE B – DAY-TO-DAY OPERATIONAL MANAGEMENT SERVICES FOR SKYDOME

3.B.1. General Operations

The Contractor shall provide day-to-day operational management of SkyDome as an indoor UAS, IoT, and cyber-physical systems experimentation and testing facility. An overview of the SkyDome facilities, equipment, infrastructure and capabilities is provided in Attachment F. Routine responsibilities shall include:

- opening and closing the facility;
- scheduling facility use;
- customer check-in;
- facility orientation;
- maintaining testing areas;
- operating Owner-provided systems and equipment;
- conducting routine inspections;

- maintaining operational logs;
- coordinating customer activities;
- maintaining a safe testing environment; and
- reporting operational issues to the Owner.

3.B.2. SkyDome Testing Support

The Contractor shall provide operational support for authorized activities conducted within SkyDome. Potential activities may include:

- UAS testing;
- robotics testing;
- autonomous systems testing;
- IoT experimentation;
- cyber-physical systems experimentation;
- sensor testing;
- communications testing;
- navigation testing;
- artificial intelligence and machine-learning experimentation;
- hardware-in-the-loop testing;
- software-in-the-loop testing;
- simulation;
- cybersecurity experimentation;
- other activities approved by the Owner; and
- other uses as presented to or as created/initiated by the Contractor.

The Contractor's responsibility shall be to operate and support the facility, rather than to assume responsibility for the technical performance or research objectives of the customer.

3.B.3. SkyDome Equipment Operations

The Contractor shall operate Owner-provided SkyDome equipment in accordance with Owner-approved procedures (refer generally to Attachment F for existing equipment and infrastructure). The Contractor shall:

- perform routine equipment checks;
- maintain equipment logs;
- monitor equipment condition;

- assist customers with basic facility operation;
- report equipment failures;
- coordinate maintenance;
- maintain equipment inventories; and
- ensure equipment is properly secured when not in use.

The Contractor shall not modify, reconfigure, or replace Owner equipment without authorization.

3.B.4. Safety

The Contractor shall implement and follow the Owner-approved safety procedures applicable to SkyDome. Daily safety responsibilities shall include:

- conducting required pre-operation inspections;
- maintaining safe operating areas;
- identifying hazards;
- communicating operating restrictions;
- documenting incidents and near misses;
- maintaining emergency procedures;
- responding to operational emergencies; and
- immediately notifying the Owner of significant safety events.

The Contractor shall have authority to pause or stop an operation when the Contractor reasonably believes that continuing the operation presents an immediate safety risk.

3.B.5. Customer and Visitor Management

The Contractor shall manage routine customer access and facility use. The Contractor shall:

- Maintain an accurate schedule;
- Confirm customer reservations;
- Provide required orientation;
- Ensure customers understand facility rules;
- Maintain access records;
- Coordinate use of shared equipment and spaces;
- Document damage or operational incidents; and
- Notify the Owner of significant customer issues.

The Owner shall retain authority over customer agreements, pricing, commercial terms, and strategic relationships unless otherwise specifically delegated.

3.B.6. Hours of Operation

The Proposer shall recommend proposed standard hours of operation for SkyDome, and shall provide a mechanism for customers to request operations outside normal hours, subject to Owner approval and any applicable additional fees.

3.B.7. Maintenance

The Contractor shall be responsible for routine operational maintenance of the existing equipment and any additional equipment added to SkyDome during the term of the contract (refer generally to Attachment F for existing equipment and infrastructure). Routine maintenance includes activities such as:

- inspection;
- minor adjustments;
- consumable replacement;
- routine equipment checks; and
- reporting maintenance requirements.

Capital repairs, major equipment replacement, facility modifications, and significant infrastructure improvements shall remain the responsibility of the Owner unless otherwise agreed.

3.B.8. Safety and Incident Reporting

The Contractor shall maintain an incident reporting system for each facility. The Contractor shall immediately notify the Owner of:

- accidents;
- injuries;
- aircraft incidents;
- property damage;
- significant equipment failures;
- security incidents;
- cybersecurity incidents;
- regulatory violations;
- airport operational conflicts; and
- other significant events.

The Contractor shall provide a written incident report within 24 hours or such other period established by the Owner.

3.B.9. Records and Reporting

The Contractor shall maintain accurate operational records. At a minimum, records shall include:

- facility utilization;
- customer activity;
- testing activity;
- operating hours;
- equipment use;
- equipment failures;
- maintenance;
- incidents;
- safety events;
- facility access; and
- other information reasonably requested by the Owner.

The Contractor shall provide the Owner with a monthly operating report summarizing facility activity and performance.

3.B.10. Transition and Implementation Plan

The Proposer shall provide a detailed transition and implementation plan.

3.C. SCOPE C – PROVIDE TECHNICAL SERVICES FOR THE NYUASTS

3.C.1. Software, Hardware and Network Installation and Management

Routine responsibilities shall include:

- Maintenance and periodic testing of system components to ensure that computers, software, and network equipment function as intended.
- Apply operating system and security updates, patches, and configuration changes.
- Add, remove, or update user account information, reset passwords, etc.
- Analyze system logs and identify potential issues with computer systems.
- Trouble shoot reported problems.
- Infrastructure performance monitoring and tuning.

3.C.2. System Security Management Services

Routine responsibilities shall include:

- Develop and maintain access control processes and procedures.

- Perform routine audit of systems and software to maintain Cybersecurity Maturity Model Certification (CMMC) level 2 compliance.

3.C.3. Transition and Implementation Plan

- The Proposer shall provide a detailed transition and implementation plan.

3.D. SCOPE D – PROVIDE TECHNICAL SERVICES FOR SKYDOME

3.D.1. Software, Hardware and Network Installation and Management

Routine responsibilities shall include:

- Maintenance and periodic testing of system components to ensure that computers, software, and network equipment function as intended.
- Apply operating system and security updates, patches, and configuration changes.
- Add, remove, or update user account information, reset passwords, etc.
- Analyze system logs and identify potential issues with computer systems.
- Trouble shoot reported problems.
- Infrastructure performance monitoring and tuning.

3.D.2. System Security Management

Routine responsibilities shall include:

- Develop and maintain access control processes and procedures.
- Perform routine audit of systems and software to maintain Cybersecurity Maturity Model Certification (CMMC) level 2 compliance.

3.D.3. Radio Frequency (“RF”) Spectrum Management

Routine responsibilities shall include:

- During SkyDome experiment execution, monitor the RF spectrum, especially aviation safety critical frequencies, inside and outside SkyDome.
- Promptly alert appropriate parties to any potentially dangerous emissions.
- Promptly de-power any equipment producing any unintended dangerous emissions (e.g., jamming signals that escape SkyDome).
- Maintain a comprehensive and up-to-date database of anticipated and actually observed RF emissions.
- Maintain capabilities (including the necessary hardware and software) for RF spectrum monitoring.
- Continuously monitor the RF spectrum initially, whenever any new transmitters, waveforms, etc. are introduced.

- Continuously monitor the RF spectrum during any high-risk activities, such as RF jamming.
- Automated monitoring and reporting including urgent alerts.
- Review daily reports on all regular workdays and respond promptly to the urgent alerts.

3.C.4. Transition and Implementation Plan

- The Proposer shall provide a detailed transition and implementation plan.

3.E MARKETING SERVICES FOR THE NYUASTS

The Contractor shall develop and implement a comprehensive marketing and business-development program designed to increase awareness, qualified leads, customer acquisition, testing activity, repeat utilization, industry partnerships, and revenue associated with the NYUASTS. Services shall include, as appropriate:

- Marketing strategy and competitive positioning;
- Brand and messaging development;
- Digital marketing and material for website content;
- Lead generation, customer acquisition and database development;
- Targeted outreach to UAS manufacturers, commercial UAS operators, Contractors, defense contractors, government agencies, public safety organizations, infrastructure companies, technology developers, logistics companies, universities, and research organizations;
- Strategic aerospace partnerships.
- Trade-show and conference strategy;
- Public relations and earned media;
- Customer case studies and marketing collateral;
- Strategic industry partnerships; and
- Economic-development marketing.

The Contractor shall develop measurable performance targets, including qualified leads, new customers, testing engagements, revenue opportunities, repeat customers, partnerships, and other appropriate metrics.

Proposers shall explain how they will maintain distinct identities for the UAS Test Site and SkyDome while creating appropriate opportunities for cross-referral.

Proposers shall provide a detailed transition and implementation concept.

3.F MARKETING SERVICES FOR SKYDOME

The Contractor shall develop and implement a separate marketing and business-development strategy for SkyDome. SkyDome shall be positioned as an indoor technology

experimentation and testing platform rather than simply as an extension of the outdoor UAS Test Site. Services shall include, as appropriate:

- Marketing strategy and competitive positioning;
- Brand and messaging development;
- Digital marketing and materials for website content;
- Lead generation, customer acquisition and database development;
- Targeted outreach to UAS manufacturers, commercial UAS operators, Contractors, defense contractors, government agencies, public safety organizations, infrastructure companies, technology developers, logistics companies, universities, and research organizations;
- Strategic aerospace partnerships.
- Trade-show and conference strategy;
- Public relations and earned media;
- Customer case studies and marketing collateral;
- Strategic industry partnerships; and
- Economic-development marketing.

Marketing shall target, as appropriate:

- UAS and autonomous systems;
- Robotics;
- Artificial intelligence;
- IoT;
- Cyber-physical systems;
- Sensors;
- Communications;
- Cybersecurity;
- Defense technology;
- Public safety technology;
- Smart infrastructure;
- Universities and research institutions;
- Technology startups;
- Advanced manufacturers; and

- Government and commercial research organizations.

Services shall include brand positioning, digital marketing, customer acquisition, industry outreach, technology demonstrations, events, thought leadership, research partnerships, public relations, and development of recurring commercial users.

Proposers shall explain how they will maintain distinct identities for the UAS Test Site and SkyDome while creating appropriate opportunities for cross-referral.

Proposers shall provide a detailed transition and implementation plan.

4. PERFORMANCE STANDARDS

The Contractor shall be evaluated against measurable performance standards established jointly with the Owner. The final contract shall establish specific annual targets and reporting requirements. Potential key performance indicators will be determined based on the specifics of the proposal, and **MAY** include:

- Number of qualified facility users;
 - Number of unique customers;
 - Number of UAS test operations;
 - Flight/test hours;
 - Facility utilization;
 - Revenue generated;
 - Cost performance;
 - Research and development projects;
 - Federal and commercial contracts secured;
 - University partnerships;
 - Safety performance;
 - Regulatory compliance;
 - Cybersecurity performance;
 - Average customer onboarding time;
 - Customer satisfaction;
 - Economic impact; and
 - National industry visibility.
-

5. PROPOSER QUALIFICATIONS

Proposers may satisfy these requirements through employees, subcontractors, university partners, research partners, or other qualified resources.

5.1. Organizational Experience

Personnel with at least five (5) continuous years of experience in one or more of the following:

- UAS operations;
- Aviation operations;
- Airport management;
- FAA programs;
- UAS research and testing;
- Advanced aviation;
- Airspace management;
- Aviation safety; and/or
- Government aviation contracting.

5.2. UAS Experience

Proposers shall demonstrate direct experience with one or more of the following:

- UAS operational planning;
- FAA regulatory compliance;
- Airspace authorization;
- UAS safety management;
- Flight operations;
- UAS testing and evaluation; and/or
- Commercial and/or governmental UAS programs.

6. OWNER CONTROL

The Owner shall retain sole authority over:

- ownership of the facilities;
- capital improvements;
- major equipment purchases;
- facility expansion;

- pricing and commercial terms when applicable;
- customer contracts unless delegated;
- strategic partnerships;
- intellectual property;
- branding;
- material modifications;
- long-term facility planning; and
- disposition of Owner property.

The Contractor shall have no ownership interest in the facilities or Owner equipment solely as a result of providing operating services.

7. PROPOSAL STRUCTURE

Proposers may submit a proposal for any single Scope, any combination of Scopes, or all Scopes. Proposers shall clearly identify which option or options they are proposing.

8. PROPOSAL REQUIREMENTS

Each proposal shall include the following sections.

8.1. Executive Summary

Provide a concise overview of the proposer's qualifications, clearly identify each Scope for which Proposer submits a proposal, the proposed approach for each where applicable, and vision for each Scope for which Proposer submits a proposal.

8.2. Organizational Qualifications

Describe the organization's history, ownership, structure, financial capacity, relevant contracts, and experience.

8.3. Relevant Experience

Provide examples of comparable UAS, aviation, airport, FAA, research, or government programs.

8.4. Technical and Operational Approach

Describe the operational approach, and technical where applicable, to perform the Scope of services.

8.5. FAA Compliance Approach

Describe the proposer's experience working with FAA requirements and its approach to maintaining regulatory compliance.

8.6. Safety and Risk Management

Provide the proposed safety-management framework, where applicable, and risk-management methodology. Identify significant operational, regulatory, financial, technical, and business risks and proposed mitigation strategies.

8.7. Airport/ATC Integration

Describe specific procedures for coordinating UAS operations with Airport management and ATC.

8.8. Business Development Plan

Describe how the proposer will attract customers, research projects, government programs, and investment.

8.9. Staffing Plan

Provide organizational chart, staffing levels, qualifications, and availability.

8.10. Facilities and Technology

Identify equipment, technology, infrastructure, and systems required for successful operations.

8.11. Financial Proposal

Provide the following where or if applicable to your proposed financial structure:

- Proposed management fee (include operating costs and staffing costs);
- Capital requirements;
- Revenue assumptions;
- Proposed user fees; and
- Revenue-sharing proposal.

8.12. References

Provide at least three (3) references.

8.13. Proposer Certification

Attached as Attachment H to this RFP.

9. CONTRACT TERM AND STRUCTURE

The anticipated initial contract term is **five (5) years**, with options for renewal at the Owner's discretion. Renewal may be conditioned upon satisfactory performance.

The final contract may also include, where applicable and dependent upon the proposal:

- Base management fee;
- Reimbursement of approved operating expenses;

- Performance incentives;
- Revenue-sharing provisions;
- Customer fee administration;
- Capital-improvement responsibilities;
- Insurance requirements coverage appropriate to the scope and risk of the services, which may include Commercial General Liability; Aviation/UAS Liability; Business Automobile Liability; Workers' Compensation and Employer's Liability; Professional Liability/Errors and Omissions; Cyber Liability; Aircraft/UAS Liability; and Property coverage, where applicable. Minimum limits, additional-insured and waiver of subrogation requirements will be established by the Owner;
- Indemnification provisions protecting the Owner from claims, damages, losses, and expenses arising from the Contractor's negligent, reckless, or unlawful acts or omissions in performing the services;
- Compliance requirements;
- Audit rights;
- Records retention;
- Intellectual property provisions;
- Data ownership and security;
- Confidentiality;
- Termination provisions; and
- Transition assistance upon contract expiration or termination.

The Owner reserves the right to negotiate the final contract terms with the selected proposer.

10. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria, utilizing a 100-point matrix:

Evaluation Criterion	Point Weight
Technical Approach and Methodology	40 Points
Qualifications and Experience	30 Points

Evaluation Criterion	Point Weight
Financial Proposal and Sustainability	30 Points
Total	100 Points

The Owner may modify these criteria or request additional information during the selection process.

11. PROCUREMENT SCHEDULE

The anticipated procurement schedule is:

Milestone	Date
RFP Issued	9/14/2026
Site Visits (Optional) *site visits may be requested and scheduled by contacting Paul Rayhill, Director of UAS Operations at: prayhill@oneidacountyny.gov	9/17/2026 – 9/25/2026
Deadline for Questions	10/2/2026 at 10:00 a.m.
Responses to Questions	10/9/2026 at 10:00 a.m.
Proposal Due Date	10/16/2026
Interviews/Presentations (if any)	10/19/2026 – 10/23/2026
Notice of Intent to Award	11/2/2026
Contract Negotiations	11/3/2026 – 11/13/2026
Contract Award	12/16/2026

Milestone	Date
Operations Begin	1/1/2027

The Owner reserves the right to modify this schedule.

12. OWNER’S RIGHT TO SEPARATE AWARDS

The Owner expressly reserves the right to award each Scope or any combination of Scopes to **different Contractors**. The Owner may determine that separate specialized Contractors provide the greatest operational benefit. A Proposer shall not assume that submitting a combined proposal will result in an award of all Scopes included in the proposal.

13. NO GUARANTEE OF CUSTOMER ACTIVITY

The Owner does not guarantee any minimum number of customers, flight tests, facility hours, revenue, research projects, or other activity. The Contractor’s compensation shall be based upon the terms established in the final contract.

14. OWNER’S VISION

The Owner’s objective is to ensure that both the NYUASTS and SkyDome are professionally operated, safe, available, and ready for customers and researchers to use. The Contractor’s role is principally limited to the Scope(s) of services.

The Owner will retain responsibility for the long-term vision, ownership, strategic development, capital investment, and major business decisions concerning the facilities.

15. REGULATORY AND LEGAL COMPLIANCE

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, Airport rules, grant assurances, FAA requirements, and contractual obligations.

The Contractor shall recognize that the Airport’s status as a federally funded airport may impose requirements concerning, among other matters, FAA grant assurances; Airport revenue use; federal procurement requirements; civil rights and nondiscrimination; Disadvantaged Business Enterprise requirements, where applicable; drug and alcohol requirements, where applicable; Airport security; environmental requirements; federal records and audit requirements; conflict-of-interest requirements; and applicable federal contracting requirements.

The Owner and its counsel will determine which requirements apply to the final procurement and contract.

The Proposer shall identify any regulatory assumptions underlying its proposal.

16. QUESTIONS AND COMMUNICATIONS

All questions concerning this RFP shall be submitted in writing to:

Oneida County
Attn: Paul Rayhill, Director of UAS Operations
660 Hangar Road, Suite 223
Rome, New York 13441
Email: prayhill@oneidacountyny.gov

Proposers shall not contact the Airport, FAA, ATC, County elected officials, or other Owner personnel regarding this procurement except through the designated procurement contact, unless expressly authorized.

Responses to material questions will be made available on the Owner's website at <https://oneidacountyny.gov/departments/purchasing/rfps/> on 10/9/2026 at 10:00 a.m.

17. RESERVATION OF RIGHTS

The Owner reserves the right to:

- Reject any or all proposals;
- Cancel or modify this RFP;
- Amend the RFP;
- Request additional information;
- Waive minor informalities or irregularities to the extent permitted by law;
- Conduct interviews or negotiations;
- Negotiate with one or more proposers;
- Award all or portions of the services;
- Determine that a proposal is not in the Sponsor's best interest;
- Reissue the procurement; and/or
- Take any other action permitted by applicable law and procurement requirements.

Issuance of this RFP does not obligate the Owner to award a contract or reimburse Proposers for costs associated with preparing proposals.

18. CONFLICT OF INTEREST

Proposers shall disclose all actual, potential, or perceived conflicts of interest that could affect their ability to independently and objectively perform the services.

The selected Contractor(s) shall not use its position as the Contractor to provide preferential access or treatment to itself, affiliates, customers, investors, or other entities in a manner inconsistent with applicable law or Owner policy.

Any proposed affiliate relationships, subcontractors, ownership interests, or financial arrangements involving NYUASTS and/or SkyDome users shall be disclosed.

19. INTELLECTUAL PROPERTY AND DATA

The Proposer shall identify its proposed approach to intellectual property and data generated through NYUASTS and/or SkyDome activities.

The final agreement shall establish ownership of NYUASTS and/or SkyDome operational data; customer data protections; research data rights; intellectual property rights; confidentiality requirements; public-records obligations; cybersecurity requirements; and federal data requirements, where applicable.

The Contractor(s) shall not claim ownership of Owner-owned Airport operational information or other Owner property solely by virtue of operating the NYUASTS and/or SkyDome.

20. PROPOSAL SUBMISSION

Proposals shall be submitted in a sealed envelope, or box, clearly marked on the outside with the words **“RFP 2026-458 - Professional Services for the Oneida County FAA-Designated Unmanned Aircraft System (“UAS”) Test Site and SkyDome”** and must be **DELIVERED** to the Owner prior **on or before the submission due date of October 16, 2026**. Facsimile and email submissions will not be accepted. All proposals shall bear the name and address of the firm and be addressed and delivered to:

Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441
Attn: Paul Rayhill, Director of UAS Operations

Any proposals received after the submission due date **will not be accepted**. Proposals must conform to the requirements stipulated in this RFP. All proposals and other materials (if applicable) submitted by each Proposer in regard to this RFP will become the property of the Owner and shall not be returned to the Proposer.

Proposals shall remain valid for at least 120 days following the submission deadline.

21. ATTACHMENTS TO THIS RFP

Attachment A: Griffiss International Airport Fact Sheet

Attachment B: Griffiss International Airport Field Rules and Regulations

Attachment C: Griffiss International Airport Driving Rules and Regulations

Attachment D: NYUASTS Fact Sheet

Attachment E: Other Transaction Agreement between the FAA and the Owner

Attachment F: SkyDome Fact Sheet

Attachment G: Current NYUASTS General Operating Manual

Attachment H: Proposer Certification

ATTACHMENT A

GRIFFISS INTERNATIONAL AIRPORT FACT SHEET



Griffiss International Airport (KRME)

- Owned and operated by Oneida County, the Griffiss International Airport at the Griffiss Business and Technology Park has inherited the unparalleled facilities from the former Strategic Command Air Force Base.
 - Griffiss holds FAA Part 139, Class IV Certification and is TSAR 1542 security compliant.
 - The airfield covers 1,680 acres equipped with a primary runway measuring 11,820' by 200' and an active Air Traffic Control Tower with Class D Airspace.
 - Runways support non-precision GPS approaches, and the Runway 33 precision Instrument Landing System (ILS) accommodates operations of all aircraft in civil and military fleets.
 - Airport amenities include wide body hangar facilities, Million Air Fixed-Base Operator (FBO), and Aircraft Rescue and Fire Fighting services.
 - Vehicles and equipment such as aircraft tugs and lifts are available to support test activities.
- Adjacent to the Air Force Research Laboratory Information Directorate (Rome Lab), the Air Force's and nation's premier research organization for Command, Control, Communications, Computers, and Intelligence (C4I) and Cyber technologies.
- Home to
 - FAA-Designated New York (NY) UAS Test Site
 - Griffiss Institute Innovare Advancement Center
 - Mohawk Valley Community College (MVCC) sUAS Program



ATTACHMENT B

GRIFFISS INTERNATIONAL AIRPORT FIELD RULES AND REGULATIONS

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**Griffiss International Airport
KRME
Field Rules and Regulations
(Updated March 2024)**

Part 1 - General

Section I Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. **"Aeronautical Activities"** means any activity that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: aircraft charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that directly relate to the operation of aircraft. In contrast, examples that are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, ect, restaurants, in-flight food catering and auto parking lots.)
- B. **"Airport"** The Griffiss International Airport (KRME) and all of the property, buildings, facilities and improvements within the exterior boundaries of the airport as it now exists on the Airport Layout Plan (ALP) or as it may hereafter be extended, enlarged or modified.
- C. **"Airport Committee"** A nine-member committee, its members drawn from the Oneida County Board of Legislators and appointed by the Chairman of the Oneida County Board of Legislators.
- D. **"Airport Commissioner"** The designated person hired by the Oneida County Board of Legislators to manage the airport located at 660 Hangar Rd Suite 223, Rome NY, New York 13441
- E. **"Airport Operations Areas"** (AOA) Certain areas of the airport pavement infrastructure used for the parking, storage, and movement of aircraft as part of a dedicated ramp and taxi lane system.
- F. **"Employee"** A person who is on the payroll of, or under contract with the County of Oneida, an aircraft owner or airport business and, as such, the owner or business must comply with all applicable labor laws including Workers' Compensation, Social Security, ect., for that employee.
- G. **"FAA"** The Federal Aviation Administration.
- H. **"FAR"** Federal Aviation Regulation.
- I. **"General Aviation"** Aeronautical activities involving all aircraft and operations other than scheduled or non-scheduled airline and certain air freight operations.
- J. **"IFR"** Instrument Flight Rules, which govern the procedures for conducting instrument flights.
- K. **"Lease Agreement"** A written lease with County of Oneida to operate on the airport as approved by Board of Legislators and executed by the Airport Commissioner & County Executive
- L. **"Legislature"** The County of Oneida Board of Legislators.
- M. **"Minimum Standards"** The Minimum Operating Standards that are established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
- N. **"Normal Business Hours"** 8:00 AM to 4:00 PM Monday through Friday, except holidays, each week of the year.
- O. **"Rules and Regulations"** These rules and regulations unless otherwise specified.
- P. **"Shall"** the word "shall" is always mandatory.

- Q. **"Vehicle"** Automobiles, trucks, buses, motorcycles, horse drawn vehicles, bicycles, push carts and any other devise by which any person or property is or may be transported, carried, or drawn upon land.

Section 2 Authority

The following rules and regulations are hereby established under the authority of the County of Oneida to serve as a guide in governing the use of the facilities and services of the Griffiss International Airport. The regulations of the Federal Aviation Administration, Department of Homeland Security via the TSA, and the Laws of the Oneida County and the State of New York will also be applicable on this airport.

Section 2 – 1 Compliance with Rules and Regulations

Any permission granted directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use the airport or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees and other persons occupying space at the airport, persons doing business with the airport operator, its subcontractors and licensees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with these rules and regulations; and entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with said rules and regulations.

Section 2 – 2 Compliance with Official Directions Required

No person shall use or otherwise conduct themselves upon any portion of the airport in a manner contrary to the posted or otherwise visually indicated official directions applicable to that area.

Section 2 – 3 Unauthorized Commercial Activity Prohibited

No person shall carry on any commercial activity at the airport without the written consent of the Airport Commissioner. No one basing or otherwise maintaining an aircraft at the airport shall permit it to be used for a commercial aeronautical activity conducted at or out of the airport unless such commercial activity is expressly authorized by the terms of an agreement with the County of Oneida or with a fixed base operator with the Airport Commissioner approval. In addition, no one basing an aircraft or otherwise maintaining an aircraft at the airport shall permit such aircraft to be serviced, cleaned, repaired, or otherwise worked on by private entrepreneurs other than those operating at the airport pursuant to an agreement with the airport or with the fixed base operator with the airport's approval. All private & commercial activities must provide copies of all minimum insurances to the Commissioner of Aviation.

