

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER	2. CONTRACT NO. (If any) DTFACT15A-00001	6. SHIP TO:			
		a. NAME OF CONSIGNEE			
3. ORDER NO. 692M15-20-F-00087	4. REQUISITION/REFERENCE NO. WA-20-03876	W693190M			
5. ISSUING OFFICE (Address correspondence to) AAQ-630 ACQUISITION TEAM 3 FAA William J. Hughes Technical Center 4th Floor, Building 300 Atlantic City International Airport Atlantic City NJ 08405		b. STREET ADDRESS 693190 DOT FAA MAILROOM FL 1 800 INDEPENDENCE AVE SW WASHINGTON DC 205910001		c. CITY WASHINGTON	
		d. STATE DC	e. ZIP CODE 205910001		
7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR ONEIDA NY COUNTY OF		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 800 PARK AVE STE 5		REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY UTICA		e. STATE NY			
f. ZIP CODE 13501-2939		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.			
9. ACCOUNTING AND APPROPRIATIONS DATA See Schedule		10. REQUISITIONING OFFICE AFS-80 UAS Integration Office			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. BILL OF LADING NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
13. PLACE OF			1 Days After Award		
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contractor Printed Name/Signature Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			
21. MAIL INVOICE TO:					
a. NAME FAA AAC ACCTG OFC				\$335,000.00	
b. STREET ADDRESS (or P.O. Box) DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125				\$335,000.00	
c. CITY OKLAHOMA CITY		d. STATE OK	e. ZIP CODE 73125		

17(h).
TOTAL
(Cont.
pages)

17(i).
GRAND
TOTAL

22. CONTRACTING AUTHORITY BY (Signature)	23. NAME (Typed) Daniel Farrell TITLE: CONTRACTING/ORDERING OFFICER
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SEE BILLING INSTRUCTIONS ON REVERSE

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. DTFACT15A-00001	ORDER NO. 692M15-20-F-00087
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
00001	<p>Pursuant to Section I.2 of Master Agreement #DTFACT15A-00001, Task Order #692M15-20-F-00087 is hereby awarded to furnish the necessary resources for the UTM Pilot Program (UPP) Phase 2 Demonstration. The contractor must perform in accordance with the attached Performance Work Statement (PWS).</p> <p>This is a Firm, Fixed Price (FFP) Task Order for a total price of \$335,000.00.</p> <p>All terms and conditions of the Master Agreement are in full effect and are incorporated in this order.</p> <p>Period of Performance: Date of award - October 31, 2020.</p> <p>Invoices may be submitted after milestones have been satisfied via email to the Accounting Technician (9-AMC-AMZ-FAA-APInvoices@faa.gov) the COR, Rebecca Grahsler (rebecca.grahsler@faa.gov), and the Contracting Officer, Daniel Farrell (daniel.farrell@faa.gov). COR / Tech Rep: GRAHSLER, REBECCA Period of Performance: 04/01/2020 to 10/31/2020</p> <p>WA-20-03876 line 1</p> <p>Project: UPP Vendor: TBD Contract #: TBD Task: TBD CO: Daniel Farrell COTR: Rebecca Grahsler PM: Praveen Raju POP: 04/01/2020 - 10/31/2020 Routing Code: ANG-C5 Deliverable #: FY20 04.01.00, 04.02.00, 04.03.00, 04.04.00, 04.06.00</p> <p>Continued ...</p>				335,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. DTFACT15A-00001	ORDER NO. 692M15-20-F-00087
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Line 1: \$350,000.00- Test Site 1; UPP Phase 2 demonstrations will showcase additional capabilities, such as Remote Identification, for integrating a UTM ecosystem with the FAA's traditional air traffic management. The Awarded Test Sites will conclude the UPP phase 2 Demonstration by providing a Final Report detailing the outcomes and lessons learned of the program. Per the FAA Reauthorization of 2018 (H.R. 302 SEC. 376), a Final Demonstration Report and Implementation Plan to expand UTM operations beyond visual line of sight will