Section 2 – 4 Use of Certain Facilities Conditional

No person shall land or take off an aircraft on or from a public landing area, or use any area restricted by the Airport Commissioner, except upon the payment of such fees and charges as may from time to time be prescribed for such use, unless such person is entitled to make such use without such payment under a lease or other agreement authorized by Airport Commissioner.

Section 2 – 5 Authority of the Commissioner of Aviation

The Commissioner of Aviation shall have the authority at all times to take whatever action may be necessary in the control and management of public use of the airport and its facilities. The Commissioner shall have the authority to remove from the airport and deny further use of the facilities thereon, any person who does not abide by these rules and regulations. The Commissioner may deny the use of the airport to any person when in their judgment; it seems advisable to do so in order to safeguard County property and/or the general public. The Commissioner shall have the authority to suspend flying operations, except for emergency landings, when in their opinion, the condition of the landing area, local meteorological conditions or other circumstances are such as to render flying operations unsafe.

Section 2 – 6 Enforcement of Rules and Regulations

The rules and regulations herein prescribed have been placed in effect by the Oneida County Legislature and shall be enforced by the Airport Commissioner or authorized designee. Any person operating or handling any aircraft, operating, or handling any vehicle or apparatus, using the airport or any of its facilities in violation of these rules and regulations, or refusing to comply therewith after proper request shall be removed from the airport. Any person violating any of the rules herein prescribed shall upon proper request cease to violate said rules and regulations. In the event of a refusal to comply, he/she shall be deemed a disorderly person and be subject to arrest by the Oneida County Sheriff Deputy or New York State Patrol Officer.

Section 2 – 7 Inspections

All hangars, buildings and shops shall be subject to fire and safety & security inspections at any reasonable time by the Airport, or the duly authorized representative, to ensure compliance with all laws, ordinances, and these regulations. Advance notification is not required.

Part 3 – Aircraft

Section 3 – 1 Compliance with FAR's Required

No person shall land aircraft upon, fly aircraft from or conduct any aircraft operations on or from the airport otherwise than in conformity with the Federal Aviation Regulations and the current rules of the Federal Aviation Administration and the Civil Aeronautical Board.

Section 3 – 2 Careless, Negligent or Reckless Operation

No aircraft may be operated on the surface of any part of the airport in a careless or negligent manner, in disregard of the rights and safety of others, or without due caution and circumspection or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the pilot or other persons aboard controlling any part of the operation is under the influence of intoxicating liquor, or any drug affecting the senses, or if such aircraft is so constructed, equipped or loaded as to endanger or be likely to endanger persons or property. No aircraft movement within the hangars shall be permitted with aircraft engines or without use of aircraft movement equipment.

Section 3 – 3 Traffic Patterns

Traffic patterns and altitudes shall be in accordance with the published charts traffic pattern diagram and the current effective Oneida County Control Tower Bulletin.

Section 3 – 4 Only Surfaced Runways to be Used.

All takeoffs and landings shall be made on the runway only. Aircraft shall not be operated on the grass under any circumstances. Aircraft may taxi to/from the runway only on the identified/approved taxiways. Maintenance run-ups, if needed, may be accomplished on the concrete apron with the aircraft facing North. Any deviation must be approved by the Commissioner of Aviation or his/her designatee.

Section 3 – 5 Avoid Dangerous Propeller Wash or Exhaust Blast

No aircraft shall be taxied or positioned at the airport where the propeller wash or exhaust blast may cause injury to persons or do damage to property. If it is impossible to taxi such aircraft without compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination.

Section 3 – 6 Qualified Person Only to Operate Aircraft

No person shall land, takeoff or taxi at this airport unless they are a pilot certificated to operate that particular type of aircraft or is a certificated A&P mechanic properly qualified to taxi that particular type of aircraft. No person shall start or run an engine at the airport unless a pilot certificated to operate that particular type of aircraft or is a certificated A&P mechanic properly qualified to start and run the engines of that particular type of aircraft shall be attending the controls. Wheel chocks shall always be placed at the front and rear of each main landing wheel and the brakes of the aircraft shall be on and locked prior to the engine or engines being started, except for those times when the aircraft is being taxied from its location, at which time the parking brakes must be operative and are on and locked until the aircraft is ready to move.

Section 3 – 7 Taxing in or out of hangars is prohibited.

No aircraft shall be taxied into or out of any hangar at the airport under its own power, nor under power-off taxi maneuver.

Section 3 – 8 Lights on Moving Aircraft

All aircraft being taxied, or otherwise moved at the airport shall proceed with running lights on during the hours of darkness.

Section 3 – 9 Parked Aircraft to be Secured.

Except for permitted transient parking, no person shall park an aircraft at any place on the airport other than inside a hangar unless it is firmly tied to the ground in the manner prescribed by the Commissioner of Aviation. Transient aircraft temporarily parking shall have the main wheels chocked with wheel blocks or other approved devices. Helicopters shall have braking devices and/or rotor mooring blocks applied to the rotor blades.

Section 3 – 10 Parked Aircraft to be Moved Upon Request

Upon direction from the Airport Commissioner, the operator of any aircraft parked or stored at the airport shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Airport Commissioner may tow said aircraft to such designated place at the operator's expense and, if such direction was reasonable under the circumstances, without liability for damage which may result during such moving.

Section 3 – 11 Parking and Storage

Unless otherwise provided in a lease or other agreement, no person shall use any area of the airport for parking or storage of aircraft or other property without obtaining the approval of the Airport Commissioner. If a person uses such area without first obtaining permission, the Airport Commissioner is authorized to order the aircraft or other properties removed or cause same to be removed and stored at the expense of the owner, without liability for damages arising from or out of such removal or storage.

Section 3 – 12 Pilots Required to Report Accidents

The pilot of any aircraft involved in any accident at the airport causing personal injury or property damage shall make a prompt report of said accident to the Airport Commissioner.

Section 3 – 13 Wrecked, Disabled or Abandoned Aircraft

The pilot or operator of an aircraft wrecked, disabled, or otherwise abandoned at the airport, and of the parts of such aircraft, shall be responsible for the prompt disposal thereof, as directed by the Airport Commissioner. In the event of his failure to comply with such directions, such wrecked, disabled or abandoned aircraft and parts may be

removed by the Airport Commissioner at the operator's expense and without liability for damage which may result during such removal.

Section 3 – 14 Deviation from Established Pattern Prohibited

No aircraft shall deviate from the existing flow of traffic except when a change of wind direction requires all traffic to alter the takeoff and landing direction. All aircraft entering the traffic pattern shall enter to conform to the existing flow of traffic. When operating – all pilots shall comply with directions of the Control Tower.

Section 3 – 15 Cutting Out Traffic Prohibited

No aircraft shall "cutout" another aircraft in the traffic pattern in order to land sooner except in the case of an actual emergency, in which case a detailed report of the circumstances which made such action necessary will be submitted to the Airport Commissioner in writing within twenty-four hours. Submission of the required report will not relieve the pilot of the responsibility for any hazard created by taking emergency actions.

Section 3 – 16 De-Icing

De-icing of aircraft will be conducted only in the location(s) designated for that purpose by the Airport Commissioner and using only those materials approved by the Airport Commissioner.

Part 4 – Motor Vehicles

Section 4 -1 Reckless Operation Prohibited

No vehicle shall be operated in or upon the airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the driver is under the influence of intoxicating liquor or any drug affecting the senses, or if such vehicle is constructed, equipped or loaded as to endanger persons or property.

Section 4 -2 Vehicles

No vehicle shall be operated in or upon the airport unless it is in sound mechanical condition, have adequate lights, horn, brakes, and clear vision from the drivers' seat. In addition, trailers and semi-trailers will not be permitted unless they are equipped with reflector buttons and proper brakes so that when disengaged from a towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings shall be required for all towed equipment. All Vehicles shall have & maintain an operational yellow beacon.

Section 4 – 3 Operators to be licensed.

No vehicle may be operated in or upon the airport unless the driver is licensed and authorized to operate said vehicle by the Commissioner of Aviation. This requirement applies only to tenants, contractors, and visitors to the airport. The Oneida County Department of Aviation provides mandatory operator training.

Section 4 – 4 Vehicles to Yield to Aircraft

All vehicles operated in or upon the airport, including emergency vehicles, shall yield the right of way to any and all aircraft in motion.

Section 4 – 5 Authorized Vehicles in Operations Areas

No vehicle will be permitted in the operations area unless its presence is specifically required for aircraft servicing, airport maintenance or under emergency conditions. All County operated vehicles will be equipped with a strobe light of the appropriate color and will be equipped with mounted radios or have access to a hand-held radio for communications with both aircraft and Airport Operations. Grass cutting equipment shall have an 800 Hz radio for communication with Airport Operations. Any vehicle which is not operated by County personnel, except fuel

servicing and airline service vehicles, must be accompanied by an airport employee or its movement on the airport must be authorized by the Airport Commissioner for each specified trip.

Section 4 – 6 Compliance with Official Orders, Signals or Directions

All vehicular traffic in or upon the airport must comply with the order, signal, or direction of any representative of the Airport Commissioner. All vehicles shall obey all signs and pavement markings located on the airport.

Section 4 – 7 Vehicle Movement in Operations Area

Authorized vehicles in the air operations areas shall exercise extreme caution against obstructing the taxi, takeoff or landing path of any aircraft. Before entering upon or crossing the runway, which has not been officially closed for reasons of maintenance or safety, all vehicles must come to a complete stop at least 100 feet from the edge of the runway and make a thorough visual check in all directions to assure that the path of an approaching aircraft is not obstructed in the air or on the ground. A radio call on the UNICOM 118.1 announcing their intentions shall also be made prior to entering the AOA. When the Control Tower is unmanned during hours of control tower operations. All vehicles shall contact & obey all directions given by the ATC controller.

Section 4 – 8 Speed Limits

Motor vehicles will not be driven in or upon the airport at speeds in excess of 15 miles per hour.

Section 4 – 9 Stopping or Parking in Certain Areas Prohibited

No person shall stop or park a vehicle in or upon the airport:

- 1) Within 15 feet of a fire hydrant.
- 2) On the roadway side of any other stopped or parked vehicle (double parking).
- 3) Other than in accordance with restrictions posted on authorized signs.
- 4) In any area other than designated public parking areas.
- 5) Within a bus stop or taxi zone, except vehicles that are authorized to use such areas.
- 6) Within an air operations area, fuel storage area, aircraft parking or storage area except at such places and for such periods of time as may be prescribed or permitted by the Airport Commissioner.

Section 4 – 10 Disabled, Abandoned or Illegally Parked Vehicles

The Airport Commissioner shall have the authority to remove from any area of the airport any vehicle which is disabled, abandoned, parked in violation of these rules and regulations or which presents an operational problem at the operator's expense and without liability for damage which may result in the course of such moving.

Section 4 – 11 Vehicles for Hire

No person shall operate any roadway vehicles for hire from the airport unless such operation is with the approval of the Airport Commissioner under such terms and conditions as may be prescribed.

Part 5 – Fuel Handling

Section 5 – 1 Tank Vehicles

As used herein, tank vehicle shall mean any vehicle used for the transportation of flammable liquids and the associated fueling and de-fueling of aircraft and includes both tank trucks and tank semi-trailers. Since the presence in or upon the airport of a tank vehicle could endanger persons or property, no tank vehicle shall be operated in or upon the airport unless it has been approved as to equipment, construction, and condition by the Airport Commissioner. The operation of the tank vehicles in or upon the airport shall also be subject to these rules and regulations.

Section 5 – 2 Fueling Prohibited While Engine is Running

Aircraft fueling or defueling at the airport is prohibited while the engine or engines of the aircraft are running or being heated or while the aircraft is in a hangar or enclosed area. Any exception must be submitted in writing to the Commissioner of Aviation for approval or disapproval.

Section 5 – 3 Fueling to be Conducted at Least 50 Feet from a Building

Aircraft fuel handling at the airport shall be conducted at least 50 feet from any hangar or other building. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 4 Aircraft and Fueling Apparatus to be Bonded.

During all fuel handling operations in connection with any aircraft at the airport, the aircraft and the fueling or defueling apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 5 Approved Fire Extinguishers Required

During all fuel handling operations in connection with any aircraft at the airport, at least two CO2 fire extinguishers (15lbs or larger) or other type fire extinguishers, (20BC) acceptable to the Airport Commissioner are required and shall be immediately available for use. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 6 Operation of Aircraft Radios Prohibited

During all fuel handling operations in connection with any aircraft at the airport, no person shall operate any radio transmitter or receiver in such aircraft or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within 50 feet of the fueling activity. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 7 Operation of Cell Phones and Hand-Held Radios Prohibited

During all fuel handling operations in connection with any aircraft at the airport, no person shall operate any cell phone or hand-held radio within 50 feet of the fueling activity, unless the phone or radio being used is listed as intrinsically safe for Class 1, Division 1, Group D hazardous locations in accordance with ANSI/UL 913, in which case the distance is reduced to 10 feet. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 8 Operation of Airborne Radar Equipment Restricted

No airborne radar equipment shall be operated, or ground tested in any area of the airport wherein the directional beam of high intensity radar is within 300 feet, or the low intensity beam is within 100 feet of an aircraft fueling or defueling operation, a fuel truck or a flammable liquid storage facility. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 9 Unauthorized Persons Restricted

During fuel handling operations in connection with any aircraft at the airport, no passenger or passengers shall be permitted to remain in such aircraft unless a cabin attendant is at the door and a passenger ramp, if required, is in position for the safe and rapid debarkation of passengers. Smoking is prohibited in or about an aircraft during fuel handling. (Only personnel engaged in fuel handling or in the maintenance or operation of the aircraft during any fuel handling operation). All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 10 Fuel Spillage

No person shall start the engine or engines of any aircraft when there is any type of fuel spilled on the ground under the aircraft. In the event of spillage of any type of flammable fuel, the Airport Commissioner will be contacted for the cleanup of the spill by the aircraft owner, airport personnel or appropriate spill response team. No person shall start an aircraft engine in an area where spillage has occurred, even though the spillage may have been flushed, without permission of the Airport Commissioner.

Section 5 – 11 Use of Approved Facilities Required

All operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the airport, shall use only those aviation fuel storage and delivery facilities and equipment approved by the Airport Commissioner for such use. EXCEPTION: Aircraft that have been approved by the FAA for use of automotive gasoline may be refueled by hand as long as proper grounding procedures are used, approved safety gas cans are used, and fire extinguishers are available. Refueling operations are prohibited within any facility or hangar. All NFPA 407 & ATA 103 standards are to be followed at all times.

Part 6 – Fires, Explosives and Other Dangerous Substances

Section 6 – 1 Fires and Open Flames

No person shall start open fires of any type, including flare pots, torches and fires in containers formerly used for oil, paint and similar materials on any part of the airport without the prior permission of the Airport Commissioner. No open flames, cutting or welding is permitted in any building, except that welding in shop areas is allowed provided all safety precautions are observed and the equipment is operated by experienced and qualified personnel.

Section 6 – 2 Flammable Liquids

Flammable liquids having a flash point below 110 degrees F shall at all times be kept in and used from approved safety cans and stored in acceptable metal cabinets. Quantity on hand is not to exceed twenty-five gallons. Transfer of flammable liquids from the original containers to safety cans shall be done outside any building in a safe location. Areas surrounding storage areas shall be kept clear of all flammable and combustible materials. This section does not apply to T-Hangars (see T-Hangar rules)

Section 6 – 3 Storage, Handling or Transport of Radioactive Materials

No person shall, without prior permission of the Airport Commissioner, store, keep, handle, use, or transport at, in, or upon the airport the following radioactive materials:

- a) Source material (as defined in standards for protection against radiation, promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including but not limited to uranium, thorium or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13).
- b) Special nuclear material (as defined in standards for protection against radiation promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, part 20) including but not limited to plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, or any material artificially enriched by any of the foregoing.
- c) Nuclear reactor fuel elements that are partially expended or irradiated.
- d) New nuclear reactor fuel elements.
- e) Any radioactive material moving under an Interstate Commerce Commission special permit or an Atomic Energy Commission permit and escort.

Advance notice of at least 24 hours shall be given to the Airport Commissioner to permit full investigation and clearance for any operation requiring a waiver of this rule. The Airport Commissioner may waive this rule if he is satisfied that sufficient precautions will be taken to avoid hazard to life and property.

Part 7 – Miscellaneous Regulations

Section 7 – 1 Entry upon Aircraft Operating Areas Restricted

No person shall enter upon any aircraft operating area of the airport without permission of the Airport Commissioner except those persons assigned to duty therein, authorized representatives of the County of Oneida or passengers and crew members entering for purposes of embarkation or debarkation.

Section 7 – 2 Interference with Aircraft Prohibited

No person shall interfere with the operation of any aircraft at the airport or start the engine of such aircraft without the operator's consent.

Section 7 – 3 Maintenance of Aircraft Restricted to Certain Designated Areas

Cleaning of or otherwise maintaining, repairing, or servicing aircraft shall be accomplished only in areas of the airport designated for that purpose by the Airport Commissioner.

Section 7 – 4 Flying Clubs

Flying clubs shall not be permitted at the airport unless approved by the County of Oneida. Each club member must share equal responsibility in the club aircraft. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of aircraft. Flying clubs may be subject to usage charges as determined by the County of Oneida. At any time, the Airport Commissioner has reason to believe that flying club aircraft are being used in a manner that would constitute a commercial usage; the club shall be so notified. If the club fails to remedy the conditions complained of, the Airport Commissioner shall reclassify the aircraft and impose the proper commercial usage fees for use of the airport. Flying clubs shall file a copy of the incorporation papers, an up-to-date list of membership and an annual financial statement certified by a CPA with the Airport Commissioner.

Section 7 – 5 Permission to Post Printed Matter Required

No person shall post, distribute or display signs, advertisements, circulars, printed or written matter in or upon the airport without permission of the Airport Commissioner.

Section 7 – 6 Permission for Solicitation of Funds Required

No person, unless duly authorized and in writing by the Airport Commissioner, shall in or upon the airport:

- 1) Solicit funds for any purpose.
- 2) Sell or offer for sale any article of merchandise.
- 3) Solicit any business or trade, including the carrying of baggage for hire and boot blacking.
- 4) Entertain any persons by singing, dancing or playing and musical instrument.
- 5) Solicit alms.

Section 7 – 7 Entry of Animals Upon the Airport is Restricted

No person shall enter any part of the Airport Terminal with any animal except a "service" dog or an animal properly confined for shipment on an aircraft. All animals must be on a leash or confined in such a manner as to be under control when on all other areas of the airport.

Section 7 – 8 Carrying of Firearms Prohibited

No person except peace officers and other authorized government representatives, authorized security employees and members of the armed forces of the United States shall carry firearms in or upon the airport without the permission of the Airport Commissioner.

Section 7 – 9 Loitering Prohibited

No person, who is unable to give satisfactory explanation of their presence shall loiter in or about any waiting area, toilet or other area of the airport.

Section 7 – 10 Smoking Prohibited

Smoking is strictly prohibited on all county owned property at Griffiss International Airport. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 7 – 11 Building & Fire Code Compliance Required

All tenants or other persons are required to comply with the building and fire codes of the State of New York, County of Oneida as they may apply.

Section 7 – 12 Good Housekeeping Required

All tenants are required to keep their premises clean and clear of all rubbish, junk, debris, old aircraft or vehicles and any other unsightly objects. Hangar floors shall be kept clear of all engine stands, ladders, and other equipment not in actual use. Areas surrounding fire extinguishers shall be kept clear at all times. If found unsuitable by the Commissioner of Aviation, the Commissioner shall correct the violation at the entire expense to the tenant.

Section 7 – 13 Refuse Disposal Restricted

No person shall place, discharge or deposit in any manner, garbage, or any refuse in or upon any part of the airport except at such places and under such circumstances as the Airport Commissioner may from time to time prescribe. No person shall use airport refuse containers for off airport personnel use.

Part 8 – T-Hangar Fire/Safety Rules

Section 8 – 1 General

All fire and safety related provisions of these Rules & Regulations, including hazardous materials shall be in accordance with applicable sections of the NFPA Code and Standards and all applicable laws, rules and regulations of the State of New York, Oneida County and Griffiss International Airport.

Section 8 – 2 Fire Regulation

Each person going upon or using the Airport or T- hangars in any manner shall exercise the greatest care and caution to avoid and prevent fire.

Section 8 – 3 Minimum Rules

1. Smoking is strictly prohibited at Griffiss International Airport.
2. No vehicles shall be operated in hangar area, other than for escorted access to or from the hangar.
3. Parking of vehicle in hangar area is prohibited.
4. Aircrafts are not to be parked in the taxiway to prevent the passage of other aircraft or vehicles.
5. No aircraft is allowed to be fueling or defueling of any kind while parked in the hangar.
6. No engine shall be started and/or run when propeller blast is directed into a hangar or another aircraft.
7. Aircraft engines shall not be operated inside hangar.
8. No trash or rubbish shall be permitted to accumulate in the hangar. Trash must be stored in metal containers with lid.
9. Oily rags, oil wastes, clean rags may only be stored in metal containers with self-closing, tight-fitting lids.
10. Hangar floors and immediate area shall be kept clean and free from oil and debris at all times.
11. Drip pans must be used. They must be an appropriate size for the aircraft. They must be kept clean.
12. The use of flammable and /or volatile liquids for the cleaning of aircraft or parts is prohibited in the hangars.
13. No one shall store flammable and/or volatile liquids/materials such as paint dope or aircraft and parts/cleaning fluids in or about the hangar, except two cases of aircraft engine oil may be stored in the hangar.
14. A maximum of 2 ¼ gallons of fuel may be kept in the hangar if in an approved metal container.
15. The T- hangars is for the storage of aircraft only and such minor maintenance supplies as needed for the airplane.
16. Batteries shall only be charged while the owner, operator or tenant is present. Aircraft batteries shall not be connected to a charger when installed in an aircraft located inside or partially inside the hangar.
17. No one shall utilize the hangar for any commercial use without prior permission.
18. No one shall utilize the hangar for anything other than storage of the tenant's personal aircraft.
19. No one shall utilize the outside hangar for storage.
20. The storage of furniture and other household items refuse and debris in hangar is prohibited.
21. No open-flame space heating devices may be stored or used in the hangar.
22. Any modification must be requested upon comment/approval or disapproval by the Commissioner of Aviation.
23. The Commissioner of Aviation, at the owner's expense, shall correct any violation for above rules.

ATTACHMENT C

GRIFFISS INTERNATIONAL AIRPORT DRIVING RULES AND REGULATIONS

ATTACHMENT D

NYUASTS FACT SHEET





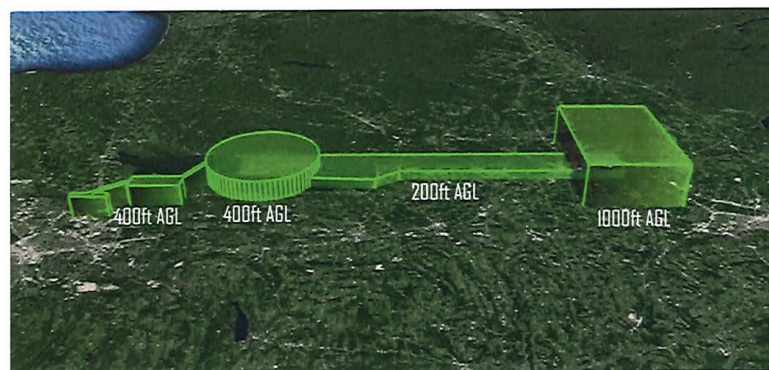
FAA-Designated New York UAS Test Site

- Griffiss International Airport (KRME) is home to the NY UAS Test Site (NYUASTS), owned and operated by Oneida County, one of nine FAA-designated UAS test sites in the country. Unique features include:
 - Towered airport with Class D Airspace and access to Class A, C, E, and G airspace above varied terrain, inland lakes, coastal and maritime areas.
 - A 50-mile Beyond Visual Line of Sight (BVLOS) UAS flight corridor from Rome to Syracuse, NY provides real-time reach back to a State-of-the-Art Operations and Data Management Center.
 - The Operations Center hosts a data wall with a 3D visualization capability for real-time Air Domain Awareness and four BVLOS pilot workstations.
 - The instrumented corridor includes a Saab ASDE-X Multilateration System, Saab SR-3 Surface Movement Radar, SRC LSTAR Radar, SRC R1400 Radars, and uAvionix pingStations.
 - Laboratory space and data collection capabilities are available to support all test needs.
- The NYUASTS strives to immerse public and private sector UAS technology research and development (R&D), safety case analysis and airworthiness for VLOS and BVLOS operations with an active airport that includes general aviation and military traffic, while leveraging a diverse set of UAS Traffic Management/Advanced Air Mobility (UTM/AAM) tools.
- The NYUASTS has partnered with NASA, FAA, Department of Defense (DoD), Air Force (AF) and Department of Homeland Security (DHS) on UAS UTM/AAM R&D and provides a test environment that emulates the future National Airspace System (NAS).



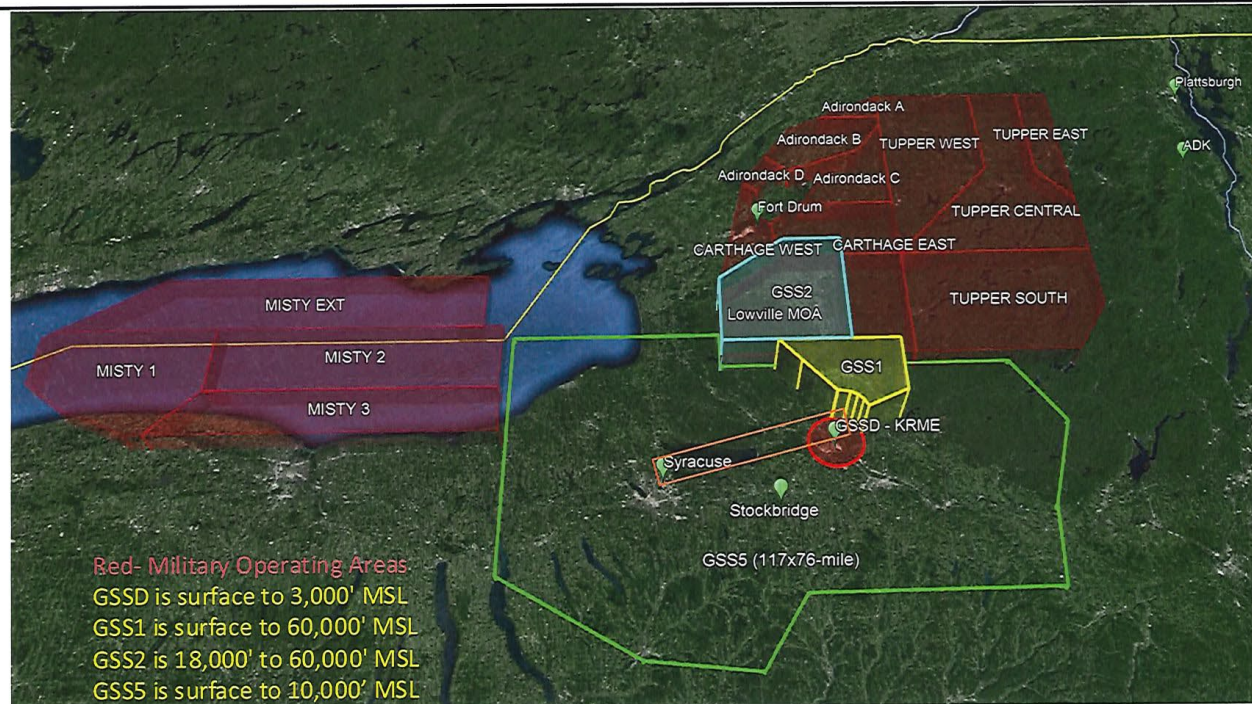


True Beyond Visual Line of Sight (BVLOS) UAS Corridor from Rome to Syracuse, New York





NYUASTS Operating Areas

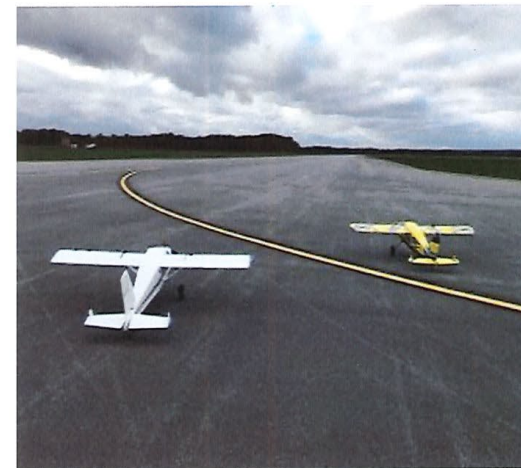


The FAA has issued over 80 Certificates of Waivers or Authorization to the NYUASTS for various UAS operations including small UAS to large fixed and rotary-wing aircraft.



UAS Platforms & Payloads

All Sizes Tested





Mobile Operations Center

- Integrated with the Test Site or Stand-Alone Capable
 - 3 pilot workstations with two 4K monitors each
 - LTE Modem for internet connectivity
 - Indoor and outdoor Wi-Fi access points
 - Radios for ATC Tower and ground crew communication
 - Indoor and outdoor 55" smart TVs
 - 3 x 4MP cameras for event viewing and recording
 - Onboard weather station with network interface
 - 40' mast with 300-lb capacity and AC, DC, RF and ethernet cables
 - Rear ramp for easily unloading aircraft and equipment



ATTACHMENT E

OTHER TRANSACTION AGREEMENT BETWEEN THE FAA AND THE OWNER

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 37		
1. CONTRACT NO. 697DCK-26-T-00024		2. SOLICITATION NUMBER		3. SOLICITATION TYPE ☐ SEALED BID (IFB) ☐ NEGOTIATED BID (RFP)		
4. DATE ISSUED		5. REQUISITION/PURCHASE NUMBER				
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337		CODE AAQ510ATL-AFN		7. ADDRESS OFFER TO (If other than Item 6)		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"						
SOLICITATION						
8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until _____ (Hour) _____ local time _____ (Date)						
CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.						
9. FOR INFORMATION CALL		A. NAME Kristin T. Frantz		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 404 NUMBER 305-5779 EXT.		
				C. E-MAIL ADDRESS kristin.t.frantz@faa.gov		
10. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC. DESCRIPTION PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
☐	A	SOLICITATION/CONTRACT FORM		☐	I	CONTRACT CLAUSES
☐	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
☐	C	DESCRIPTION/SPECS./WORK STATEMENT		☐	J	LIST OF ATTACHMENTS
☐	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
☐	E	INSPECTION AND ACCEPTANCE		☐	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
☐	F	DELIVERIES OR PERFORMANCE		☐	L	INSTR., CONDS., AND NOTICES TO OFFERORS
☐	G	CONTRACT ADMINISTRATION DATA		☐	M	EVALUATION FACTORS FOR AWARD
☐	H	SPECIAL CONTRACT REQUIREMENTS				
OFFER (Must be fully completed by offeror)						
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.						
11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
12. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%) PROMPT NET 30		20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)		
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		
14A. NAME AND ADDRESS OF OFFEROR COUNTY OF ONEIDA Attn: Anthony J. Picente, Jr. 800 PARK AVE UTICA NY US 135012939		CODE		FACILITY		
				15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Anthony J. Picente, Jr. Oneida County Executive		
14B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		14C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		16. SIGNATURE see signature on page 21		
				17. OFFER DATE 4/21/2026		
AWARD (To be completed by CONTRACT AUTHORITY)						
18. ACCEPTED AS TO ITEMS NUMBERED		19. AMOUNT \$0.00		20. ACCOUNTING AND APPROPRIATION See schedule		
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
23. ADMINISTERED BY (If other than Item 6) See Schedule G		CODE AAQ510ATL-AFN		24. PAYMENT WILL BE MADE BY See Schedule G		
25. NAME OF CONTRACTING OFFICER (Type or print) Kristin T. Frantz		26. CONTRACT AUTHORITY KRISTIN TUCKER FRANTZ (Signature of Contracting Officer)		27. AWARD DATE Digitally signed by KRISTIN TUCKER FRANTZ Date: 2026.04.29 08:30:32 -04'00'		
IMPORTANT - Award will be made on this Form, or by other authorized official written notice.						

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 697DCK-26-T-00024	PAGE	OF
		2	37

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF ONEIDA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UAS Test Site Other Transaction Agreement COR/Special Representatives: GUPTA, VISHAL Period of Performance: 05/01/2026 to 09/30/2028 The total amount of award: \$0.00. The obligation for this award is shown in box 19.				

Section - - -



**OTHER TRANSACTION AGREEMENT
BETWEEN
THE FEDERAL AVIATION ADMINISTRATION (FAA)
AND
THE COUNTY OF ONEIDA
FOR
THE OPERATION OF A UAS TEST SITE IN ACCORDANCE WITH
SECTION 44803 OF TITLE 49 OF THE UNITED STATES CODE**

ARTICLE 1. PARTIES

This is an Other Transaction Agreement (hereinafter referred to as the “OTA” or “Agreement”) established between the Federal Aviation Administration (FAA) and the THE COUNTY OF ONEIDA (“Sponsor” or “Entity”) for the New York UAS Test Site. The FAA and THE COUNTY OF ONEIDA may be referred to herein, individually, as a “Party” or, collectively, as the “Parties”. This OTA prescribes the roles and responsibilities of the Parties concerning the test activity described herein.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement between THE COUNTY OF ONEIDA and the FAA is to set out the legally binding terms and conditions under which the entity will operate the UAS Test Site under the FAA UAS test site program and in accordance with 49 U.S.C. §44803. The objective of the FAA UAS test site program is to enable a broad variety of development, testing, and evaluation activities related to public and civil unmanned aircraft systems (UAS) and associated technologies; and to the extent consistent with aviation safety and efficiency, support the safe integration of unmanned aircraft systems into the National Airspace System (NAS). The FAA Reauthorization Act of 2024 (P.L. 118-63) extended the UAS test site program through September 30, 2028: <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

b. Definitions:

For purposes of this Agreement, the following definitions apply:

- i. **FAA Contracting Officer** – The Government’s agent authorized to enter into contract and agreements and authorized to obligate funds. Responsible for overall contract and agreement administration, reviewing and approving contract change orders, payment applications, and ensuring compliance with the terms and conditions, as well as the plans and specifications of contracts and agreements. The CO has the sole authority to make changes to the contract or agreement.
- ii. **FAA Contracting Officer’s Representative (COR)** – Serves as the primary point of contact at the FAA for the Test Site Sponsor. The COR is the Contracting Officer’s authorized representative for contract administration functions. The COR is not authorized to make changes to the scope, price, schedule, or terms and conditions of the contract or agreement. Confirms successful performance

- and certifies receipt of services/deliverables. Coordinates with the UAS Sponsor's Program Manager. The COR has no authority, expressed or implied, to make changes to the contract or agreement documents.
- iii. FAA UAS Test Site Program Manager (FAA Test Site Program Manager) – FAA representative from the UAS Integration Office – Research, Engineering, and Analysis Division (AUS-300) who, through coordination with the COR, leads all FAA engagements with assigned Test Site(s). Has no authority, expressed or implied, to make changes to the contract documents and must coordinate with the COR and CO on all contractual matters.
 - iv. FAA-designated UAS Test Site (Test Site) – The Test Site is the program name for the use of the unmanned aircraft systems test ranges designated by the Administrator under 49 U.S.C. §44803 and how the FAA refers to each of the entities that operates a test range under the test site program.
 - v. Test Range – The test range, in accordance with 49 U.S.C. §44801(10), means a defined geographic area where research and development are conducted as authorized by the Administrator of the FAA and includes test ranges designated by the Administrator under 49 U.S.C. §44803. Test ranges must:
 - 1. Be an instrumentality of a State, local, Tribal, or territorial government or other public entity;
 - 2. Be approved by the chief executive officer of the State, local, territorial, or Tribal government for the principal place of business of the applicant, prior to seeking designation by the Administrator;
 - 3. Undertake and ensure testing and evaluation of innovative concepts, technologies, and operations that will offer new safety benefits, including developing and retaining an advanced aviation industrial base within the United States; and
 - 4. Meet any other requirements established by the Administrator.
 - vi. FAA-designated UAS Test Site Sponsor (Test Site Sponsor) – State, local, Tribal, or territorial government or other public entity accountable for the test site and meeting the test range sponsor obligations as outlined in 49 U.S.C. §44803 and this OTA. Any 44803 COA will be issued to the Test Site Sponsor.
 - vii. UAS Test Site Director - **Amanda L. Cortese-Kolasz, Assistant County Attorney** (Test Site Director) – Test Site Sponsor representative for the Test Site. Primary point of contact for the FAA Test Site Program Manager.
- c. **Specific goals and objectives to be accomplished:**
 The objective of the UAS test site program is to provide verification of the safety of public and civil UAS, operations, and related navigation procedures before the integration into the NAS.

The FAA will authorize the Test Site Sponsor to implement and operate the Test Site subject to the terms and conditions of this OTA, the responsibilities of sponsors under 49 U.S.C. §44803 and the terms and conditions of the Test Site COA(s) issued by the FAA to the Test Site Sponsor. The FAA will provide oversight of the operation and support any testing as the FAA deems appropriate. The FAA must receive routine test data, including safety and performance data, from the operations of the Test Site, including research, development, testing, and evaluation activities, to support the FAA's development of the regulatory body needed for UAS. A risk-based approach will be implemented by the Test Site Sponsor, and approved by the FAA, from development through implementation of each unique series of activities.

The Test Site Sponsor will operate and manage the UAS Test Site, principally located in City of Rome, County of Oneida, New York. The Test Site Sponsor must utilize airspace, infrastructure, and policies and procedures, either already existing or to be developed in coordination with the FAA, to perform the work specified in this Agreement. The Test Site must be configured and operated with safety as its highest priority. A Test Site is not, by default, special-use airspace; therefore, existing Federal Regulations and procedures are in place to protect all air traffic and the public. The Test Site Sponsor must use a Safety Management System (SMS) approach to integrate the management of safety risk into planning, operations and decision making. Additionally, a Safety Risk Management (SRM), approach must be used for the entire phase of preparation, management and actual UAS flights as defined in this Agreement. The FAA's Aviation Safety SRM process for UAS is outlined in FAA Order 8040.6(X), or its subsequent order, and may be used as a reference.

For purposes of restricted areas, special use airspace, or other similar type airspace, the Test Site Sponsor is considered the using agency with respect to any restricted area established by the FAA. The Test Site Sponsor must ensure that all activities remain within the geographical boundaries and altitude limitations established for any restricted area, special use airspace or other similar type of airspace covering the test range.

d. Management of the project:

The FAA retains the right to conduct oversight of all operations conducted under this Agreement including on-site visits, and may halt, suspend or modify operations at any time and for any reason, including, but not limited to, failure to comply with the terms of this Agreement, not having the requisite authority to conduct an operation, noncompliance with any authority to conduct the operation, or risk to aviation safety.

e. Roles and responsibilities:

Parties are bound by a duty of good faith and best effort in achieving the goals of the Agreement.

f. Obligations of the Parties:

Obligations of Test Site Sponsor:

The UAS Test Site Sponsor must assist the FAA in its effort to safely and efficiently integrate UAS and associated technologies into the NAS. The Test Site Sponsor accepts the risk and high consequence decision of the analyses which eventually leads to NAS operation. Any mishaps will be reported to the FAA and other appropriate government agencies in accordance with current aviation practices and requirements.

The Test Site Sponsor must, as necessary, provide any supporting documentation and information and obtain any required Certificates of Waivers or Authorization, or any other exemptions, waivers or approvals required by statute or regulation, to conduct an activity, and obtain any required COA, exemptions, waivers or approvals prior to conducting the activity.

The Test Site Sponsor will need to ensure that any operations that involve counter-UAS have the required legal authority to conduct that operation and must obtain approvals from the FAA and any other Federal agencies, if necessary. Any activities conducted by the Test Site that lack the requisite authority will be deemed outside of the scope of this OTA.

Test Site Sponsor must develop and implement maintenance processes and procedures and maintain risk assessment documentation sufficient to meet any airworthiness requirements. Additionally, the Test Site Sponsor and its customers must:

- i. Follow the Original Equipment Manufacturers (OEM) maintenance, service bulletins, overhaul, replacement, inspection, and life limit requirements for the UAS and its components. Each UAS operated at the Test Site must comply with all OEM safety bulletins.
- ii. Maintenance must be performed by qualified individuals who have been trained in proper techniques and procedures for these UAS. All maintenance must be recorded in the aircraft records, including a brief description of the work performed, date of completion, and the name of the person performing the work.
- iii. After conducting any maintenance or alterations that affect the UAS operation or flight characteristics, such as replacement of a flight critical component, the Test Site Sponsor and its customers must perform a functional test flight prior to conducting further operations. Functional test flights must be conducted in VLOS of a Pilot in Command (PIC) unless approved by Waiver/COA/Administrator.
- iv. Maintenance records shall be made available to the FAA upon request.

Test Site Sponsor must:

- i. Provide access to all interested private and public entities seeking to carry out research, development, testing and evaluation activities at the test range designated pursuant to this section, to the greatest extent practicable, consistent with safety and any operating procedures established by the test range sponsor, including access by small business concerns (as such term is defined in section 3 of the Small Business Act (15 U.S.C. 632));
- ii. Ensure all activities remain within the geographical boundaries and altitude limitations established for any restricted area, special use airspace, or other similar type of airspace covering the test range;

- iii. Ensure no activity is conducted at the designated test range in a careless or reckless manner;
- iv. Establish safe operating procedures for all operators approved for activities at the test range, including provisions for maintaining operational control and ensuring protection of persons and property on the ground, subject to FAA approval;
- v. Exercise direct oversight of all operations conducted at the test range;
- vi. Consult with the FAA on the nature of planned activities at the test range and whether temporary segregation of the airspace is required to contain such activities consistent with aviation safety;
- vii. Protect proprietary technology, sensitive or classified data, or sensitive research of any civil or private entity when using the test range;
- viii. Maintain detailed records of all ongoing and completed activities conducted at the test range and all operators conducting such activities, for inspection by, and reporting to, the FAA consistent with the requirements of this Agreement;
- ix. Make all original records available for inspection upon request by the FAA; and
- x. Provide recommendations, on a quarterly basis until the program terminates, to the FAA to further enable public and private development, testing, and evaluation activities at the test ranges to contribute to the safe integration of unmanned aircraft systems into the national airspace system.
- xi. Conduct activities and provide evidence of the following to maintain eligibility as an FAA-designated UAS Test Site:
 - a. Development and testing:
 - i. Submit quarterly reports (Appendix A, Table 1: Items 9-12) detailing the development, testing, and scaling of UAS and AAM technologies. These reports must include activities including at least one or more of the following:
 - 1. Beyond Visual Line of Sight (BVLOS) and autonomous operations: Documentation of BVLOS flights, including the number of flights, flight hours, and specific performance objectives of increasingly autonomous operations. These operations must exceed what is generally permissible under standard Part 107 rules. They should involve complex waivers, exemptions, and the unique authority granted to FAA-designated UAS Test Sites by Congress.
 - 2. Advanced air mobility (AAM) and other sophisticated operations: A summary of initiatives undertaken, including defined progress

- metrics, to support the growth and integration of the AAM ecosystem.
- 3. Testing and evaluation of emerging technologies: A log of new concepts, technologies, or operational procedures tested and evaluated. This includes reporting on the methodology, results, and analysis of safety benefits derived from these tests.
- b. Innovation and collaboration
 - i. As part of its quarterly reports, a test site must submit documentation demonstrating collaboration and innovation through:
 - 1. Partnership documentation: A list of partnerships with industry, research, and regulatory bodies, including descriptions of the technologies explored and integrated.
 - 2. Strengthening the aviation industrial base: A report detailing contributions to UAS, AAM, and advanced flight operations breakthroughs. This may include patents filed, academic papers published, or development projects supported that strengthen the domestic aviation industrial base.
- c. Operational efficiency
 - i. Test sites must, as part of their quarterly reports, demonstrate efficient use of FAA resources by:
 - 1. Documenting test outcomes: Documenting meaningful contributions to safe and secure UAS and AAM advancements, explaining how test data and development efforts could directly support FAA policy or regulatory development and industry standards.
 - 2. Improving communication and processes: Providing a summary of communications and engagements with the FAA in support of tangible outcomes for the Test Site and FAA. Summary should focus on achieving efficiency and productivity in FAA & Test Site interactions.

Obligations of the FAA:

The FAA may issue COAs, waivers, exemptions, or any other vehicle available under its regulatory scheme or powers to authorize the flight operations at a Test Site.

The FAA will provide feedback during all phases of the development of this project if applicable, including the requirements, design, implementation, evaluation, and oversight stages. Additionally, the FAA will provide personnel to oversee operations, processes and procedures at the UAS Test Ranges as the FAA deems appropriate.

The FAA may authorize Test Site Sponsors to host research, development, testing, and evaluation activities, other than activities directly related to the integration of unmanned aircraft systems into the NAS, so long as the activity is necessary to inform the development of regulations, standards, or policy for integrating new types of flight systems into the NAS. Any authorized research, development, testing, and evaluation activities may be identified in the Appendices of this OTA and may include additional terms and conditions as necessary to conduct the activity.

g. Type of Agreement:

This Agreement is an “other transaction” issued under 49 U.S.C. §106 (1) and is legally binding. It is not a contract, grant, or cooperative agreement and is not a procurement conducted under the AMS. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 3. EFFECTIVE DATE and TERM

The effective date of this Agreement is the date on which it is signed by the FAA Contracting Officer. This Agreement shall continue in effect until *September 30, 2028*, or until earlier terminated by the parties as provided herein.

ARTICLE 4. PRIVACY

The Test Site Sponsor must:

- a. Create and maintain a privacy policy governing all activities conducted under the Agreement, including the operation and relevant activities of the UAS authorized by the Test Site Sponsor.
- b. Make its privacy policies publicly available.
- c. Have a mechanism to receive and consider comments from the public on its privacy policies.
- d. Update its privacy policies as necessary to remain operationally current and effective.
- e. Ensure the requirements of its privacy policies are applied to all operations conducted under this Agreement.
- f. Maintain a record of all UAS, including manufacturer/model/serial number, operating at the Test Site.
- g. **Comply with Applicable Privacy Laws.**
For purposes of this Agreement, the term “Applicable Law” shall mean (i) a law, order, regulation, or rule of an administrative or legislative government body with jurisdiction over the matter in question, or (ii) a ruling, order, decision or judgment of a court with jurisdiction over the matter in question.

The Test Site Sponsor and its team members must operate in accordance with all Applicable Law regarding the protection of an individual’s right to privacy (hereinafter referred to as “Privacy Laws”).

If the U.S. Department of Justice or a state’s law enforcement authority files criminal or civil charges over a potential violation of a Privacy Law, the FAA may take appropriate action including suspending or modifying the relevant operational authority (e.g., Certificate of Operation, or Agreement) until the proceedings are completed. If the proceedings

demonstrate the operation was in violation of the Privacy Law, the FAA may terminate the relevant operational authority.

i. Change in Law

If during the term of this Agreement an Applicable Law comes into effect that may have an impact on UAS, including impacts on the privacy interests of individuals or entities affected by any operation of any UAS operating at the Test Site, such Applicable Law is applicable to the Agreement and the FAA may update or amend the Agreement to reflect these changes.

ii. Transmission of Data to the FAA

The Test Site Sponsor should not provide or transmit to the FAA or its designees any data other than the data requested by the FAA pursuant to Article 5 of this Agreement.

ARTICLE 5. DELIVERABLES AND REPORTING REQUIREMENTS

The Test Site Sponsor agrees to deliver to the FAA certain "data" deliverables at no cost to the FAA (the "Data Deliverables"). The term "data" is defined in Article 6. The Data Deliverables are specified in Appendix A.

ARTICLE 6. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Unlimited Rights in all data, required in Appendix A, that is delivered under this agreement. "Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

The Test Site Sponsor must also clearly mark any information that it deems to contain proprietary data. The proprietary legend may not conflict with the data rights provided to the Government.

The Test Site Sponsor will provide the applicable licenses/data rights as part of the Deliverables as specified in Appendix A. If the FAA requires additional or different licenses and/or data rights to any of the deliverables, the FAA and the Test Site Sponsor will negotiate the data rights and/or license rights. The FAA will incorporate the modifications into Appendix A - Deliverables.

b. Rights in Inventions

The parties do not contemplate the conception, discovery, and/or development of inventions under this Agreement. Should the parties require rights to intellectual property, or the parties discover or anticipate inventions under this Agreement for specific activities, then the parties agree to negotiate in good faith an agreement covering the terms and conditions for the invention or license.

c. Rights to Intellectual Property Generated With Government Funding

If the FAA orders work from the Test Site through a separate funded contract or funded or unfunded agreement, if the intellectual property rights applicable to that effort differ from the rights under this agreement, then those terms will be included in the terms and conditions associated with that contract or agreement.

d. Copyright

The Test Site Sponsor must not assert copyright in any deliverables. The Test Site Sponsor may request the right to assert copyright and submit the request in writing to the Contracting Officer. The Contracting Officer determines whether the FAA will provide the consent to copyright.

e. Trademark

In the event the Test Site Sponsor, or any entity under its control, owns or holds rights to grant license in any trademarks, service marks, trade names, and/or domain names for "Test Site", "UAS Test Site" or "UAS Test Range" or substantially similar name in the field of unmanned aerial systems or other aviation related fields, now or in the future, the Test Site Sponsor agrees to grant to the FAA a perpetual, non-exclusive, irrevocable, royalty free, fully paid up, worldwide license to use such trademarks, service marks, trade names, and/or domain names. In the event that any of the Test Site Sponsor's team members own or hold rights to grant license in any trademarks, service marks, trade names, and/or domain names for "Test Site," "UAS Test Site," or "UAS Test Range," the Test Site Sponsor further agrees to use best efforts to assist the FAA in obtaining a perpetual, non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide license or non-assertion covenant from such team member.

f. Additional Intellectual Property Definitions

"Computer software" means:

- i. Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation; and,
- ii. Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Federal Aviation Administration
490 L'Enfant Plaza, S.W. (Suite 500)
Washington, DC 20024
Phone: (609) 338-9923
Email: Vishal.Gupta@faa.gov

- d. **Test Site Program Manager**
Attn: James Reynolds
Federal Aviation Administration
490 L'Enfant Plaza, S.W. (Suite 500)
Washington, DC 20024
Phone: (610) 955-7822
Email: james.r.reynolds01@faa.gov

- e. **Test Site Sponsor**
- | | | | |
|---|---|---|---|
| Attn: <u>Anthony J. Picente, Jr., Oneida County Executive</u> | with copies to: | | |
| Phone: <u>(315) 798-5800</u> | Amanda L. Cortese-Kolasz
Assistant County Attorney
(315) 798-5913 | Shaun Kaleta
Director of Economic
Development
(315) 798-5800 | Edward Arcuri
Commissioner of Aviation
(315) 736-4171 |
| Email: <u>apicente@oneidacountyny.gov</u> | acortese-
kolasz@oneidacountyny.gov | skaleta@oneidacountyny.gov | earcuri@oneidacountyny.gov |

ARTICLE 9. FUNDING AND PAYMENT

No funds are obligated under this Agreement. The FAA and the Test Site Sponsor are participating in a mutually beneficial activity that furthers the FAA mission and the Test Site Sponsor's efforts, and in which each Party bears the cost of its participation, with no exchange of funds between the parties.

Each Party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this Agreement and its subject matter, regardless of whether such costs were incurred before or after the date of this Agreement.

The Parties can enter into separate contracts or agreements that may include funding. Those contracts and agreements will also incorporate the scope of this Agreement. Any separate funded contract or agreement entered into under the auspices of this Agreement will be kept in the contract file.

ARTICLE 10. LIMITATION OF FUNDS

No funds are obligated under this Agreement. The Government's liability to make payments to New York UAS Test Site is \$0.

ARTICLE 11. APPROVAL OF TEAM MEMBERS

The responsible FAA Contracting Officer Representative shall be notified 30 days in advance of the Test Site Sponsor changing their organizational structure by entering into any subcontract or agreement with any contractors, consultants, teammates, independent consultants, state entities (hereinafter "subordinates") as outlined in Appendix A. Any subordinates required by the Test Site Sponsor in connection with the services covered by this Agreement shall be limited to individuals or

firms that have agreed to be bound to the terms of this Agreement.

The requirements of this Agreement must flow down to any subcontract or agreements.

ARTICLE 12. AUDITS AND NONCOMPLIANCE, INFORMATION INCIDENTS AND UNAUTHORIZED ACTIVITY

During the term of this agreement, FAA may provide the Test Site Sponsor or the Test Site Sensitive Unclassified Information (SUI) or Controlled Unclassified Information (CUI) as defined in FAA Order 1600.75, Protecting Sensitive Unclassified Information, 32 CFR part 2002, and applicable regulations. The Test Site Sponsor must cooperate with any FAA investigations or audits. The Test Site Sponsor must include the FAA's right to access all information, facilities, and personnel involved in this Agreement in any agreements with subcontractors or suppliers. The Test Site Sponsor and its subordinates further agree to take other action as required in regard to confirmed or suspected compromises of any SUI/CUI or any FAA-provided information shared under this Agreement in compliance with applicable laws and regulations and agrees to cooperate with and provide access to the U.S. Department of Transportation (USDOT) or FAA cybersecurity personnel and associated support contractors, and critical partners with jurisdictional authority including the USDOT Office of the Inspector General, Department of Homeland Security (DHS), Federal Protective Service (FPS), Federal Bureau of Investigation (FBI) and State and Local Law Enforcement (SLLE).

In the event of a confirmed or suspected compromise of any SUI/CUI or any FAA-provided information shared under this Agreement, the Test Site Sponsor must notify the responsible FAA Contracting Officer and any appropriate FAA POCs outlined in this Agreement or any other security agreements.

Upon notification of a Security Incident in accordance with this section, the Test Site Sponsor must provide FAA with full access to any affected or potentially affected facility and/or Information System, including access by additional parties and undertake any and all response actions the FAA determines are required to ensure the protection of FAA information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

The FAA, at its sole discretion, may obtain, and the Test Site Sponsor will permit, the assistance of other federal agencies and/or third-party contractors or firms to aid in response activities related to any Security Incident. Additionally, the FAA, at its sole discretion, may require the Test Site Sponsor to retain, at the Test Site Sponsor's expense, a Third Party Assessing Organization (3PAO), acceptable to the FAA, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected systems.

Response activities related to any Security Incident undertaken by the FAA, including activities undertaken by the Test Site Sponsor, other federal agencies, and any third-party contractors or firms at the request or direction of FAA, may include inspections; investigations; forensic reviews; data analyses and processing; and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. The Test Site Sponsor shall be responsible for all costs and related resource allocations required for all such response activities related to any breach,

including the cost of any penetration testing.

ARTICLE 13. CHANGES, MODIFICATIONS

Either Party may request modifications to this Agreement through the mutual, written consent of the Parties.

Changes and/or modifications to this Agreement shall be in writing and signed by a FAA Contracting Officer and the authorized Test Site representative or their designees. 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 the terms of this Agreement.

ARTICLE 14. SUSPENSION AND TERMINATION

The FAA may suspend this Agreement and the accompanying appendices, or any operations or information exchange for any reason, including specifically the noncompliance with operational, technical, environmental, or security requirements. Additionally, if the Test Site Sponsor does not have the requisite authority to conduct the activity, or alternatively fails to conform with the terms and conditions of this agreement, the FAA and any other implicated federal agency reserve the right to take any actions consistent with law, including, but not limited to, terminating this OTA. In the event of such a suspension or termination, the Test Site Sponsor shall be notified by an FAA Contracting Officer as soon as practicable.

The FAA, in its sole discretion, will determine when and if it will resume suspended activities or if the FAA will terminate this Agreement and the operational, technical, environmental, and security agreements associated with this Agreement. The FAA has the ability to unilaterally suspend the Test Site Sponsor's qualification as a UAS Test Site under 49 U.S.C. § 44803 at any time the Test Site Sponsor fails to maintain the requirements outlined in Article 2. The FAA can revoke the Test Site Sponsor's qualification as a UAS Test Site under 49 U.S.C. § 44803 if they fail to remedy the failure to maintain the requirements outlined in Article 2.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least thirty (30) days prior written notice of termination.

Upon the termination of this Agreement or upon the FAA's request at any other time, the Test Site Sponsor agrees to destroy all FAA-provided information and any amalgamated data that includes any FAA-provided information, in accordance with this Agreement and the accompanying appendices.

ARTICLE 15. ORDER OF PRECEDENCE

This Agreement and its attachments must be read and interpreted as a consistent whole. In the event of any inconsistency between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- a. The Agreement
- b. The Appendices

Some, all, or none of the information contained within the Test Site Sponsor's application submissions for the Test Site Selection process may be incorporated into the Agreement at the discretion of the FAA.

If there is any conflict between the terms of a Test Site COA and this Agreement, its Attachments, or the Test Site Sponsor's application submission for the Test Site selection process, the terms of the Test Site COA will take precedence.

ARTICLE 16. CONSTRUCTION AND ENTIRETY OF THE AGREEMENT

This Agreement sets forth and addresses the programmatic aspects associated with the goals, objectives, and purpose of this engagement and provides requirements, guidelines, and procedures for the proposed activities. This Agreement, and its appendices, sets forth the detailed terms of and conditions for the Agreement.

This Agreement is only valid in conjunction with the appendices approved and endorsed by the Parties.

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.

ARTICLE 17. DISPUTES

U.S. Federal Law governs this OTA for all purposes, including but not limited to determining the validity of this OTA, the meaning of its provisions, and the rights and obligations of the Parties. Except where there is a pre-existing statutory or regulatory system in place (e.g., under FOIA), where possible, disputes will be resolved by informal discussion between the Parties and their points of contact. If they are unable to come to agreement, the dispute will be referred to the signatory authorities on the OTA for joint resolution and, if necessary, to obtain a final decision. Nothing in this Article prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final FAA decision pursuant to 49 U.S.C. §46110.

ARTICLE 18. WARRANTIES

Goods, services, information, interconnections, facilities, or equipment provided by FAA under this Agreement are provided "as is."

The FAA makes no express or implied warranty as to the availability, accuracy, validity, latency, integrity, and/or condition of any such goods, services, information, interconnections, facilities or equipment under, or as a result of, this Agreement, including as a result of the use of information generated hereunder, or as the merchantability or fitness for a particular purpose of such research, information or resulting product, or that the goods, services, information, interconnections, facilities or equipment will accomplish the intended results or are safe for any purpose including the intended

a. The Agreement

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purpose, or that any of the above will not interfere with privately owned rights of others.

ARTICLE 19. INSURANCE

The Test Site Sponsor shall arrange by insurance or otherwise for the full protection of the FAA from and against all liability to third parties arising out of, or related to, the Test Site Sponsor's performance of this Agreement, to the extent permitted by Applicable Law and within the scope of insurance coverage authorized and available to the Test Site Sponsor.

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Test Site Sponsor, its employees, or contractors, or any third party acting on its behalf. The Test Site Sponsor agrees to hold the United States harmless against any claim by third persons for injury, death, or property damage, including environmental, arising out of or in connection with its performance under this Agreement, to the extent permitted by Applicable Law and subject to the limits of insurance coverage available to the Test Site Sponsor.

ARTICLE 20. LIMITATION OF LIABILITY

Limitation of Damages: Neither the FAA, nor its contractors shall be liable for special, consequential, or incidental damages attributed to such goods, services, information, interconnections, facilities, or equipment provided under this Agreement or such research, information, or resulting products made or developed as a part of the Agreement. If there is a state statute that limits the liability of the Test Sites Sponsor, then that should be provided by the Test Sites Sponsor to the FAA CO and shall govern the Test Site Sponsor's obligations under this Agreement to the extent required by Applicable Law, including New York State. The Test Site Sponsor is responsible for providing this documentation and a legal review from the attorneys of the sovereign responsible for that jurisdiction explaining the limits of liability under the statutory scheme, and updating both the documentation and legal reviews should the statutory scheme of the jurisdiction be modified through statute or judicial opinion. Any FAA liability would need to be established through applicable federal law.

Tort Liability of U.S. Government: The U.S. Government will not be responsible for any property of the Test Site Sponsor consumed, damaged, destroyed, or otherwise harmed in the performance of this Agreement. Any liability of the U.S. Government is determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

Personal Injury and Damage to Property: The Test Site Sponsor agrees to save and hold the U.S. Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property in the performance of this Agreement. The Test Site Sponsor will perform its responsibilities under the Agreement at its own risk. In no event shall the FAA be liable for claims for consequential, punitive, special, and incidental damages, claims for lost profits, or other indirect damages.

No Private Right or Cause of Action: This Agreement does not confer any right, or benefit of any kind, substantive or procedural, that may be enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associate personnel thereof. Nothing in this Agreement is intended to restrict the authority of either Party to act as provided by law, statute, or

regulation, or restrict any Party from administering or enforcing any laws within its authority or jurisdiction.

ARTICLE 21. LOWER TIER AGREEMENTS

The Test Site Sponsor shall include Articles 6 (“Intellectual Property”) through 26 (“Publicity and Press Releases”) suitably modified in all lower tier Agreements, regardless of tier.

ARTICLE 22. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties must comply with all applicable laws and regulations (including Executive Orders), including but not limited to safety; security; export control and supply chain; environmental protection and compliance; suspension and debarment; and regulations.

The Test Site Sponsor must comply with Title VI of the Civil Rights Act of 1964 relating to Nondiscrimination in Federally assisted programs and provide a certification to that effect.

FAA Acquisition Management System (AMS) AMS Clause 3.8.9-2 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” is attached in Appendix C and incorporated by reference into this Agreement. The full text of the applicable clauses can be found at <https://fast.faa.gov/contractclauses.cfm>.

If any export control requirements are applicable, the Parties shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this agreement or any Annex to this Agreement. In absence of available license exemptions or exceptions, the Test Site Sponsor shall be responsible for obtaining the appropriate license or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

The Test Site Sponsor shall be responsible for obtaining FAA security approvals, and export licenses, if required, before utilizing foreign persons in the performance of work under this agreement, including instances where work is performed on site at FAA and where the foreign person will have access to export controlled technical data or software.

The Test Site Sponsor will be responsible for all record keeping requirements associated with the use of license and license exemptions or exceptions.

The Test Site Sponsor will be responsible for ensuring that this provision applies to its Related Entities.

RECORDS MANAGEMENT: The Test Site Sponsor will comply with the requirements of FAA Order 1350.14B, *Records Management Program*, or its successor order.

ARTICLE 23. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, will be admitted to any share or part of this Agreement, or to any benefit arising from it.

ARTICLE 24. INFORMATION AND DATA PROTECTION, USE AND DISCLOSURE

The parties agree to protect from release information that is proprietary, privileged, or otherwise confidential. The FAA will protect data and or information in its possession in accordance with requirements and procedures set forth under the Freedom of Information Act, 5 USC §552(b), and any other applicable law, including but not limited to the Trade Secrets Act, 18 USC § 1905. Each party agrees to mark data or information as “proprietary” in a manner that is immediately apparent. Each party shall maintain, and to the extent necessary reproduce, any and all restrictive markings set forth on, applied to, and/or associated with, the information provided by the other party.

The FAA may deliver materials to the Test Site Sponsor that is considered to be SUI or CUI. This information is unclassified and must be protected by the Test Site Sponsor in accordance with FAA Order 1600.75, 32 CFR part 2002, and applicable regulations.

State, Local, or Tribal Territories Public Records Law

Release by the FAA of SUI or CUI to New York UAS Test Site _____ does not constitute a public release of information for purposes of the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

If the Test Site Sponsor receives a public records request under a governmental transparency law for any FAA information or data, the Test Site Sponsor must consult with the FAA prior to any release of information. The Test Site Sponsor must notify the FAA as soon as is practical, but no later than five (5) working days of receipt of any public records request. The Test Site Sponsor will provide the FAA at least five (5) working days to respond with any objections to release. If the Test Site Sponsor determines it will release information despite FAA objections, the Test Site Sponsor will provide notice to the FAA at least five (5) working days before the planned date of disclosure.

The Test Site Sponsor will protect SUI or CUI provided by the FAA from disclosure pursuant to any state, local, or tribal territory transparency and public records laws to the full extent the law permits.

The Test Site Sponsor must not release any SUI or CUI to any external party or any unauthorized party, including but not limited to any individual or entity without a “need to know” for the purpose of federal information-sharing requirements and consistent with Applicable Law. The Test Site Sponsor must coordinate with the FAA prior to sharing any SUI or CUI with an external party and must provide notice of the release of the SUI/CUI to an external party prior to the release of the information and consistent with applicable law. . Any request for release of information must be coordinated with the responsible FAA Contracting Officer prior to release.

ARTICLE 25. SECURITY

The Parties agree to work together to ensure the security of all endeavors and interactions taking place under this Agreement.

The Test Site Sponsor will ensure that its respective systems, personnel, and facilities are designed, managed, and operated in compliance with all relevant federal laws, regulations, and policies.

The FAA can require that certain R&D activities, information exchanges, or operational activities require enhanced security structures and procedures. This may require specific security procedures for systems, personnel, or facilities.

ARTICLE 26. PUBLICITY AND PRESS RELEASES

Media and Press Releases and No Endorsement.

A. The Test Site Sponsor must provide any publicity, press releases, advertisements, reports, talking points, articles, social media or online platform posts or comments, publicly posted reports, and chat comments or references, that involve any form of media (to include but not limited to text, video, or photo) that references or refers to the FAA or the activities or services included under the scope of the Agreement. The request must be submitted to the FAA CO for approval at least ten business days prior to the proposed publication date. The Test Site Sponsor must also provide notice of any interviews or provide the interview content that refers to the FAA or the license or services under the scope of the Agreement to the FAA CO for approval at least ten business days prior to the interview. The Test Site Sponsor must obtain approval by the FAA CO in writing. If the FAA disapproves of the messaging or press release, and such information is released, then the FAA reserves the right to publicly issue appropriate corrections or clarifications to such information.

B. The Test Site Sponsor shall not refer to this Agreement in advertisements, press releases, or other forms of endorsement in such a manner that states or implies the Federal Government sanctions, prefers, or considers products and/or services provided by the Test Site Sponsor superior to those of other vendors.

C. Any proposed use of the FAA logo or seal must be submitted to the FAA for approval. The Test Site Sponsor agrees not to display, or use any Agency or Federal Government seals, trademarks, logos, service marks, or trade names on the Company's websites, digital, or printed materials unless permission has been granted by the Agency in writing prior to the usage. Any requests for the use of the FAA branding must be compliant with FAA Order 1700.6, FAA Branding Policy, Use of the FAA Logo, FAA Signature and DOT Seal, and the Branding Standards, Tools and Templates, current versions. Use of the FAA or Federal Government name, logo, trademarks, service marks, seals without prior approval is prohibited.

ARTICLE 27. PRIORITY OF USE

Any schedule, milestone, or effort entered into under this Agreement is estimated by the Parties based on their current understanding of the availability of the FAA and Test Site Sponsor goods, services, information, interconnection, facilities, or equipment. The Parties agree that FAA's use of goods, services, information, interconnection, facilities, or equipment shall have priority over any use planned and implemented under this Agreement. Additionally, service interruptions to any services, information, or personnel may occur due to any reason including, but not limited to, operational necessity, safety, and security concerns and/or hardware failure.

The FAA, in its sole discretion, shall determine whether to exercise the aforementioned priority. The FAA reserves the right to interrupt or cut the supplied services, information, or personnel without prior coordination with the Test Site Sponsor. Test Site Sponsor will be notified by a representative of FAA as soon as practicable.

This Agreement does not obligate FAA to seek alternative government property, information, personnel, or services under the jurisdiction of FAA at other locations.

ARTICLE 28. NONEXCLUSIVITY

This Agreement is not exclusive. FAA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 29. ASSIGNMENT AND LOCATION, OWNERSHIP OR FACILITY CHANGE

Neither this Agreement nor any interest arising under it will be assigned or otherwise transferred by the Test Site Sponsor or FAA without the express written consent of the officials executing, or their successors, or higher-level officials possessing delegated authority to execute this Agreement. The Test Site Sponsor may not assign or transfer any interest under this OTA without prior written approval from the responsible FAA Contracting Officer.

Additionally, any proposed changes in moving to a new facility; changing the composition of the Test Site Sponsor; changes in ownership of subcontractors, vendors, and suppliers; or adding new core business functions to the system would also be considered significant changes and would need prior written consent from the responsible FAA Contracting Officer in order to continue under this Agreement.

ARTICLE 30. MISCELLANEOUS ITEMS

If additional terms and conditions are required to be included to address work required under this Agreement, such terms and conditions must be by mutual agreement and be incorporated by formal written modification to this Agreement.

The FAA may provide Government property to the Test Site for the purpose of research. If Government property is determined to be necessary, then the terms and conditions applicable to Government property provided to the Test Site will be included in the applicable contract or agreement scope at the time of the effort. Any separate contracts or agreements entered into between the Parties will be kept in the contract file.

ARTICLE 31. PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3507(d)) requires that the FAA consider the impact of paperwork and other information collection burdens imposed on the public. The FAA may, at its discretion, reduce or adjust any paperwork and other information collection requirements in this Agreement as the FAA deems appropriate to comply with the Paperwork Reduction Act.

ARTICLE 32. DISCLAIMER OF ENDORSEMENT

FAA does not endorse or sponsor any product, services or activity under this Agreement. FAA participation in this Agreement or provision of goods, services, information, interconnections, facilities, or equipment under this Agreement does not constitute endorsement by FAA. The Test Site Sponsor agrees that nothing in this agreement will be construed to imply that FAA authorizes, supports, endorses, or sponsors the Test Site Sponsor.

ARTICLE 33. SEVERABILITY

Nothing in this Agreement is intended to conflict with current law or regulation. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

ARTICLE 34. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this agreement, including the Non-Disclosure Agreements, Limitation of Liability, Intellectual Property Rights, and any associated requirements from the appendices to the Agreement, shall survive the expiration or termination of this Agreement.

ARTICLE 35. ENVIRONMENTAL COMPLIANCE

In accordance with 49 U.S.C. § 44803(b)(2) at any time the FAA can request an environmental review, consistent with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.) or any other related federal or state environmental statutes or regulations, for all potential operations at any location associated with operations conducted by the Test Site Sponsor under this Agreement.

Following the request for an environmental review, the Test Site Sponsor is prohibited from conducting the operations outlined in the environmental review without the specific written approval of the responsible FAA Contracting Officer. The Test Site Sponsor will be responsible for preparing, funding and supervising the drafting of an environmental review in accordance with the National Environmental Policy Act of 1960 (42 U.S.C. 4321 et seq.) subject to the supervision and adoption by the Administrator.

Every environmental review and associated documents demonstrating the Test Site Sponsor's compliance with federal and state environmental regulations and statutes will be kept on file.

At the conclusion of its activities at the Test Site, the Test Site Sponsor will promptly restore the Property to substantially the same condition in which it existed immediately prior to the entry of Test Site Sponsor, to the extent required by law. Such restoration will include removal of equipment, materials, and debris; repair of any damage caused by Test Site Sponsor, and appropriate removal, remediation, or corrective measures reasonably necessary to return the premises to its prior condition.

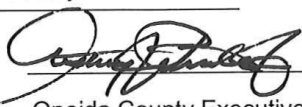
Nothing in this Article shall be construed to delegate NEPA decision-making authority to the Test Site Sponsor or to require the Test Site Sponsor to incur environmental review costs beyond those authorized by Applicable Law or available appropriations.

ARTICLE 36. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have the authority to execute this Agreement on behalf of their respective Parties. By signing the below, the undersigned agrees to and commits the Party they represent to complying with and fulfilling all of the terms and conditions set forth by this Agreement.

AGREED FOR:

The County of Oneida

By: 

Title: Oneida County Executive

Date: 4/21/2026

FAA

By: 

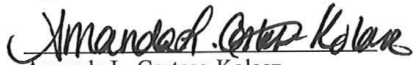
KRISTIN TUCKER
FRANTZ

Digitally signed by KRISTIN
TUCKER FRANTZ
Date: 2026.04.29 08:29:48 -0400

Title: Contracting Officer

Date: 4/29/2026

Approved:



Amanda L. Cortese-Kolasz
Assistant County Attorney

APPENDIX A – TEST SITE SPONSOR DATA ITEM DELIVERABLE LIST AND REPORTING REQUIREMENTS

a. Introduction

This Appendix sets forth the Data Deliverables required under this Agreement. Forms may be required to convey data item requirements.

Data item deliveries are key factors in demonstrating successful performance.

b. Reporting and Data Item Deliverable Requirements

i. Reporting Format

The FAA may collect data electronically via a website database specifically developed for the purpose of UAS Test Site information.

ii. Reporting and Data Item Deliverables

The Test Site Sponsor agrees to provide the FAA with operating data. Refer to Agreement Article 5 - Deliverables and Reporting Requirements for further information. Table 1 lists the Data Deliverables required by this Agreement.

Table 1: Required Data Deliverables

#	Type of Report/Data Deliverable	Period	Due Date
1	Signed Test Site COA; Experimental Certificate; or other applicable FAA authorization, waiver or exemption issued to the Test Site Sponsor or Sponsor for purposes of authorizing UAS operations at the Test Site.	N/A	1 week from receipt of FAA approval
2	Data reports in accordance with the requirements specified in Test Site COA; Experimental Certificate; or other applicable FAA authorization, waiver or exemption issued to the Test Site Sponsor or Sponsor for purposes of authorizing UAS operations at the Test Site.	As specified in the applicable authorization.	As specified in the applicable authorization.
3	Aircraft Inventory	N/A	Within 30 days of the effective date of this OTA, and annually thereafter And, as any document updates are made
4	Materials related to Technical Interchange Meetings	N/A	Three business days before the event

5	Risk Analysis Process/Safety Management System (SMS) Process	N/A	Within 30 days of the effective date of this OTA, and annually thereafter And, as any document updates are made
6	Risk Assessments	Ad Hoc	Within 7 days of FAA request
7	Airworthiness Assessment Process	N/A	Within 30 days of the effective date of this OTA, and annually thereafter And, as any document updates are made
8	Airworthiness Evaluations	Ad Hoc	Within 7 days of FAA request
9	Quarterly Reports (Recurring Updates) ¹	January 1 – March 31	April 30
10	Quarterly Reports (Recurring Updates) ¹	April 1 – June 30	July 30
11	Quarterly Reports (Recurring Updates) ¹	July 1 – September 30	October 30
12	Quarterly Reports (Recurring Updates) ¹	October 1 – December 31	January 31
13	Test Site Organization Structure	N/A	Within 30 days of effective date of this OTA, and as any updates are made
14	Final Report	October 1, 2025 – September 30, 2028	September 30, 2028

¹Quarterly Reports address the requirement in 49 USC 44803(e)(10) – “provide recommendations, on a quarterly basis until the program terminates, to the Administrator to further enable public and private development, testing, and evaluation activities at the test ranges to contribute to the safe integration of unmanned aircraft systems into the national airspace system.”

iii. Additional Details

1. Signed Test Site COA; Experimental Certificate; or other applicable FAA authorization, waiver or exemption issued to the Test Site Sponsor or Sponsor for purposes of authorizing UAS operations at the Test Site
 - Test Sites must send any FAA approvals to AUS
2. Data reporting requirements as specified in Test Site COA; Experimental Certificate; or other applicable FAA authorization, waiver or exemption issued to the Test Site Sponsor or Sponsor for purposes of authorizing UAS operations at the Test Site
 - Any data reporting requirement spelled out in any FAA approval is required separately and in addition to everything else spelled out in the OTA
 - Follow directions within each FAA authorization.

3. Aircraft Inventory
 - List of all UAS platforms owned or leased by the Test Site Sponsor or Sponsor, or flown under a Test Site Sponsor/Sponsor operational authority
 - List shall include:
 - Registration number
 - Manufacturer
 - Model
 - Max Gross Takeoff Weight
 - Max operating altitude
 - Aircraft Size/Bounding box
 - Aircraft type
 - Propulsion type
 - Defense Innovation Unit (DIU) Blue UAS Cleared?
 - If not, are you applying for a waiver of operations?
 - Max Payload Weight
4. Materials related to Technical Interchange Meetings (TIMs)
 - The parties will mutually agree on the content of any materials and reports to be delivered by the Test Site Sponsor to the FAA during TIMs.
 - Materials related to TIMs may include:
 - Introduction – updates to personnel, brief overview of test sites for new people
 - Test Site highlights
 - Programmatic updates
 - Operations updates
 - Risks
 - Lessons learned
 - Industry best practices
 - Future Needs
5. Risk Analysis Process / Safety Management (SMS) Process
 - Process document that details how the Test Sites assess risk for their operations
 - Includes elements such as hazard identification, mitigation, acceptance of risk, closing feedback loop with safety assurance monitoring
 - Reference materials include FAA Order 8040.4(series), FAA Order 8040.6(series)
 - Applies to all 44803 COA flights, at a minimum
6. Risk Assessments
 - The Test Site Sponsor must maintain the outputs from the Risk Analysis Process/Safety Management System (SMS) Process

7. Airworthiness Assessment Process

- Process document that details how the Test Site assesses a new aircraft as being airworthy
- Must align with the process outlined in FAA Order 8130.34().
- Must be reviewed and updated (if necessary) following any revisions to FAA Order 8130.34.
- Independent Safety Review Board (ISRB) must review UAS airworthiness information and make recommendations before any flight operations commence for a particular UAS.
 - ISRB board members and their credentials must be identified in this deliverable
- A flight readiness review (FRR) must be conducted before first flight of each aircraft following an airworthiness determination
- Applies to all 44803 COA flights, at a minimum

8. Airworthiness Evaluations

- The Test Site Sponsor must issue aircraft specific airworthiness statements that will be kept on file for each UAS applicant to the test site
- These statements are the outputs from the Airworthiness Process

9-12. Quarterly Reports

- Report contents may be shared, needs to be written in plain language
- Provide information about the various projects ongoing under the UAS Test Site authority
- Format to include:
 - Project Title
 - Background – Relevant background information
 - Purpose – The purpose of the research, what question(s) does it aim to address?
 - Approach – Method(s) used to conduct research
 - Sponsor – Who is sponsoring the research?
 - Partners – List other partners involved
 - Outcomes
 - Key Findings/Projected Benefit
 - List findings of research (if completed)
 - List of anticipated benefits
 - Recommendations
 - Test Site
 - Operational Authority (Part 107, Part 91, COA, Waiver, etc.)
 - Aircraft flown for the project (link back to Aircraft Inventory Deliverable)
 - Public Final Report Link (if available)
 - Relevant Attachments
 - Additional Information

13. Test Site Organization Structure

- Must provide information on Test Site organizational structure, key personnel, and partnerships
- Format to Include:
 - Test Site Sponsor (Organization)
 - Test Site Sponsor (POC)
 - Test Site structure and relationship between the Test Site and the Sponsor, including any applicable state laws
 - Key POC(s) for day-to-day operations and FAA engagement, if different from Test Site Sponsor POC
 - Other key Test Site personnel, contractors, partnerships, or other entities
 - Test Site Director (POC)
 - List of current partners (Industry, Academia, Government, International Entities)

14. Final Report

- Intended to be public, needs to be 508-compliant, and written in plain language
- Contents:
 - Title Page
 - Executive Summary
 - Introduction – Provides the background and purpose of the Test Site operations and introduces the content of the final report.
 - Findings, Recommendations & Conclusions – Provides the findings, lessons learned, newly identified safety risks and mitigations, recommendations, and conclusions of the activities conducted at the Test Site.
 - Supporting Data – Highlights the relevant data that supports their findings, recommendations, and conclusions.

APPENDIX B – DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Disclosure Regarding Payments to Influence Certain Federal Transactions

(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(I), 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. 5304) 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 must be considered to be regularly employed as soon as the officer or employee 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 must complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) The offeror 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 \$150,000 must 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, must 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 its 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 the 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;
- (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' must 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) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted under this clause.

(d) Disclosure.

(1) If the Contractor, who requests or receives from an agency a Federal contract, has made or has agreed to make any payment using non-appropriated funds (to include profits from any Covered Federal action), to any person for the purpose of 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 a Covered Federal action, the Contractor must file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities..

(2) The Contractor must 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 (d)(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 must require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$150,000 under the Federal contract.

(4) All subcontractor disclosure forms must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must 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) must 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: Must be used in all SIRs and contracts when the TEPV exceeds \$150,000.

UCF Section: I

Include by Reference

APPENDIX C – PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Definitions. As used in this clause--

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).]

“Covered foreign country” means The People's Republic of China.

“Covered telecommunications equipment or services” means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance

to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or 5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when traveling outside the geographical coverage area of a home network

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of

the Government.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

ATTACHMENT F

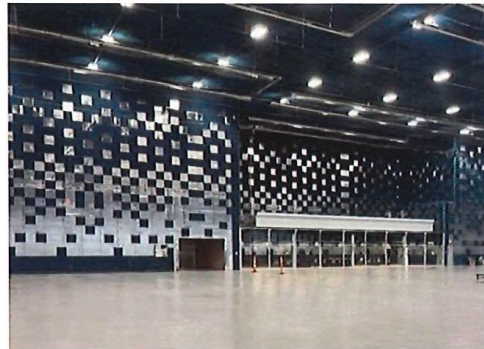
SKYDOME FACT SHEET



SkyDome

Solve problems and know the risks before flying in the “Wild”!

SkyDome, adjacent to the NYUASTS Operations Center, is a 150'(W) X 150'(L) X 40'(H) indoor/outdoor instrumented UAS, Internet of Things and Cyber Physical System experimentation facility that will support year-round development and test of advanced technologies including Radio Frequency (RF) spectrum for command and control, detect and avoid, vehicle to vehicle to communications, mobile networking, autonomous swarms and counter UAS.



- Enables all-season, all-weather, day or night flight by multiple concurrent battery-powered hover-capable small VTOL UAS.
- Unique GPS-denied test environment with walls constructed to support varied RF reflection and absorption emulating an urban environment.
- Fully instrumented control room with networked computers for flight test management, observation and measurement.
- Dedicated data center with patchable fiber connectivity.
- 16 instrumentation junction boxes are distributed throughout the walls and ceiling with RF coaxial cable and fiber optic cable (including multiple dark single-mode OS2 fibers for expansion) reach back to the SkyDome data server. Filtered power at each node includes 220VAC outlet on a 30A circuit, a 110VAC outlet on a 30A circuit, and four standard 110V outlets on a 20A circuit.
- RF emissions in the license free Industrial, Scientific, and Medical (ISM) bands (400 MHz to 6 GHz), other free license bands, or bands where a user has the required license have no restrictions. In all cases, the Federal Communications Commission (FCC) rules apply and transmit power levels will be monitored to ensure non-negligible leakage.
- Testing RF emissions in aviation safety critical frequency bands, including in or near Global Navigation Satellite System (GNSS, including GPS, Galileo, GLONASS, etc.), will be addressed on a case by case basis.
- SkyDome doors open to a netted area measuring approximately 150'(W) X 42' (L) X 70' (H).



ATTACHMENT G

CURRENT NYUASTS GENERAL OPERATING MANUAL

New York UAS Test Site
General Operating
Manual Version 7.0
4 November 2024

GRIFFISS INTERNATIONAL AIRPORT
ONEIDA COUNTY, NEW YORK
FAA Designated UAS Test Site

1.1. NYUASTS Operator

The NYUASTS Operator is responsible for the overall operation of the UASTS, including safety. The duties of the position include:

- Organizing, staffing, and directing flight operations, flight safety, flight scheduling, and training programs
- Controlling operations and operational standards of all aircraft operated
- Managing functions which impact operational control (e.g., maintenance, flight support, equipment)
- Developing, implementing, and maintaining Safety Management Systems
- Ensuring continued review and updating of the General Operating Manual
- Liaising with the appropriate regulatory authorities on all matters concerning flight operations
- Liaising with any applicable external agencies which may affect aircraft operations
- Ensuring that aircraft operations are conducted in accordance with national and international regulations, standards, and NYUASTS operating policies
- Ensuring that test scheduling complies with any applicable flight and duty time limitations
- Ensuring that the Test Site Team is kept informed of any changes to the regulations and operating standards
- Receiving and acting on any aeronautical information affecting safety of flight
- Disseminating aircraft safety information, both internal and external
- Ensuring that flight crew qualifications are current
- Maintaining a record of NYUASTS operations.

The NYUASTS Operator must have the following qualifications:

- Has supervisory experience pertaining to aviation or has held an appropriate FAA certificate; and
- Demonstrates knowledge with respect to the operation of a UASTS, the content of the General Operating Manual, and pertinent regulations and standards, as necessary to carry out the duties and responsibilities of the position.

1.2. NYUASTS Director of Test Site Operations

The NYUASTS Director of Test Site Operations is responsible for Test Site functions at the strategic level, including regulatory affairs, coordination with the FAA, test range sustainment, and airspace. The duties of this position include:

- Assuming any responsibilities delegated by the NYUASTS Operator

- Developing and publishing standard operating procedures
- Issuing directives and notices to Test Site personnel as required
- Ensuring that all NYUASTS areas of operation are operationally suitable and meet Test Site requirements
- Ensuring that all operations include risk management policies specified in the Safety Management System
- Investigating regulatory development or changes that may affect NYUASTS operations
- Establishing new test ranges, including COAs or other operational authorizations
- Maintaining and renewing COAs to provide continued access to airspace
- Performing reporting functions in compliance with COAs
- Liaising with the FAA regarding UASTS administration, including attending routine Technical Interchange Meetings
- Developing strategies for future tests to continue meeting the goals of the FAA UASTS program

The NYUASTS Director of Test Site Operations must have the following qualifications:

- Significant aviation experience gained through aircraft operation or management
- Holds a current Remote Pilot FAA certificate, at a minimum
- Is qualified in accordance with the NYUASTS training program to act as RPIC of one of the categories of aircraft operated at the NYUASTS
- Demonstrates knowledge of the content of the General Operating Manual, Standard Operating Procedures, and the NYUASTS training program, as necessary to carry out the duties and responsibilities of the position.

1.3. Director of Flight Operations

The NYUASTS Director of Flight Operations is responsible for the professional standards of the flight crews under his authority, implementing and maintaining related aspects of the Safety Management System, and ensuring that the operations and training safety management goals are met. The duties of this position include:

- Assuming any responsibilities delegated by the NYUASTS Operator
- Supervising flight crews and maintenance crews
- Developing and publishing standard operating procedures
- Developing and implementing all required training programs for flight crews
- Issuing directives and notices to flight crews as required
- Ensuring that all NYUASTS areas of operation are operationally suitable and meet Test Site requirements
- Acting on and distributing accident, incident, and other occurrence reports
- Processing and acting on any flight crew reports

- Ensuring that all operations include risk management policies specified in the Safety Management System
- Ensuring that flight crews participate effectively in the Safety Management System
- Ensuring that all NYUASTS Remote Pilots-in-Command (RPICs) satisfactorily perform an annual check-ride in accordance with established NYUASTS procedures.
- Ensuring results of check-rides are documented in accordance with FAA

requirements. The NYUASTS Director of Flight Operations must have the following qualifications:

- Significant aviation experience gained through aircraft operation or management
- Holds a current Remote Pilot FAA certificate, at a minimum
- Is qualified in accordance with the NYUASTS training program to act as RPIC of one of the categories of aircraft operated at the NYUASTS
- Demonstrates knowledge of the content of the General Operating Manual, Standard Operating Procedures, and the NYUASTS training program, as necessary to carry out the duties and responsibilities of the position.

1.3.1. Maintenance Crew(s)

The Director of Flight Operations is also responsible for implementing maintenance-related aspects of the Safety Management System and meeting all maintenance-related safety management goals. The duties of the position include:

- Planning and controlling all aircraft maintenance
- Liaising with the FAA on maintenance matters, as applicable
- Supervising aircraft maintenance crews
- Liaising with all persons performing maintenance on NYUASTS aircraft
- Ensuring that aircraft maintenance is documented in accordance with regulations and NYUASTS policy
- Ensuring that Airworthiness Directives and service bulletins that affect NYUASTS aircraft are complied with appropriately
- Removing from service any aircraft that are unsafe, or that do not comply with regulations
- Ensuring that all maintenance-related procedures include risk management as part of the Safety Management System
- Ensuring that maintenance crews participate effectively in the Safety Management System
- Establishing safety policies and procedures for ground operations.

NYUASTS personnel performing maintenance functions must have the following qualifications:

- Demonstrates knowledge of planning, implementing, and directing maintenance programs for NYUASTS aircraft, as necessary to carry out the duties and responsibilities of the position
- Demonstrates knowledge of the applicable standards and regulations for NYUASTS aircraft.

1.4. NYUASTS Director of Safety

The NYUASTS Director of Safety is responsible for the administration of the Safety Management System. The duties of the position include:

- Monitoring and advising on all operational safety activities which may have an impact on flight and ground safety
- Establishing and managing the Test Site Operator hazard identification and tracking system through the UASTS Safety Risk Management SRM process
- Monitoring industry flight safety concerns which may have an impact on operations
- Maintaining close liaison with aircraft manufacturers and industry safety associations
- Developing and maintaining the Test Site Operator off-airport emergency response plan. During on-airport operations, the current Aviation Rescue and Fire Fighting (ARFF) procedures will be utilized
- Conducting incident or accident investigations as required
- Publishing subsequent Incident and/or Accident Safety reports as-required
- Analyzing hazard reports and other identified safety concerns and making recommendations on appropriate mitigation
- Investigating and reporting on incidents/accidents and making recommendations on mitigations or modifications to the Safety Management System
- Making recommendations to the Test Site Operator's senior management on matters pertaining to the Safety Management System
- Conducting periodic evaluations of the Safety Management System and reporting the results to management as required
- Monitoring the response and measuring the results of safety initiatives
- Convening and leading ISRB meetings, as Chairman
- Supervising airworthiness crews

The NYUASTS Director of Safety must have the following qualifications:

- Extensive operational experience, normally achieved as a flight crew member or equivalent experience in aviation management
- Training in the following:

- Flight safety philosophy
- Human factors in safety
- The safety decision-making process
- Accident prevention
- The role of the safety officer as advisor to senior management
- Risk management
- Accident/incident management
- Safety Management Systems
- Emergency response planning
- Incident investigation.

1.4.1. Airworthiness Crew(s)

The Director of Safety is also responsible for assessing airworthiness of any platform to be operated under NYUASTS authorities. The duties of the position include:

- Planning and controlling all airworthiness assessments
- Noting airworthiness discrepancies and advising appropriate personnel on corrective actions
- Liaising with the FAA on airworthiness matters, as applicable
- Liaising with all persons performing airworthiness assessments on aircraft to be operated under NYUASTS authorities
- When appropriate, issuing NYUASTS airworthiness statements for public and civil UAS, in accordance with NYUASTS policies
- Maintaining airworthiness statement records in the NYUASTS shared administrative file system

1.5. NYUASTS Test Director

The NYUASTS Test Director is responsible for the execution of non-flight portions of test events. The duties of the position include:

- Developing and reviewing test plans, including detailed test cards
- Liaising with the Director of Test Site Operations to ensure regulatory and airspace requirements are met
- Liaising with the Director of Flight Operations regarding flight schedule, aircraft, and flight crew requirements
- Supporting NYUASTS SMS review, including participation in ISRB meetings to provide technical input
- Executing tests in accordance with the approved test plan
- Performing data collection during tests
- Supervising IT personnel in support of NYUASTS general operations and specific

test events

- Supervising Test Crew personnel involved in non-flight portions of test

events The NYUASTS Test Director must have the following qualifications:

- Extensive test experience, normally achieved as a test engineer

1.6. Flight Crew – Remote Pilot-in-Command

A NYUASTS RPIC is responsible to the NYUASTS Director of Flight Operations for the safe execution of flight operations. The duties of the position include:

- Ensuring that all flight planning requirements have been met
- Ensuring that aircraft crew members have valid FAA certificates and medical certificates, if required
- Checking weather, all applicable NOTAMs where available, and determining fuel, oil, battery, and oxygen requirements, as applicable
- Determining the aircraft weight and balance
- Ensuring that the aircraft is airworthy, duly registered, and that the appropriate documentation is on board the aircraft, or at the ground control station
- Ensuring that a flight will not be commenced, or will not be continued beyond the nearest suitable airport or landing site if a flight crew member is, or becomes, incapacitated
- Completing an aircraft pre-flight inspection before each departure
- Operating the aircraft in accordance with aircraft operator procedures, aircraft limitations, and other specific provisions, including COA provisions, applicable to the aircraft test site approval
- Notifying authorities of any accident, acts of unlawful interference, or landing at an airport or other landing site caused by circumstances beyond the control of the RPIC
- Completing all post-flight duties, including log requirements and post-flight

inspection The NYUASTS RPIC must have the following qualifications:

- Hold an appropriate certificate for the assigned aircraft operations
- Be familiar with the NYUASTS Safety Management System

1.7. Other Flight Crew

The Director of Flight Operations or RPIC may assign personnel to other roles as part of the flight crew. Other flight crew roles are defined as follows:

- Second-in-command (SIC): assists the RPIC in the management of the flight in

accordance with the directions of the RPIC. The SIC may operate the aircraft under the authority of the RPIC and should take over control in the event of RPIC incapacity. The SIC may also be referred to as the person manipulating the controls.

- Flight Engineer: carries out specific safety or test duties under the direction of the RPIC. The flight test engineer may also perform aircraft operation if qualified and assigned by the RPIC.
- Flight Test Engineer: carries out aspects of the flight test, including planning, briefing, and coordinating flight profiles. The flight test engineer may also be responsible for managing equipment, sensors, communications, data links during all phases of flight. The flight test engineer may also be responsible for retrieving, storing, and reporting test-related data for FAA or NYUASTS documentation purposes. The flight test engineer may also perform aircraft operation if qualified and assigned by the RPIC.
- Flight Coordinator: carries out scheduling of flight operations, with consideration for weather information, crew schedules, aircraft maintenance requirements, and safety procedures.
- Visual Observer (VO): carries out duties assigned by the RPIC related to the requirement to see-and-avoid obstacles and other air traffic.

The NYUASTS may elect to authorize additional personnel to act as mission-assigned crew members supporting UAS operations. The roles and responsibilities of any additional crew members must be clearly defined and communicated such that all personnel understand and comply with routine and/or emergency procedures. In all cases, flight crew must maintain sterile cockpit procedures to minimize distractions. This is especially important in a test environment where aircraft system modifications may pose safety challenges.

1.8. Appointment of Acting Personnel

When a person in a NYUASTS management position expects to be unavailable to perform day-to-day management duties due to vacation, days off, illness, flight schedule requirements, or other circumstances, they should designate another person to perform their duties during the period of unavailability. Such appointments should be promulgated via e-mail to all NYUASTS personnel. In the case of short term or unanticipated absence the following authority delegation assignments are authorized:

- The NYUASTS Operator may assume the role of the NYUASTS Director of Test Site Operations
- The NYUASTS Operator may assume the role of the NYUASTS Director of Safety
- The NYUASTS Director of Flight Operations may assume the role of Director of Test Site Operations
- The NYUASTS Director of Test Site Operations may assume the role of Director of Flight Operations

2. NYUASTS Procedures

NYUASTS consists of multiple ranges, operating areas, routes, etc., each of which requires its own set of specific operating procedures. The NYUASTS also supports a variety of operating modes, including Beyond Visual Line of Sight (BVLOS) from an indoor Operations Center, pictured in Figure 2-1, or a Mobile Operations Center (MOC), shown in Figure 2-2. This document provides a common set of Standard Operating Procedures (SOPs) and information to support UAS test operations at all NYUASTS ranges. The procedures described below for operations at the NYUASTS help ensure safety during all phases of flight operations. UAS pilots operating at NYUASTS are required to be familiar with these SOPs. Management of operations also requires that administrative procedures be performed in a timely manner. Table 2-1 summarizes high-level NYUASTS tasks and the intervals at which they are performed.



Figure 2-1: NYUASTS Operations Center Workstation and Display Wall.



Figure 2-2: NYUASTS MOC.

2.1. Griffiss UAS Zones

For operations at Griffiss International Airport, procedures are defined in accordance with the Letter of Agreement (LOA) between Griffiss Air Traffic Control (ATC), Griffiss International

Airport, and the NYUASTS. This LOA defines four UAS working areas within the Griffiss Class D airspace. This represents an expansion of the original “Triangle” work area that was implemented during initial NYUASTS operations at Griffiss. The maximum allowable altitude in all the zones is restricted by the maximum altitude permitted by applicable COAs. The four UAS zones are depicted in Figure 2-3. Zones A and C establish controlled environments for small UAS (sUAS) operations. Zones A and C also provide safe holding areas for operations that utilize the runway environment or airport operations area (AOA). Zone B encompasses the runway environment and portions of the taxiways. This zone provides an operating area for fixed-wing UAS operations that require a runway. Zone D encompasses certain areas of the Griffiss International Airport ramps, and buildings within the airport and business park.



Figure 2-3: Griffiss UAS Zone Map.

2.2. Rome-Syracuse Corridor

sUAS operations conducted in the Rome-Syracuse corridor are performed in accordance with LOAs between the NYUASTS and Griffiss ATC and between the NYUASTS and Syracuse ATC. Procedures, conditions, and limitations are further defined by the NYUASTS 44803(c) “Charlie” waiver. This waiver pertains to sUAS operated as civil aircraft in several specific operation areas. The intersection of these discrete operation areas forms the Rome-Syracuse corridor envelope, depicted in Figure 2-4. The floor of all operation areas is at ground level, while the ceiling of each area is defined separately, varying between 200 feet above ground level (AGL) and 3000 feet

above mean sea level (MSL). BVLOS operations are authorized within these areas when ground-based VOs or ground-based surveillance systems are used as described in the waiver. Use cases for the corridor are not limited to transiting between Rome and Syracuse.

The corridor provides ample area for experimentation and maneuvering sUAS, notably in the vicinity of Griffiss and over Oneida Lake. When more space is needed beyond the Griffiss UAS Zones described above, the Rome-Syracuse corridor can serve an extension of the Zone operating areas. In such cases, operating procedures for the Griffiss UAS Zones and the provisions of the Charlie waiver both apply.



Figure 2-4: 3D Representation of the Rome-Syracuse Corridor.

2.3. Large UAS COAs

Procedures that define the operation of large UAS at the NYUASTS are guided by the provisions of the NYUASTS's large UAS authorizations. These authorizations include large geographic regions and various levels of airspace, up to and including the upper limit of Class A airspace.

The large UAS operation areas are depicted in Figure 2-5. These authorizations do not permit unaided BVLOS operations, and as such, VO or chase plane procedures are required. NYUASTS also implements UAS holding areas for operations pursuant to large UAS waivers. Holding areas are defined in the authorizations as well as in the ATC LOAs.

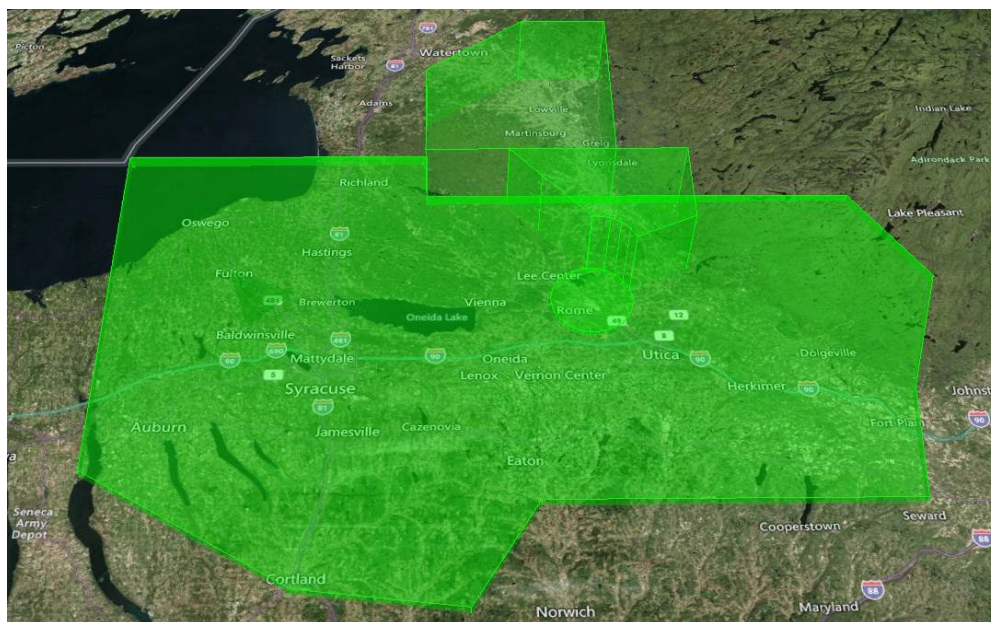


Figure 2-5: 3D Representation of the NYUASTS Large UAS COA Operation Areas.

2.4. Administrative Procedures

Planning for UAS operations typically begins when a potential Test Site user contacts NYUASTS. Effective communications during early discussions with a potential Test Site user are critical to the success of a test program. The Test Site Team must work with the potential test site user to prepare detailed UAS operator documentation. All project documentation is maintained in a shared administrative file system for collaboration among NYUASTS team members. Accuracy of this information is critical to the NYUASTS procedures for resource and technical planning.

2.5. Privacy Procedures

In accordance with the OTA between Oneida County and the FAA, the NYUASTS has established privacy policies governing all Test Site activities. The privacy policy is maintained in the NYUASTS shared file system as well as in the UAS Test Site Portal within the FAA's Knowledge Services Network (KSN). The privacy policy is made publicly available, as required by the OTA. The privacy policy is reviewed and updated (if necessary) annually to remain current and effective. The annual review also serves to verify compliance with and enforcement of privacy policies.

2.6. Data Collection Procedures

The OTA requires NYUASTS to provide UAS safety and operational data to the FAA and designated organizations involved in researching UAS integration into the NAS. The purpose of the UASTS program is to provide the FAA with safety, R&D, and operational data to help accelerate FAA development of procedures, standards, and regulations as UAS operations integrate into the NAS. Data collection categories may include administrative information, crew

information, training records, airworthiness records, equipment performance metrics, flight information, communications records, collision avoidance information, pilot deviation information, incident records, and anomaly descriptions.

High-level data is collected and recorded by the NYUASTS during the initial phases of a project, as described in Section 2.4. Flight information is recorded by NYUASTS crew members during operations. An excerpt of the form used for logging flights in is shown in Figure 2-6. This flight log is filled by a designated crew member out in the field during each flight operation. The filled form is saved to the shared administrative file system at the end of the flight operation. Information from the form is then transferred to the NYUASTS global flight tracker, which serves as a record of all flights performed at NYUASTS. This record is also stored in the shared administrative file system. At the end of each month, records for flights that occurred during that month are uploaded to the MLS Application of the UAS Test Site Portal within KSN. Flights performed under NYUASTS COAs are also reported to the COA Application Processing System (CAPS) monthly. Reports in CAPS are to be performed by the “responsible person” identified in the COA. Data reported to CAPS is also derived from the NYUASTS global flight tracker.

UAS Flight Log										General Notes		Payload Configuration					
Date	Recorded by		Client / Project		RAIM Check (Initial, if req'd)												
COA					Flight Rules		VLoSBVLoS		Aircraft Weight								
FA3#					☐ IFR ☐ VFR		☐ LOS ☐ EVLOS ☐ BLOS		☐ Under 5 lb ☐ 5 lb to < 55 lb ☐ 55 lb to < 300 lb ☐ 300 lb and over								
Crew Data																	
No.	Initials	(PIC / VO)	Crew Duty Day Start (Z)	Crew Duty Day End (Z)	CtLoSBLoS		Airspace Class										
1					☐ LOS ☐ BLOS		☐ A ☐ B ☐ C ☐ D ☐ E ☐ G ☐ Restricted										
2																	
3																	
Flight Data																	
No.	GCS Location (lat/lon)	Launch Location (lat/lon)	Landing Location (lat/lon)	GCS Start (Z)	Engine up time (Z)	Start Time (Z)	End Time (Z)	Engine Down Time (Z)	GCS End (Z)	Distance (NM)	Range (NM)	Temp. (°C)	Mission Code	Pilot	Battery	Mission Type (aut/man)	Sortie Notes
1																	
2																	
3																	
4																	

Figure 2-6: Excerpt of the NYUASTS Flight Log Form.

2.7. Security Procedures

NYUASTS ensures physical security and cybersecurity during UAS operations through several security measures. Access to the Operations Center is restricted by electronic badge access, such that only approved personnel with badges provided by Griffiss International Airport can enter. This helps ensure flight operations aren’t disrupted by unauthorized personnel. The Test Site Team will work with Test Site users or visitors to ensure that security badge requirements are coordinated and obtained. The pilot workstations of the Operations Center are also positioned such that they are not visible from any door or window. When closed, the Operations Center window blinds prevent the pilot workstations from being seen from the airfield. This provides a level of security as it ensures that unauthorized personnel cannot easily interfere with pilots

operating from the workstations. The physical security measures protecting the Operations Center also play a role in the NYUASTS cybersecurity procedures. By restricting access to the Operations Center, unauthorized personnel are denied access to computer systems that are used for flight operations and data storage. The window coverings described above also prevent unauthorized personnel from viewing potentially sensitive data on Operations Center screens.

Robust cybersecurity measures are in place to protect NYUASTS networks and data. NYUASTS follows industry standards for cybersecurity and has undergone a formal evaluation to obtain an Authority to Operate (ATO) while connected to NASA networks.

NYUASTS makes use of physical security procedures to protect assets that are critical to flight operations. Aircraft stored at NYUASTS are kept in access-controlled facilities. This prevents damage or tampering by unauthorized personnel. Communications systems such as radio modems and antennas are also in protected locations. The primary antenna farm for the NYUASTS is access-controlled to reduce the risk of interrupted communications during flight operations. Cameras are also located in key indoor and outdoor test areas for security and surveillance.

Security of flight operations occurring at Griffiss International Airport are enhanced by the fence surrounding the entire property. The fence is six feet tall, deterring unauthorized pedestrians and vehicles from entering the airport. The boundary of the airfield fence is depicted in Figure 2-7. The airfield is a Security Identification Display Area (SIDA), which requires that all personnel must always display an airport-approved identification badge while inside the fence. Personnel who do not have a badge must be escorted by authorized personnel.



Figure 2-7: Airport Fence Boundary.

The NYUASTS MOC employs security techniques similar to those of the Operations Center. Computer systems and data are protected under the same cybersecurity policies that apply to the entire Test Site. Each entrance and access panel of the MOC is lockable to enforce strict access control. This protects MOC flight operations from disruptions due to unauthorized personnel. Likewise, the MOC is devoid of windows. Within the MOC, the data server and pilot workstations are contained within an access-controlled server rack, which further protects systems and data.

NYUASTS makes use of well-marked and well-established takeoff and landing areas as an additional layer of physical security. Under nominal flight conditions, this ensures that aircraft are not landed in an unsecured environment, even when operating away from the secured Griffiss International Airport facility. NYUASTS ground crew maintain takeoff and landing areas in such a manner that unauthorized personnel are unlikely and discouraged to approach the aircraft.

Aircraft are often equipped with a variety of equipment and sensors which gather large quantities of information. This data may be proprietary, classified, or subject to export control restrictions. Increased physical and cyber security measures may be established by the NYUASTS, commensurate with requirements of the project at hand.

2.8. Scheduling

NYUASTS uses a shared calendar to schedule and deconflict ground and airspace for operations. Project dates are recorded on the shared calendar as soon as they are known, at least one month in advance for complex operations and one week in advance for basic operations. Flight test dates are also posted in the UAS Test Site Portal within KSN to make the FAA aware of upcoming operations. Flight schedules include the range area being used for the project, aircraft type, RF/spectrum type, date/time of test site user arrival, flight brief time, range times, point of contact, estimated date/time of test site user departure from NYUASTS. In many cases, it is possible to conduct multiple NYUASTS operations simultaneously, as the schedule allows for coordination and deconfliction between different ranges, or even between different operators in the same range. Flight schedules are also shared with ATC as required. Specific ATC coordination is defined by applicable LOAs. As a courtesy, the Griffiss ATC manager is notified weekly of any upcoming UAS operations in the Griffiss area.

During the scheduling phase, a NOTAM is issued regarding the planned UAS operations. Many of the NYUASTS airspace authorizations require a NOTAM to be submitted not more than 72 hours in advance, but not less than 24 hours prior to the operation. Issuing the NOTAM is coordinated through local airport operations, or directly via Flight Services (online or telephone). The NYUASTS UAS Remote Identification waivers also require that the NOTAM comments section indicate when UAS are operated without Remote Identification.

Meteorological conditions are also taken into consideration during scheduling. UAS flight operations cannot take place unless the weather minimums specified in FAR 91.155 are met. Further, operations are not scheduled when weather conditions would be hazardous to crew members, exceed aircraft limitations, or violate any additional limitations imposed by the ISRB.

2.9. Daily Operations Procedures

During each day of flight operations, all crew members attend a flight briefing. The briefing covers topics including the project overview, mission plan, weather, Receiver Autonomous Integrity Monitoring (RAIM) status, NOTAMs, logistics, communication plan, safety information, emergency procedures, incident response, limiting factors (LIMFACs), and a time hack (sync). A range orientation is included in the briefing if any participants are unfamiliar with the operations areas. The NYUASTS Director of Flight Operations or his designee is responsible for conducting the flight briefing. The briefing will also identify a Mission Commander (MC), who may be the Director of Flight Operations or his designee. The MC is responsible for overseeing flight operations and handling high-level requirements of the project. The MC has authority to make administrative-level decisions affecting flight operations, such as venues, schedules, and general flight crew assignments. The MC does not have authority over each individual flight, as that authority is reserved for the RPIC of each aircraft. The MC also does not have authority over controlled airspace, as the appropriate ATC facility holds that responsibility. Appendix A further defines the role of the MC.

Following the flight briefing, flight crews reposition to their respective venues and prepare for flight operations. Equipment staging and packing checklists are used to ensure all required equipment is brought to the field. Once at the flight location, flight crews establish and mark suitable takeoff and landing areas. Checklists are followed to ensure aircraft are configured and prepared according to manufacturer recommendations. The RPIC also employs a preflight checklist and conducts a takeoff briefing to cover any additional information not included in the initial flight briefing. The RPIC obtains takeoff clearance from ATC (either directly or via the MC), if applicable, before commencing flight. Ground crew record flight details including launch times, in accordance with FAA COA reporting requirements.

During flight operations, crew resource management procedures are employed to maintain safety of flight. Flight crews also adhere to sterile cockpit procedures. Throughout the duration of flight, flight crews maintain surveillance of the UAS either visually, or using ground-based surveillance systems, if permitted by applicable COAs. Flight crews also monitor weather conditions throughout the flight to ensure a suitable flight environment for the UAS platform and activity. This includes maintenance of minimum visibility and cloud clearance requirements specified in FAR 91.155. Throughout the operation, two-way communication is maintained between crew members and between the RPIC and ATC, if applicable.

During the recovery phase of flight, the RPIC obtains a landing clearance from ATC, if applicable. The RPIC follows landing checklists and ensures the landing area is safe. Ground crew record

flight details including landing time, in accordance with FAA reporting requirements. Following landing, flight crews follow post-flight checklists, including for inspection and tear-down of equipment. Following the last landing of the day (or session, if an extended break in flight activity is expected), the RPIC reports to ATC the total number of UAS sorties flown, if applicable. A post-flight briefing (“hot wash”) is conducted by the Director of Flight Operations or his designee. This briefing addresses accomplishments, any safety issues, any equipment issues, any incidents, and plans for upcoming operations (if relevant to the completed operations).

2.10. Simultaneous Operations Procedures

Operating multiple UASs simultaneously requires special procedures to ensure safety. The underlying principles for safe simultaneous operation are ensuring sufficient separation between UASs and maintaining clear communication between the crews of each UAS. Unless special authorization has been granted by the Director of Test Site Operations, when multiple UAS VLOS operations are conducted, UASs are deconflicted geographically and are assigned deconflicted, segregated contingency altitudes. For operations at Griffiss International Airport, deconfliction is typically accomplished by assigning flight areas in separate zones. For example, one sUAS can operate within Zone A while another sUAS is operating in Zone C. When required, it is permissible for multiple UAS to operate within the same Zone at KRME, provided safe separation is possible for the UASs involved. The RPIC of each UAS is responsible for maintaining his assigned deconflicted boundaries and altitudes (with assistance from the MC and ATC if required), and coordinating flight routes with ATC. Each UAS is assigned an area within their deconflicted area to be used for contingency and emergency situations such as lost link. Any contingency orbits remain within 1 NM laterally of the contingency point and at the deconflicted contingency altitude. Flight termination procedures are taken into consideration when selecting deconflicted contingency areas.

2.11. Ground Operations Procedures

Ground operations procedures at NYUASTS facilities are informed by local procedures. Airport driving privileges are administered by airport management. NYUASTS personnel may be trained for non-movement area training and/or movement area training. In all cases, when operating on the airport surface, drivers monitor the ATC ground frequency and emergency frequency, if possible. ATC may use light gun signals to direct ground traffic not equipped with radios. As an added layer of safety, cell phones are used as a backup means of communicating between ground vehicles and ATC.

At KRME, the Saab SR-3 surface movement radar provides additional situational awareness and an added layer of safety for ground operations. Data from the SR-3 is viewable in the Operations Center and any device that has access to the NYUASTS network.

2.12. Surveillance Procedures

Most UAS operations take place under visual surveillance at NYUASTS. Even BVLOS operations often involve visual surveillance, especially at the takeoff and landing areas, or as a backup to electronic surveillance mechanisms. When operating in NYUASTS range areas, qualified VOs assist the RPIC in keeping the UAS in its designated area and watching for traffic or obstacles that may pose a risk to safety. The VO may be co-located with the RPIC or be positioned elsewhere to better monitor the UAS during flight. VO tasking is defined and articulated in the pre-flight briefing. As VOs are members of the flight crew, they attend the pre-flight briefing. Specific duties of VOs include understanding all aspects of flight profiles to be flown, maintaining constant communication with the RPIC, maintaining visual contact with the UAS, notifying the RPIC immediately of any loss of visual contact, notifying the RPIC of any hazards to flight, notifying the RPIC of any weather issues (ceiling, visibility, wind, precipitation), issuing navigation recommendations to the RPIC to avoid hazards, adhering to sterile cockpit procedures, and performing observation duties for only one UAS at a time. To ensure communication between the VO and RPIC is functioning, the VO should make periodic “eyes on” call-outs to the RPIC.

When authorized by FAA COA or clarification letter, multiple successive VOs may be used to extend the operational range of VLOS flight profiles. This form of visual surveillance is also known as daisy-chaining VOs. When daisy-chaining, clear procedures and areas of surveillance are established to ensure effective handoff of responsibility from one VO to the next. All VOs have primary and secondary means of communication. One VO will always be positioned with the RPIC, unless the RPIC is flying from a location where it is not possible to station a VO (e.g., from within an Operations Center). Communications checks are performed between all crew members prior to flight. Handoffs from one VO to the next is conducted using the following procedure:

1. RPIC advises all VOs when UAS is moving from one area of surveillance to another.
2. Passing VO informs receiving VO of approximate UAS position, heading, and altitude.
3. Receiving VO states when UA is positively identified.
4. Passing VO hands off VO duties to receiving VO with radio call.
5. Receiving VO acknowledges with radio call, completing handoff.
6. If successful handoff is not accomplished, RPIC will loiter the UA at its current position until handoff is completed or will backtrack to the previous area of surveillance to reattempt the handoff.

When authorized by FAA COA, VO duties may be conducted using a chase aircraft. The responsibilities and requirements for ground-based VOs also apply to VOs using chase aircraft. In addition to those responsibilities, chase operations must comply with FAR 91.111 and terms listed in applicable COAs. In general, chase aircraft and the UAS are of similar performance regarding speed ranges (e.g., stall speeds) and maneuverability (e.g., turn rates). The chase PIC

is trained in formation/chase operations with emphasis on chasing slow moving aircraft, as applicable. The chase aircraft maintains a safe distance from the UAS, should the UAS experience a malfunction or other erratic behavior. The chase aircraft maintains position as to provide sufficient visual surveillance of the UAS, possible conflicting aircraft in the flight path of the UAS, and to advise the RPIC of the situation. Should the chase aircraft experience a malfunction or emergency in which observation duties must be discontinued, the UAS mission will be terminated. If time and conditions permit, the chase aircraft may provide chase duties back to the recovery base.

Electronic means of surveillance are used to enable BVLOS operations at the NYUASTS. NYUASTS has installed a ground-based air traffic precision surveillance system, based on primary radar, multilateration (MLAT), and supplemental ADS-B receivers. Data from these systems is displayed in a 3D visualization system made available in the Operations Center and to any devices with access to the NYUASTS network. During BVLOS operations, the RPIC monitors the 3D visualization system to detect and avoid other aircraft or airborne hazards that may pose a risk to flight safety. Additional crew members may be assigned to monitor data from electronic surveillance systems in support of the RPIC. Utilizing the same principles as for VO duties, crew monitoring the surveillance systems call out potential hazards to the RPIC.

2.13. **Airspace Monitoring Procedures**

In addition to specific surveillance procedures, NYUASTS crew members perform general monitoring of the airspace in which operations are being conducted. This includes maintaining awareness of any unusual activity such as glider flights, parachute jumps, military training, aerial demonstrations, or non-cooperative aircraft. Monitoring local approach control in addition to local CTAF or Tower frequencies contributes to airspace awareness. Flight crew members remain vigilant in monitoring airspace activity and communicate any safety issues to the rest of the crew.

2.14. **RF Spectrum Management Procedures**

NYUASTS oversees all radio frequency (RF) emissions related to general Test Site operations and proponent projects. All potential RF emissions, whether of the system(s) under test, proponent-provided test equipment, or NYUASTS-provided test equipment must be considered in the test plan. This ensures that all potential RF emissions can be reviewed and approved in advance to account for safety, security, and regulatory compliance aspects. Special care must be taken for emissions in and near aviation safety-critical RF bands, especially GNSS bands (due to the low power levels of signals reaching Earth from satellites). NYUASTS does not permit RF jamming outdoors, as jamming is illegal and can have catastrophic effects. However, jamming constrained (e.g., in a specialized indoor environment) to affect only test participants may be authorized after appropriate safety risk management controls are in place. During any RF emissions, spectrum is continuously monitored. If measurements or functional indications suggest likely or imminent safety risks, immediate action is taken to mitigate the contributory emissions. Mitigations may

include shifting frequency, reducing power, redirecting antennas, or halting RF emissions altogether. NYUASTS personnel reserve the right to halt RF emissions at any time.

NYUASTS does not provide RF licenses to proponents, nor does NYUASTS receive special dispensation from FAA, FCC, NTIA, or any other authority for RF emissions. In general, NYUASTS does not provide for RF emissions beyond what a pilot, ground crew member, radar operator, or citizen can do at any other location or airport.

Table 2-1 Summary of NYUASTS Procedures and their Intervals

Interval	Tasks
Prior to flight ops	• Perform risk analysis / ISRB. • Post schedule to FAA UAS Test Site portal. • Post schedule to internal (KRME) shared calendar. • Ensure UAS NOTAM is in place, if applicable.
Continually (during flight ops)	• Monitor weather. • Maintain surveillance on UAS (visual or otherwise). • Maintain two-way communication with ATC (if applicable).
Daily (on flight ops days)	• Perform flight briefing. • Coordinate with ATC (if applicable). • Coordinate with airfield ops (if applicable). • Record flight details per COA requirements. • Report total # of sorties to ATC (if applicable).
Weekly (or as needed)	• Notify ATC of upcoming flight operations.
Monthly	• Perform proficiency flights. • Update the internal flight tracker spreadsheet. • Upload flight information (outdoor flights only) to the MLS application within the FAA UAS Test Site portal. • Submit flight reports for each COA to FAA CAPS (even when no flights occurred). • Generate internal (Oneida County) Test Site status report. • Attend teleconference with FAA UAS Test Site Program representatives.
Quarterly	• Submit quarterly report to FAA Test Site Program Office using the FAA UAS Test Site portal. • Attend Technical Interchange Meeting with FAA Test Site Program representatives.

Annually	• Submit annual report to FAA Test Site Program Office using the FAA UAS Test Site portal. • Perform annual maintenance and inspection of NYUASTS aircraft. • Review the NYUASTS privacy policy. • Upload results of the privacy policy review to the FAA UAS Test Site portal. • Renew airport movement area driver training.
Bi-annually (or as needed)	• Renew expiring COAs.
	• Update NYUASTS documents (flight planning guide, general operating manual, SRM approach, ISRB membership, teaming arrangements).

3. Test Readiness Review Process

The Test Readiness Review (TRR) process is designed to assess the airworthiness of UASs to issue limited operations approval in accordance with the OTA. The TRR process can accommodate all categories of UASs at a variety of developmental stages, including prototype UASs, converted model aircraft, and advanced UASs modified for special purposes. At each phase of the TRR, NYUASTS personnel determine the applicable subprocesses and requirements based on system type, maturity, and configuration.

3.1. Initial Technical Review

The first phase of the TRR is the initial technical review (ITR). This phase begins when a proponent contacts NYUASTS personnel and proposes a test event or flight operation. This initiates an iterative process in which NYUASTS personnel gather high-level information from the proponent including program details, test requirements, aircraft type, desired timeframe, and support needed. This phase concludes with NYUASTS personnel determining if the proponent's test can be supported. If NYUASTS decides not to pursue the test beyond the ITR, the proponent is notified, and alternatives are suggested. If NYUASTS personnel believe that the test can be conducted, the TRR progresses to the next phase.

3.2. Flight Authority Preparation

As meeting regulatory requirements for airworthiness and obtaining certificates of authority can be lengthy processes, it is important to determine the appropriate flight authority strategy early in the TRR process. NYUASTS can support proponents with a variety of airworthiness and authority methods. The appropriate strategy is highly dependent on the type of UAS, the area and altitudes at which the UAS is to be flown, and the nature of the flight test activity. Many sUAS flight test activities can be conducted under Part 107 regulations. When sUAS tests require flight activities not authorized under Part 107, such as higher altitudes, one or more of the

several NYUASTS COAs may be used to accommodate operations. sUAS need not be added to an existing sUAS COA, as the FAA authorized various sUAS to operate on approved COAs.

NYUASTS has sUAS COAs for both civil aircraft operations (CAO) and public aircraft operations (PAO), where PAO is determined by statutes 49 USC §40102(a) (41) and §40125. NYUASTS also has COAs in place for large UAS PAO. Unlike sUAS COAs, any additional large UAS to be operated under an existing COA must be added to the COA. This requires a Pen & Ink change to the COA, which can be requested of the FAA by the NYUASTS with supporting safety documentation. For large UAS CAO, NYUASTS can support the proponent in obtaining a Special Airworthiness Certificate – Experimental Category (SAC-EC), a 49 USC 44807 Exemption, or 44803(c) waiver for operation at the NYUASTS. The flight authority selection process is outlined in Appendix B. In certain circumstances, aircraft may be leased to public entities such that they become public aircraft. In such a manner, the aircraft become public aircraft and may operate under PAO COAs, assuming compliance with statutes 49 USC §40102(a) (41) and §40125. This process may be implemented for UAS operations under NYUASTS COAs, when the operations are not conducted for a commercial purpose. A template for the wet lease between the proponent and Oneida County is available from NYUASTS personnel.

NYUASTS advises the proponent on strategies for meeting airworthiness and flight authority requirements in accordance with the proponent's needs. For situations in which NYUASTS supports the proponent in obtaining a SAC-EC or waiver, the proponent must submit the following:

1. A statement, in a form and manner prescribed by the FAA setting forth the purpose for which the aircraft is to be used.
2. Enough data (such as photographs) to identify the aircraft.
3. Upon inspection of the aircraft, any pertinent information found necessary by the FAA to safeguard the general public.
4. In the case of an aircraft to be used for experimental purposes
 - a. The purpose of the experiment;
 - b. The estimated time or number of flights required for the experiment;
 - c. The areas over which the experiment will be conducted; and
 - d. Except for aircraft converted from a previously certificated type without appreciable change in the external configuration, three-view drawings or three-view dimensioned photographs of the aircraft.
5. Proof of registration with the FAA. As an FAA-designated test site, NYUASTS can request priority handling (1-3 days) of 14 CFR Part 47 UAS registration applications.

NYUASTS personnel review the documentation submitted by the proponent and make recommendations in support of obtaining the SAC-EC or waiver. If this phase reveals UAS readiness issues, NYUASTS may also make a determination at this point not to pursue the test, and make alternative suggestions to the proponent.

3.3. Technical Readiness Assessment

Once airworthiness and flight authority strategies are in progress, the Technical Readiness Assessment (TRA) phase begins. The TRA phase involves completion of the flight planning guide, an assessment of operators, and an airworthiness inspection. The goal of the TRA phase is to identify and resolve any technical issues that may negatively affect the flight test event.

The flight planning guide, included in Appendix C, is a detailed list of technical considerations. The flight planning guide helps reveal any potential shortcomings in the UAS, controls, or intended mission. This guide is completed by the proponent with the guidance of NYUASTS personnel. NYUASTS personnel may determine that certain sections of the flight planning guide are not applicable and may be omitted.

The flight planning guide involves gathering information regarding the proponent's UAS operators. Once the UAS operators are identified, NYUASTS personnel perform an assessment of the proponent's flight crew. In support of this assessment, NYUASTS personnel collect information including pilot credentials (e.g., medical, Part 107, and/or Part 61 certificates), pilot experience (e.g., total flight hours, flight hours on UAS, recent hours), the proponent's crew resource management procedures, and the proponent's pilot training/proficiency program.

In support of evaluating both the flight planning and the proponent's operators, aircraft operating manuals, service manuals, maintenance records, maintenance procedures, inspection procedures, and flight training procedures may be requested.

This phase is complete when NYUASTS personnel determine that the flight plan developed using the flight planning guide can be accomplished by the proponent's operators, from a technical standpoint.

3.4. Technical and Operations Review

The Technical and Operations Review (TOR) phase involves a final review of all prior phases, with emphasis on ensuring the required documentation is complete.

The flight authority selected or applied for during the Flight Authority Preparation phase is reviewed and disseminated to the proponent's flight crew. The effects of any flight authority provisions on the planned flight are noted, and the flight plan is modified accordingly.

Additional requirements including FCC authorization for spectrum usage are validated to ensure the test is conducted in accordance with regulations.

Aircraft inspections in support of an airworthiness assessment, if applicable, are conducted during this phase. Inspections validate platform descriptions and maintenance information gathered during the TRA. In certain cases, the inspection process may involve the use of FAA designated airworthiness representatives (DARs). Proponents seeking the services of a DAR may request one from the NYUASTS or locate an authorized DAR using the FAA's website. In preparation for the inspection, the aircraft is presented in its flight-ready configuration,

including any payloads, except that cowlings, fairings, and panels are open for ease of access.

Administrative factors that may affect operations are also verified during this phase. NYUASTS personnel ensure insurance requirements are met, billing information is on file (if applicable), a customer agreement has been signed (if applicable), and enough NYUASTS personnel are available to support the test. These records, as well as all documents produced during the Technical Readiness Review, are filed in a project folder located in the NYUASTS shared administrative file system. This phase concludes with providing the outcomes of the TOR to the ISRB.

3.5. Independent Safety Review Board

In accordance with the OTA, the ISRB must review UAS airworthiness information and make recommendations before any flight operations commence for a particular UAS. The purpose of the New York UAS Test Site Independent Safety Review Board (ISRB) is to provide an independent and technical review of the safety procedures of a certain operation. The ISRB structure and processes are described in Section 6.

3.6. Flight Readiness Review

In accordance with the OTA, a Flight Readiness Review (FRR) must be conducted before each flight. The FRR must consider the history, if any, of the UAS platform. For instance, flights of new, untested platforms may require a very constrained environment and reduced operational area to ensure safety, while platforms with flight test histories may have fewer restrictions. The FRR ensures that recommendations from the ISRB have been implemented, if possible.

4. Safety Management System

In accordance with the OTA, NYUASTS uses a Safety Management System (SMS) approach to integrate the management of safety risk into planning, operations and decision making. A Safety Risk Management (SRM) approach is used for the entire phase of preparation, management, and actual UAS flights.

4.1. Mission

The NYUASTS SMS program must ensure operations of all UAS and their payloads present no greater risk to the general public and non-project essential personnel than that imposed by conventional aircraft operations. In addition to public protection, NYUASTS aims to maintain a high level of safety within the test ranges and training areas. The objective of the NYUASTS SMS is to ensure that the public, test personnel, and NYUASTS resources are provided an acceptable level of safety and that all aspects of UAS operations comply with regulations and the expectations of the FAA UAS Test Site program.

Some hazards and risks are inherent to UAS tests and operations, but all reasonable precautions

will be taken to minimize these risks. Safety planning in the stages of a program will reduce the possibility of extensive test plan changes or scheduling delays. Coordination between the NYUASTS Director of Safety and personnel involved in generating the test plan is established as early as possible in the planning stages. The NYUASTS Director of Safety or his designee is present at all meetings where ground and flight safety issues are addressed, notably the ISRB and FRR.

The FAA dictates that SMS and SRM programs for product or service providers are oriented toward integrating modern risk management and safety assurance concepts into repeatable, proactive systems. SMSs emphasize safety management as a fundamental business process to be considered in the same manner as other aspects of business management. NYUASTS SMS and SRM programs detailed in this manual meet or exceed the recommendations of the FAA statement cited above. The NYUASTS is configured and operated with safety as its highest priority.

4.2. Fundamentals

The NYUASTS SMS centers around several core tenets and objectives. First, the NYUASTS holds that safety is a core business and personal value. Safety is a source of competitive advantage for the NYUASTS. NYUASTS is strengthened by making excellence in safety an integral part of all flight and ground activities. NYUASTS insists that all accidents and incidents are preventable. Personnel at all levels within the NYUASTS organization are responsible for safety. The NYUASTS SMS aims to maintain safety metrics with clear accountability. All communications regarding safety will be open such that all levels of personnel are involved in the decision process. To meet the objectives of the SMS, adequate training will be provided to maintain robust ground and safety skills.

4.3. Applicability

The NYUASTS SMS applies to all personnel participating in any capacity in projects or events conducted by NYUASTS. Guidance in this SMS that is of an operational nature applies to both CAO and PAO. All NYUASTS personnel and customers are expected to familiarize themselves with these safety responsibilities.

4.4. Overview

The NYUASTS SMS processes are performed under the components of safety policy, safety risk management (SRM), safety assurance (SA), and safety promotion. This manual was prepared in accordance with the Code of Federal Regulations (CFRs) and follows the directives and guidelines established in FAA Order VS 8000.367C, FAA Advisory Circular 120-92D, FAA Order 8020.11D and Mil-Std 882E. The SRM function of the SMS is based upon the system safety process model that is used in FAA Order VS 8000.367C, Chapter 3 and FAA Order 8040.4C.

The NYUASTS SMS contains an integrated quality management program. Through clear statements of safety and quality policy, employee training and open reporting, both safety and

quality issues may be managed, tracked and reported for purposes of trend analysis and continuous improvement. This manual describes the safety and quality standards that govern work to be performed at all New York UAS Test Site worksites by providing a structured means of SRM decision-making, a means of demonstrating safety management capability before system failures occur, increased confidence in risk controls through safety assurance, a safety promotion framework to support a robust safety culture.

Risk identification, risk mitigation, accident investigation, and incident investigation are all important parts of a safety program. Procedures for each of these are defined in the NYUASTS SMS.

The essence of the NYUASTS SMS is to provide a systematic approach to achieving acceptable levels of safety risk. The four functional components of the SMS contribute to the overall NYUASTS safety culture, as depicted in Figure 4-1. Safety culture empowers personnel and visitors to consistently uphold the core NYUASTS safety values. NYUASTS safety culture is characterized by active participation in safety processes, routine safety audits, clear communication, recurring training, mishap reporting, authority of all personnel to stop activity to correct an unsafe condition.

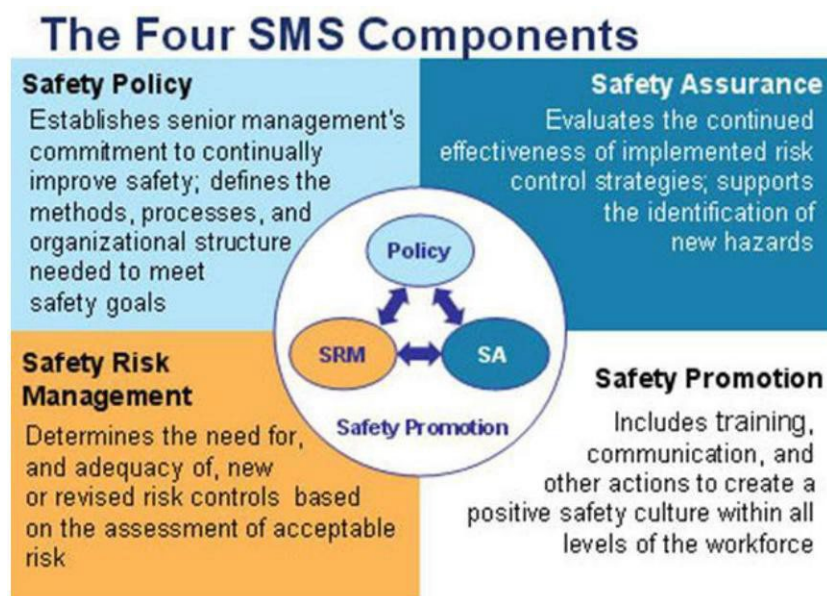


Figure 4-1: Four components of the NYUASTS.

4.5. Safety Policy

NYUASTS safety policy defines safety management structure and safety rules. Key safety policy elements include:

- Commitment to implementing and maintaining the SMS
- Direct reporting of the NYUASTS Director of Safety to the NYUASTS Executive Director

- Commitment to continuous improvement in the level of safety
- Commitment to continuous hazard identification and reporting
- Commitment to management of safety risk
- Safety audits and assessments of quality and compliance
- Commitment to meet applicable statutory and regulatory requirements
- An expectation to report safety issues and propose solutions for safety improvement
- Commitment to conduct emergency response planning
- Commitment to conduct after-action reviews to include safety topics.

These key safety policy elements rely on uninhibited communication and reporting between personnel throughout the SMS structure. All NYUASTS personnel are responsible for communicating any information that may affect the integrity of safety. In general, accidents and incidents are caused by personnel deviating from SMS procedures when performing planned tasks. Tracking patterns in these errors affords an opportunity to identify and manage errors and prevent accidents and incidents. As such, the NYUASTS SMS implements a blame-free reporting policy. NYUASTS will not take disciplinary action against any personnel who discloses safety concerns or an incident or occurrence involving safety. In collecting, recording, and disseminating information obtained from safety reports, NYUASTS aims to protect the identity of any employee who provides safety information. An exception to this policy may apply if derogatory safety information is received from a source other than NYUASTS personnel, or which involves an illegal act or deliberate and willful disregard of regulations or procedures.

The NYUASTS safety policy regarding reporting is to share safety information in a timely manner whenever there is a safety concern or occurrence. Prompt reporting of accidents and incidents is essential, as it can help save lives, reduce injuries, and reduce damage to equipment. The need to report other events, safety indicators, and near misses is no less important, as reporting can prevent future accidents and incidents.

All NYUASTS personnel may report an accident, incident, hazard, near miss, or safety concern. Preferably, the report is generated by the person most directly involved. The initial report may be verbal but must be submitted in writing to the NYUASTS Director of Safety within 24 hours of the event. Key elements of the NYUASTS reporting policy include:

- The NYUASTS Director of Safety is the primary investigating officer for safety matters
- The NYUASTS Director of Safety maintains a library of all safety reports
- The NYUASTS Director of Safety is responsible for the investigation of the report and for the maintenance of confidentiality, as applicable
- Personnel submitting safety reports must receive acknowledgement and feedback
- At the conclusion of an investigation, the NYUASTS Director of Safety will prepare a detailed report and share it with NYUASTS management for review. The NYUASTS Director of Safety will make recommendations to NYUASTS management for policy or procedural modifications.

- After investigation, a sanitized safety report and recommendations will be made available to all NYUASTS personnel.

NYUASTS safety policy requires reporting for any of the following occurrences:

- An emergency is declared
- A system defect occurs which adversely affects the handling characteristics of the aircraft or renders it unfit to fly
- There is an indication, warning, or occurrence of fire or smoke, either onboard the aircraft or at the ground control station or other required ground support equipment
- Safety equipment or procedures are deemed defective or inadequate
- A deficiency is noted in operating procedures, manuals, or navigational charts
- Incorrect loading of fuel, cargo, or dangerous goods occurs
- Operating standards cannot be complied with
- Any propulsion system is shut down in flight to deal with an unexpected situation
- Substantial aircraft or related ground support equipment damage occurs
- A runway or taxiway incursion/excursion occurs
- Significant handling difficulties are experienced
- Exceedance of the limiting parameters for the aircraft configuration or when a significant or unintentional speed change occurs
- Communications fail or are impaired
- Serious loss of braking or aircraft deceleration during landing or ground operations
- An aircraft lands with less than required reserve fuel or power levels
- A near miss or TCAS/ACAS event occurs
- Significant turbulence, wind shear or other severe weather is encountered
- Security procedures are breached
- Any incidence of a bird strike or Foreign Object Damage (FOD) occurs
- An aircraft experiences a prolonged or permanent lost link incident
- Occurrence of a UAS “fly away”
- An unintentional or uncontrolled release of any hazardous material or object occurs
- Any action by a flight crew which is contrary to an ATC clearance

4.6. Safety Risk Management

Risk management is the process of identifying, eliminating or mitigating, and accepting residual risk associated with an operation or process. The risk assessment levels and acceptance decision authority levels in MIL-STD-882 are used in all NYUASTS programs, unless a modified matrix has been approved by NYUASTS management. As it is not possible to remove all risk, the intent of the SRM process is to focus on the areas of greatest concern. The goal of SRM is to identify, quantify, and mitigate risks, allowing decisions makers to better assess residual risk prior to

project execution. The NYUASTS SRM process applies to all Test Site projects, but the NYUASTS Director of Safety may recognize a proponent's SRM process to fulfil some or all the risk management requirements.

NYUASTS recognizes that accidents often cannot be attributed to a single cause. Like other system failures, aviation accidents are often caused by a series of contributing events.

NYUASTS considers the "Swiss Cheese" accident analysis model (attributed to James Reason, 1990), which describes four levels of system failure, each influencing the next. The levels include:

1. Unsafe acts (e.g., pilot error, including judgement errors, decision errors, perception errors, and safety violations)
2. Precursors to unsafe acts (e.g., substandard operating conditions, such as adverse mental/physical states, poor personnel readiness, poor communication practices, or poor crew resource management)
3. Unsafe supervision (e.g., inadequate supervision, inappropriate approval of operations, failure to correct known problems, supervisory violations)
4. Organizational influences (e.g., resource management, safety culture, processes, and policies)

The Swiss cheese model is depicted in Figure 4-2. The model illustrates that even layered approaches to safety do not prevent all accidents. Accidents can still occur when gaps in each layer of an SRM process align at the same time. The model reveals the importance of mitigating as many risks as practicable, preferably with multiple mitigation strategies. The Swiss cheese model also demonstrates how ultimate causes, such as inadequate safety culture, can be just as significant in causing accidents as proximate cases, such as pilot decision error.

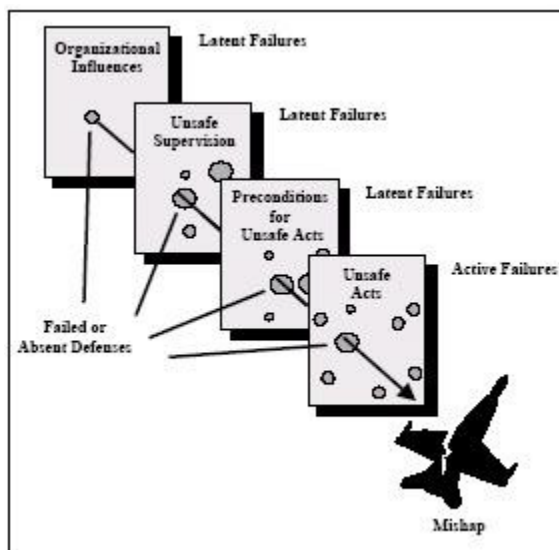


Figure 4-2: Swiss Cheese model of accident causation, adapted from Reason, 1990.

The NYUASTS SRM procedure defines a standardized means of evaluating identified project

risks. The procedure results in a risk assessment code (RAC) that indicates the level of safety review and management approval prior to project execution. The RAC is determined through an analysis of mishap severity and mishap likelihood.

Mishap severity is an assessment of the consequences of the most credible mishap that could be caused by a specific hazard. Mishap severity provides a measure of the most reasonable outcome resulting from human error, environmental conditions, design inadequacies, procedural deficiencies, or system/subsystem/component failure. Mishap severity categories are defined in Table 4-1.

Table 4-1: Mishap Severity Categories

Description	Category	Environmental/Safety/Health Result Criteria
Catastrophic	1	Multiple fatalities, usually with the loss of the aircraft/vehicle.
Hazardous	2	Multiple serious injuries; fatal injury to a relatively small number of persons (e.g., one or two); or a hull loss without fatalities.
Major	3	Physical distress or injuries to persons; substantial damage to aircraft/vehicle.
Minor	4	Physical discomfort to persons; slight damage to aircraft/vehicle.
Minimal	5	Negligible safety effect.

Mishap likelihood is a representation of the aggregate probability that a mishap will occur during the planned duration of the system or project. It can be determined in terms of potential occurrences per unit of time, events, population, items, or activities. Mishap likelihood categories are defined in Table 4-2. Assigning a mishap probability to a potential design or procedure is generally not possible in the early stages of a system's development. In such cases, a qualitative mishap probability may be derived from research, analysis, and evaluation of historical safety data from similar systems. Supporting rationale for assigning a mishap probability may be documented in accordance with the definitions in Table 4-2.

Table 4-2: Mishap Likelihood Categories

Description	Category	Quantitative Likelihood	Qualitative Likelihood
Frequent	A	Expected to occur more than 100 times per year (or more than approximately 10 times per month).	Expected to occur routinely.

Probable	B	Expected to occur between 10 and 100 times per year (or approximately 1-10 times per month).	Expected to occur often.
Remote	C	Expected to occur one time every 1 month to 1 year.	Expected to occur infrequently.
Extremely Remote	D	Expected to occur one time every 1 to 10 years.	Expected to occur rarely.
Extremely Improbable	E	Expected to occur less than one time every 10 years.	Unlikely to occur, but not impossible.

Risk assessment is the process of characterizing hazards within risk areas, analyzing them for their potential mishap severity and probability of occurrence, and prioritizing them for risk mitigation actions. Once mishap risk severity and likelihood are determined using the definitions in Table 4-1 and Table 4-2, NYUASTS employs the mishap risk assessment matrix shown in Table 4-3 to classify risks. Mishap risk severity is mapped onto the table using the columns, while mishap risk likelihood is mapped onto the table using the rows. The resulting RACs are used to rank hazards according to overall risk levels. The RAC closest to the upper right corner of the matrix indicates the greatest risk and is a representation of the overall risk of the project.

		<u>Severity</u>						
		Minimal	Minor	Major	Hazardous	Catastrophic		
		5	4	3	2	1		
<u>Likelihood</u>	Frequent	A	[Green]	[Yellow]	[Red]	[Red]	[Red]	1x10 ⁻¹
			[Green]	[Yellow]	[Red]	[Red]	[Red]	1x10 ⁻²
			[Green]	[Yellow]	[Red]	[Red]	[Red]	1x10 ⁻³
			[Green]	[Yellow]	[Red]	[Red]	[Red]	1x10 ⁻⁴
			[Green]	[Yellow]	[Red]	[Red]	[Red]	1x10 ⁻⁵
	Infrequent	B	[Green]	[Yellow]	[Yellow]	[Red]	[Red]	1x10 ⁻⁶
	Extremely Infrequent	C	[Green]	[Green]	[Yellow]	[Yellow]	[Red]	1x10 ⁻⁷
	Remote	D	[Green]	[Green]	[Green]	[Yellow]	[Yellow]	1x10 ⁻⁸
	Extremely Remote	E	[Green]	[Green]	[Green]	[Green]	[Green]	1x10 ⁻⁹
	Improbable	F	[Green]	[Green]	[Green]	[Green]	[Green]	1x10 ⁻¹⁰
	Extremely Improbable	G	[Green]	[Green]	[Green]	[Green]	[Green]	1x10 ⁻¹¹

High Risk [Red]
Medium Risk [Yellow]
Low Risk [Green]

Table 4-3: Risk Matrix for General Aviation, from FAA Order 8040.4C

Mishap risk categories and acceptance levels are shown in Table 4-4. The mishap risk acceptance level represents the authority level at which risk must be accepted for a project or event to proceed. If one or more risks are unacceptable, risk controls and corrective actions must be developed and implemented. The system must be re-evaluated with the proposed controls in place to see if the residual level of risk is now acceptable.

Table 4-4: Mishap Risk Acceptance Levels

Mishap Risk Category	Mishap Risk Acceptance Level
High	NYUASTS Executive Director
Medium	NYUASTS Director of Operations
Low	NYUASTS Director of Safety

4.7. Safety Assurance

NYUASTS focuses on continuous monitoring of safety performance and ongoing evaluation of the safety management processes to ensure safety assurance. In effect, safety assurance is the means by which NYUASTS demonstrates that existing organizational arrangements and processes are properly applied and serve to achieve SRM objectives. NYUASTS monitors its systems and activities to identify new hazards, measure the effectiveness of safety risk controls, assess conformity with organizational safety policies, and assess compliance with regulatory requirements applicable to the SMS. Safety assurance relies on required incident and accident reports, voluntary personnel safety reports, historical safety data, and targeted safety surveys, as applicable. Safety assurance contributes to continuous SMS improvement. As the NYUASTS SMS is adapted over time, revision management is employed to track documentation and process changes. SMS revision management helps monitor changes in safety performance resulting from process changes, as well as reduce risks associated with the process change itself (e.g., failure to thoroughly disseminate information regarding new safety procedures).

Safety assurance extends to systems that contribute to safety of operations at NYUASTS. For example, aircraft are maintained to ensure continuing airworthiness. Likewise, NYUASTS utilizes automated tools to monitor statuses of ground-based surveillance systems. Additionally, routine pilot training and assessment programs contribute to safety assurance at NYUASTS.

4.8. Safety Promotion

Safety promotion is addressed through NYUASTS's safety culture. NYUASTS management has the responsibility to promote a positive safety culture. The effectiveness of the NYUASTS SMS is directly proportional to the commitment of personnel to promoting safety. NYUASTS management provides education and training to promote safety awareness among personnel, and regularly communicates safety policy and standards throughout the organization. The NYUASTS Director of Safety has a central role in promoting safety. The Director of Safety

routinely issues safety bulletins on important topics, including lessons from safety incidents in the news. Such safety bulletins serve to remind NYUASTS personnel of safety principles and support learning from prior mishaps.

5. Safety Committee

NYUASTS does not currently implement a standing safety committee. Rather, NYUASTS conducts an annual Safety Day meeting which involves the participation of all personnel in a review of safety performance since the last Safety Day. The Director of Safety leads the Safety Day meeting and presents safety statistics, a review of incidents (as applicable), and provides recommendations for safety improvements. At the request of the Executive Director, the Director of Safety will develop a program for routinely convening a safety committee.

The basic function of the safety committee is to maintain an active interest in incident reduction. The safety committee provides NYUASTS personnel with opportunities to provide feedback with management regarding safety issues that could lead to an incident. Membership in the safety committee depends on the needs and size of the organization. In general, the safety committee consists of a management representative and appropriate representation of personnel divisions (e.g., maintenance, IT, flight crews). The Director of Safety advises members of their selection for committee participation. Membership is rotated periodically to extend participation to more personnel and maintain interest.

Under a safety committee program, meetings are held on a quarterly basis, or more frequently if directed by the Director of Safety. The Director of Safety may call a safety committee meeting on an ad hoc basis to address a specific safety matter. Specific safety matters handled by the safety committee may include reviewing new risks, addressing safety trends, proposing SMS process adjustments, and introducing new personnel or partners to NYUASTS safety policies.

6. Independent Safety Review Board

The Independent Safety Review Board (ISRB) provides safety oversight of all NYUASTS operations. In accordance with the OTA, the ISRB must review UAS airworthiness information and make recommendations before any flight operations commence for a particular UAS. The ISRB performs a comprehensive high-level analysis of the proposed UAS operation. The purpose of the NYUASTS ISRB is to provide an independent, technical review of the safety procedures of a certain operation. The ISRB evaluates safety risk in any portion of the NAS that NYUASTS intends to use for a given project. The ISRB considers all pilot information, aircraft details, environmental factors, external pressures, and decision-making processes that may impact the safety of UAS flights. The ISRB follows a structured approach that can be tailored to specific project needs, while considering safety information gathered through experience with previous UAS operations.

6.1. ISRB Structure

The NYUASTS ISRB consists of the following members, subject to change by the Board's Chairman:

- NYUASTS Director of Safety, ISRB Chairman.
- NYUASTS Director of Flight Operations, ISRB Vice Chairman.
- NYUASTS Director of Test Site Operations, ISRB Vice Chairman.
- Oneida County Commissioner of Aviation.
- CEO of AX Enterprize, LLC.
- CTO of AX Enterprize, LLC.
- Program Manager (varies by project)
- Test Director (varies by project)
- PIC(s) (varies by project)
- Other SMEs as directed by the Chairman, to include Griffiss International Airport (KRME) FAA Contract Tower Manager.

To maintain impartiality regarding safety decisions, NYUASTS rotates ISRB membership opportunities and strives to invite qualified third parties to participate when able. The FAA UAS Test Site Program Office enforces OTA Article 2, Section G, by requiring that the Test Site maintain a list of names and contact information for each member of the ISRB. The FAA may request information regarding NYUASTS ISRB membership under a safety or compliance investigation. The ISRB cannot convene without a designated Chairman present. Either Vice Chairman can fill the role of the Chairman, in his absence. The Chairman must also designate a scribe to record meeting minutes when the ISRB convenes. In the absence of a designated scribe, the Chairman will assume that role. Voting and non-voting membership is clearly established prior to convening the ISRB. Voting membership totals an odd number to prevent a tie in the voting process.

For uncomplex UAS operations (e.g., a single COTS sUAS in an isolated operating area), the ISRB may be accomplished electronically/telephonically, with the Chairman (or designee) compiling the results into a report for distribution. For new projects that are operationally equivalent to a prior operation, the ISRB may elect to adopt the mitigations and results of that prior operation.

6.2. Duties of the ISRB

The ISRB will review, assess, and record safety considerations regarding:

- COAs
- Airworthiness certificates (if applicable)
- UAS operating limitations (including operator manuals and maintenance manuals, as applicable)

- Aircrew qualifications and training

- Airspace
- Review of Safety Risk Management
- Risk controls
- Risk acceptance levels

6.3. ISRB Process

When the ISRB convenes, an overview of the project in question is provided. General information regarding the types of aircraft, quantities of aircraft, test plan, flight areas, schedule, and program background are presented to the group. The ISRB then proceeds with addressing the items listed in Section 6.2. In general, the Chairman leads the safety discussion, and requests input from SMEs. The ISRB is conducted as a discussion, such that members are free to raise any safety concerns as the meeting proceeds through the list topics. The ISRB takes a consensus-based approach to risk resolution. The central focus of the meeting is the review of SRM for the project. The risk assessment matrix described in Section 4.6 is utilized to evaluate risks in the meeting, or prepared in advance and discussed in detail to verify accuracy. For any items identified in the risk assessment matrix or elsewhere in the SRM process, the ISRB may issue requirements or recommendations for further risk control. At the conclusion of the ISRB meeting, the Chairman holds a vote to determine ISRB operational approval. The ISRB may approve operations, with the condition that certain mitigations be put in place before operations commence. ISRB meeting minutes are recorded in the shared administrative file system by the scribe. The FRR described in Section 3.6 ensures ISRB recommendations have been implemented before flight.

Following operations, the Chairman may decide to reconvene the ISRB to review SRM effectiveness. This ensures the ISRB provides a closed-loop process for identifying and controlling risk. In the event of an incident, the ISRB can use this post-flight meeting to review minutes from the initial review and determine if the original controls were inadequate. The ISRB may then determine if a procedural change is required for future operations.

Appendix A

Mission Commander Delegation

Mission Commander Duties

Each NYUASTS flight briefing includes identifying the Mission Commander (MC) for the operation. The MC is responsible for overseeing flight operations and handling high-level requirements of the project. The MC has authority to make administrative-level decisions affecting flight operations, such as venues, schedules, and general flight crew assignments. The MC serves as the primary point of contact for the flight operations of the project. This is especially significant when there are simultaneous operations with multiple distinct flight crews and/or technical teams, as the MC can coordinate with the appropriate participants and make high-level decisions regarding the overall flight operations. In some cases, the MC may perform all coordination with ATC, regardless of the number of flight crews.

While the MC has authority over the overall flight operations, the MC does not have authority over each individual flight, as that authority is reserved for the RPIC of each aircraft. The MC also does not have authority over controlled airspace, as the appropriate ATC facility holds that responsibility. While the RPIC always maintains the authority to declare an emergency and take immediate action, flight crews should comply with the MC's directions whenever it is safe to do so. Operating conditions imposed by the RPIC must not be less restrictive than those imposed by the MC. For example, the RPIC may not decide to commence or continue operations when the MC has determined that weather conditions are not safe for flight. Likewise, all participating personnel maintain the authority to stop activity to correct an unsafe condition, but the MC has the primary responsibility for making go/no-go decisions.

As described in the NYUASTS daily operations procedures, the MC is the Director of Flight Operations or his designee. The Director of Flight Operations may delegate his duties to the MC as appropriate. As such, the MC may be tasked with the following for the duration of the operation:

- Supervising flight crews
- Ensuring standard operating procedures are followed
- Issuing directives and notices to flight crews as required
- Complying with federal aviation regulations and terms of applicable COAs
- Ensuring that all NYUASTS areas of operation are operationally suitable and meet Test Site requirements for the duration of the operation
- Processing and acting on any flight crew reports

- Ensuring that all operations include risk management policies specified in the Safety Management System
- Ensuring that flight crews participate effectively in the Safety Management System

Mission Commander Qualifications

The MC must have the following qualifications:

- Significant aviation experience gained through aircraft operation or management
- Holds a current Remote Pilot FAA certificate, at a minimum
- Is qualified in accordance with the NYUASTS training program to act as RPIC of one of the categories of aircraft operated at the NYUASTS
- Demonstrates knowledge of the content of the General Operating Manual, Standard Operating Procedures, and the NYUASTS training program, as necessary to carry out the duties and responsibilities of the position
- Demonstrates familiarity with federal aviation regulations and terms of applicable COAs

Additionally, if the MC is from an organization outside of NYUASTS, the MC must hold a position of authority over flight crews within that organization's structure.

Delegation Process

NYUASTS thoroughly evaluates the candidate prior to delegating MC authority. NYUASTS first determines whether there is an operational need for delegating MC authority. This need may arise through the complexity of a proposed operation, or if NYUASTS intends to establish routine operations at a remote site. Next, NYUASTS assesses the qualifications of the candidate. This includes gathering pilot credentials and records of operational experience. NYUASTS also considers the candidate's familiarity with federal aviation regulations. Once NYUASTS decides to move forward with the candidate, NYUASTS must ensure that the candidate is familiar with NYUASTS procedures. This includes the entirety of the General Operating Manual, the NYUASTS training program, and any applicable COAs the candidate would operate under. Finally, NYUASTS evaluates the candidate in a realistic operational scenario. The candidate may be required to demonstrate safe operation of a UAS performing a specific mission, much like the annual NYUASTS annual check-ride for RPICs. The scenario will evaluate the candidate on areas of responsibility including mission briefing, preflight preparation, ground operations, flight operations, emergency procedures, and post-flight procedures.

Following satisfactory completion of the evaluation process, NYUASTS may decide to delegate MC authority to the candidate. The NYUASTS Director of Flight Operations makes the final determination regarding whether to approve the candidate. The NYUASTS Director of Flight Operations makes this delegation in writing using the form in the shared administrative file system. The delegation form is saved to the shared administrative file system once signed by

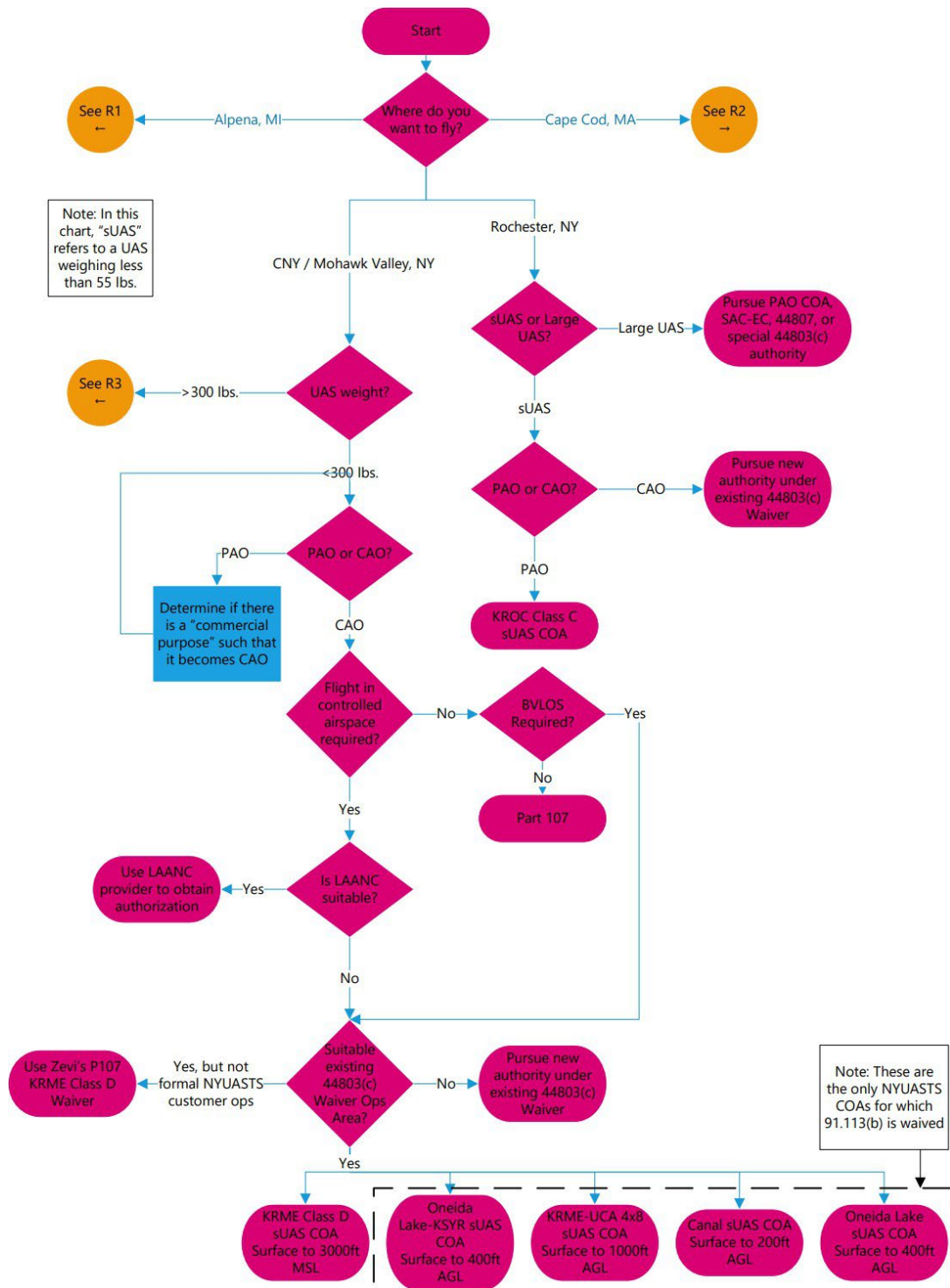
the candidate and the NYUASTS Director of Flight Operations.

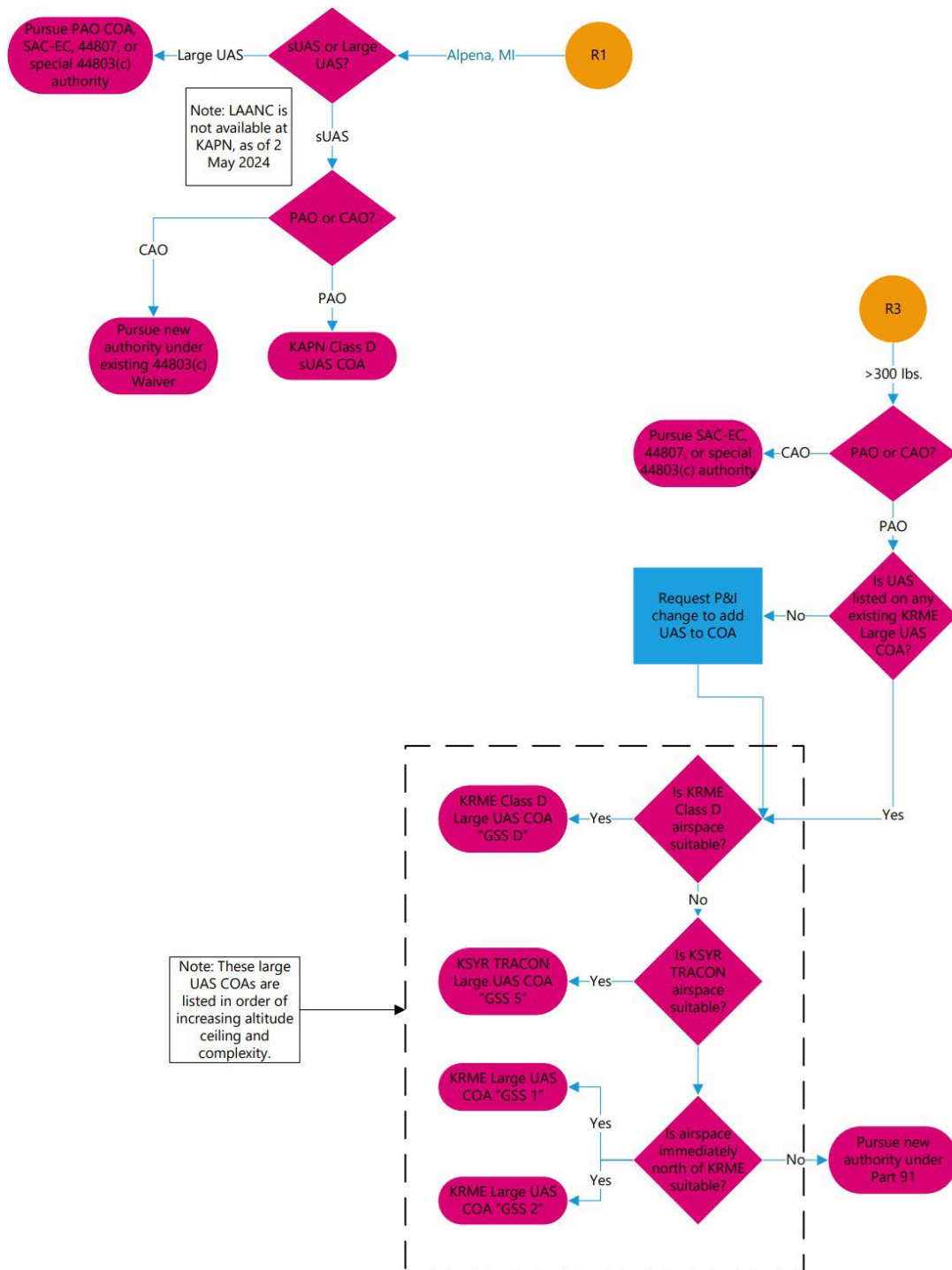
Mission Commander Conditions and Limitations

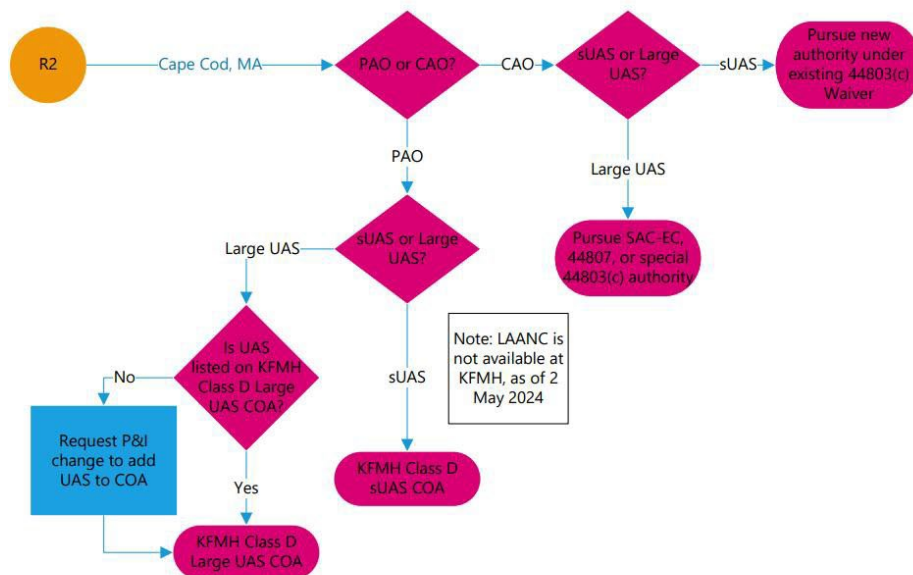
- The MC must hold safety paramount in all operations.
- The MC must not conduct operations under any COA for which they have not received operational authorization from the NYUASTS Director of Flight Operations.
- The MC may not conduct operations independently of NYUASTS, as the FAA requires NYUASTS to be involved in all operations that are performed under NYUASTS authority.
- NYUASTS may revoke the MC delegation at any time.

Appendix B

Flight Authority Selection Guide Flow Chart







Note: In certain circumstances, civil aircraft may be leased to public entities such that they become public aircraft. In such a manner, civil aircraft gain the ability to operate under PAO COAs, assuming compliance with statutes 49 USC §40102(a) (41) and §40125. This process may be implemented for UAS operations under NYUASTS COAs, when the operations are not conducted for a commercial purpose.

Appendix C

UAS Flight Planning Guide

1.0 Mission

Please provide a brief overview of the UAS mission(s) and capabilities.

1.1 Objectives

1.2 Description

1.3 Will proposed test exceed limitations used to predict mean time between failure or other safety models? Provide fault trees and/or failure mode effects analysis.

1.4 Capabilities

2.0 Vehicle

2.1 User Handbook - Is user handbook available? Please attach.

2.2 Physical Characteristics

2.2.1 Measurements – wingspan, fuselage length, body diameter

2.2.2 Composition

2.2.3 Weight - empty and max load

2.2.4 Fuel - type and capacity

2.2.5 Brakes - tail hook or hydraulic

2.3 Propulsion System

2.3.1 Engines – type, number, manufacturer, horsepower rating, electrical power source

2.3.2 Fuel Volume and Consumption Monitors

2.3.3 Limitations and Failure Modes

2.3.3.1 By environmental conditions (temperature, icing, dust)

2.3.3.2 Confirmed by test data

2.3.3.3 Considered in test plan

2.4 Performance Characteristics

2.4.1 Performance Charts

2.4.2 Takeoff and Landing

2.4.2.1 Distances for maximum weights

2.4.2.2 Maximum crosswind tolerance

2.4.3 Maximum Altitude

2.4.4 Maximum Endurance

2.4.5 Maximum Range

2.4.6 Range vs. Altitude (glide)

- 2.4.7 Airspeed – cruising, maximum, minimum, and stall
- 2.4.8 Rate of Climb and Descent
- 2.4.9 Weather Minimums
 - 2.4.9.1 Clouds
 - 2.4.9.2 Instrument Flight Rules (IFR) conditions
- 2.5 Flight Reference Data
 - 2.5.1 On-board sources of position, altitude, heading, altitude, and airspeed information to the UAS operator or autopilot
 - 2.5.2 Backups
- 2.6 Transponder - Does the UAS have an on-board transponder with Mode C altitude reporting?
- 2.7 Payload Options - What payload capabilities will be used on the UAS during operations?
- 2.8 Hazardous Materials - Please list all materials that require special handling, such as flammable, toxic, energy storage, or ordinance. Include flight termination system if applicable.

3.0 Command and Control Systems

Please describe the systems/methods used to control the UAS during flight; include frequencies where appropriate.

- 3.1 Control Method - primary and secondary
- 3.2 Satellite or Line of Sight
- 3.3 Frequency Allocation - Is there a frequency allocation for all RF links? On what frequencies do the UAS systems operate? What is the effect of radio frequency interference on the command-and-control system?
- 3.4 Command Link Range - What is demonstrated range of primary and backup command and control system systems?
- 3.5 Backup - Is there a backup command transmitter and receiver? Does the backup have the same effective radiated power? Is the backup link sufficiently protected from spurious command signals?
- 3.6 Link Analysis
 - 3.6.1 Has RF link analysis been performed to verify that both primary and backup transmitters can communicate with the vehicle at furthest point of planned operation?
 - 3.6.2 Does link analysis address all RF links?
 - 3.6.2.1 Uplinks from primary and backup ground stations
 - 3.6.2.2 Secondary uplinks from each ground station
 - 3.6.2.3 Downlinks to primary and backup ground stations
 - 3.6.2.4 Flight termination link

3.6.2.4.1 Is there at least 12 dB of signal excess in FTS link?

- 3.6.2.4.2 How do you determine if the vehicle primary and backup command and control receivers and FTS receivers are operating at specified sensitivity?
 - 3.6.3 Does link analysis consider RF horizon?
 - 3.6.4 Maximum range for each link
 - 3.6.5 How do you determine if the primary and backup transmitters are radiating specified output power?
 - 3.6.6 Masking
 - 3.6.6.1 Are there any nulls in the command transmitter antenna pattern?
 - 3.6.6.2 Are there areas of RF masking due to location of antennas on the UAS relative to their position and to ground station antennas?
 - 3.6.6.3 Are there any RF null spots in the command link based upon the position or orientation of the UAS relative to the control station?
 - 3.6.6.4 Do the operators know where these nulls are?
 - 3.6.7 Multipath -What is the link susceptibility to multipath? What is the system response if multipath is experienced?
- 3.7 Takeoff and Landing - What is method?
- 3.8 Navigation System - What is the source of navigation information for the operator? Are there redundant sources?

4.0 Operations

- 4.1 Crew
 - 4.1.1 Requirements - Please list the total number of personnel involved in the mission and their associated job functions.
 - 4.1.2 Experience - Detail the crew's flight qualifications, experience, and currency with this UAS. How recently did each crewmember fly this type of UAS?
 - 4.1.3 Safety - What information does the crew have to make safety related decisions?
- 4.2 Pre-Flight
 - 4.2.1 Setup Time - Upon arrival, how much set-up time is required to prepare for the initial flight?
 - 4.2.2 Pre-Flight Checks -- Describe typical ground checks for the UAS and control system.
- 4.3 Launch - Please describe the takeoff procedure and handoff method in detail.
- 4.4 Recovery - Please describe the recovery and landing procedure in detail.

4.5 Turnaround Time - Describe any required post-flight maintenance and the turnaround time between missions.

5.0 Failure (Risk) Management

5.1 Safety History

- 5.1.1 Flight history
- 5.1.2 Mishap history - Please list the mishap history of the UAS including major failure modes. How many crashes or failures have occurred?
- 5.1.3 Corrective actions taken for past mishaps

5.2 Demonstrated Reliability

- 5.2.1 Estimated time between mission failures
 - 5.2.1.1 Calculated from analytical or empirical data
 - 5.2.1.2 Environmental and performance limitations used to estimate reliability figures

5.3 Hazard Analyses - from contractor or system safety

5.4 Software

- 5.4.1 Software safety program
- 5.4.2 Software controlled components - What flight critical components are software controlled?
- 5.4.3 Analyses - Have any software safety analyses been performed?

5.5 Loss of Command-and-Control Link

- 5.5.1 Describe what happens when the command link is lost. Include UAS actions and flight crew actions.
- 5.5.2 How does vehicle respond if the command link is never re-established?
- 5.5.3 Recognition of loss - Operator and UAS
 - 5.5.3.1 How does the operator recognize loss of the command link?
 - 5.5.3.2 How does UAS recognize loss of the command link?
- 5.5.4 Back-up Command and Control - How is backup control initiated?

5.6 Loss of navigation

- 5.6.1 How does the UAS and vehicle autopilot respond to a loss of navigation signal?
- 5.6.2 How is a primary navigation loss indicated to the ground station and operator?
- 5.6.3 Back-up navigation
 - 5.6.3.1 Is there a secondary navigation system?
 - 5.6.3.2 Does the UAS operator have access to any external sources of position information that could serve as a backup (radar, IFF, binoculars)?
- 5.6.4 If the UAS operator loses primary position information, is control also lost?

5.7 Return home modes

5.7.1 Conditions that cause return home mode

- 5.7.2 Location point, path, and altitude
 - 5.7.2.1 Selection
 - 5.7.2.1.1 Safeguards to prevent erroneous selection
 - 5.7.2.1.2 Ability to update in-flight
 - 5.7.2.2 Intermediate waypoints
 - 5.7.2.3 Multiple points
 - 5.7.2.4 Airspace boundaries and compatibility
 - 5.7.2.5 Line of sight from control station
- 5.7.3 Vehicle action and sequence of events upon reaching return home point
 - 5.7.3.1 In event operator does not regain control
 - 5.7.3.2 Fail-safe events
 - 5.7.3.3 Landing
- 5.7.4 Navigation during return home mode
 - 5.7.4.1 In the event GPS is unavailable or jammed
- 5.7.5 Pre-flight check
- 5.8 Loss of Flight Reference Data - How does the vehicle respond to losses of primary sources for position, altitude, heading, and airspeed and what are the indications of these losses to the UAS operator?
- 5.9 Unresponsive Flight Controls
 - 5.9.1 What will happen if a servo or flight control sticks or becomes unresponsive? How does the autopilot respond? Is there a backup? How quickly will the UAS operator recognize this?
 - 5.9.2 What happens if the throttle is stuck? How will the UAS operator recognize this condition? Is there a recovery procedure?
- 5.10 Loss of Propulsion
 - 5.10.1 How does UAS respond to engine failure?
 - 5.10.2 Can the engine be restarted in flight?
 - 5.10.3 Is electrical power lost?
 - 5.10.4 Will there be sufficient velocity and electrical power for “controlled ditch” or “dead-stick landing”?
- 5.11 Loss of Electrical Power - Answer for electrical systems on UAS and again for control stations.
 - 5.11.1 Describe UAS response if electrical power is lost.
 - 5.11.2 Describe any back-up electrical systems and expected operating time. What happens if the UAS is too far away to make it back before this time?
 - 5.11.3 Battery
 - 5.11.3.1 Time life
 - 5.11.3.2 Life meter

- 5.11.3.3 Log
 - 5.11.3.4 Bus - Are there essential buses for reduced power operations and are all flight essential systems on this bus?
 - 5.11.3.5 Usage data on telemetry
 - 5.11.3.6 Pre-flight check
 - 5.11.4 Uninterruptible power source for ground operations
 - 5.11.5 Backup command and emergency systems protection
 - 5.11.6 Does load shedding occur if power is lost?
 - 5.11.7 Flight information calculations
 - 5.11.8 Are there any effects on the flight termination system?
- 5.12 Subsystem Failure
 - 5.12.1 Failures that result in abort
 - 5.12.2 Failures that result in UAS unable to fly
- 5.13 Flight Termination System (FTS)
 - 5.13.1 FTS function
 - 5.13.2 FTS activation
 - 5.13.2.1 How is the FTS activated?
 - 5.13.2.2 Does it activate if battery backup fails?
 - 5.13.2.3 Does it operate on independent battery circuit?
 - 5.13.2.4 Activation authority
 - 5.13.3 Flight termination criteria
 - 5.13.3.1 Tracking data
 - 5.13.3.2 Lack of containment in operating range
 - 5.13.3.3 Return home failure
 - 5.13.4 UAS below RF horizon
 - 5.13.5 Sequence of events after activation
 - 5.13.5.1 Propulsion terminated
 - 5.13.5.2 Tumble or glide
 - 5.13.5.3 Parachute
 - 5.13.6 Monitoring
 - 5.13.7 Transmitter
 - 5.13.7.1 Location
 - 5.13.7.2 Range (exceeds maximum flight range)
 - 5.13.8 Testing and certification
 - 5.13.9 Independence from other vehicle systems
 - 5.13.9.1 Antenna
 - 5.13.9.2 Receiver
 - 5.13.9.3 Signal processing
 - 5.13.9.4 Power supply

- 5.13.10 Fail Safe Mode
 - 5.13.10.1 Activation criteria
 - 5.13.10.2 Sequence of events upon activation
 - 5.13.10.3 Time delay between activation and sequence of events
- 5.13.11 Parachute
 - 5.13.11.1 Deployment altitude
 - 5.13.11.2 Impact and drift rate
 - 5.13.11.3 Rate of descent at max weight
 - 5.13.11.4 Deployment limitations
 - 5.13.11.4.1 Altitude
 - 5.13.11.4.2 Airspeed
 - 5.13.11.4.3 Attitude
 - 5.13.11.5 Weight-on-gear inhibit
 - 5.13.11.5.1 Testing
 - 5.13.11.5.2 Status telemetry to ground
 - 5.13.11.6 Engine shutoff
 - 5.13.11.6.1 Requirement
 - 5.13.11.6.2 Failure of engine shutdown
 - 5.13.11.6.3 Can propeller cut parachute shroud line?
- 5.14 Ditching
 - 5.14.1 Criteria
 - 5.14.2 Pre-planned locations
 - 5.14.2.1 Selection and criteria
 - 5.14.2.2 Free of population
 - 5.14.2.3 Attainable from any point in flight path
- 5.15 Collision Avoidance - Describe procedures utilized for collision avoidance, including UAS response time to flight change commands.
 - 5.15.1 Airspace
 - 5.15.1.1 Exclusive or shared
 - 5.15.1.2 Compatibility with other aircraft or missions
 - 5.15.1.3 Risk reduction to other aircraft
 - 5.15.1.4 Manned aircraft communication
 - 5.15.2 Flight Routes
 - 5.15.2.1 Consideration of published standard approaches and departures
 - 5.15.2.2 Standoff distances
 - 5.15.2.2.1 Densely populated areas
 - 5.15.2.2.2 Hazardous sites
 - 5.15.2.2.3 Civilian airfields
 - 5.15.2.2.4 Planned into return home mode

- 5.15.3 DSA
- 5.15.4 Collision Prevention Markers (lights, strobes, TCAS, bright paint)
- 5.15.5 Loss of IFF
 - 5.15.5.1 Procedure
 - 5.15.5.2 Notification of ground operator
- 5.15.6 Chase Aircraft
 - 5.15.6.1 Standoff distance
 - 5.15.6.2 Continuous surveillance and procedure if lost
 - 5.15.6.3 Communications between UAS, chase pilot and ground safety
- 5.16 In the Event of a Crash:
 - 5.16.1 Could a crash cause a fire?

6.0 Ground Support

- 6.1 Ground control stations (GCS) - Please describe the ground stations involved in the UAS operations. Include mission control stations, launch/recovery stations and payload control stations as appropriate. For each GCS list:
 - 6.1.1 Function of station
 - 6.1.2 Desired placement location (i.e., in hangar, on runway)
 - 6.1.3 Power and infrastructure requirements
 - 6.1.4 What happens if power is lost?
- 6.2 Logistics Support - For each item below, please list exact requirements and how facility/equipment will be used:
 - 6.2.1 Hangar facilities (in square feet)
 - 6.2.2 Office space
 - 6.2.3 Telephone requirements (number of lines)
 - 6.2.4 Computer equipment (number of workstations, printers, internet access)
 - 6.2.5 Handheld communications (number of units and channels required)
 - 6.2.6 Fuel
 - 6.2.7 Tow/support vehicles
 - 6.2.8 Portable generators
 - 6.2.9 Classified handling/security provisions

7.0 Configuration Management

All changes to the UAS will be logged. Any changes to the UAS will be evaluated by Site Operator to determine if the airworthiness statement is still valid.

8.0 Air Traffic Service Provider Coordination/Communication

A specific plan for the Site Operator communicating with the controlling and adjacent Air Traffic Service providers will include contingency plans, phone numbers and any other pertinent information as designated by the parties involved.

ATTACHMENT H

PROPOSER CERTIFICATION

By submitting a proposal, the Proposer certifies that it has reviewed this RFP and all available supporting materials, has investigated the conditions relevant to performance of the proposed services, and possesses the qualifications, personnel, experience, and resources necessary to perform the work described herein.

[ISSUING ORGANIZATION]

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____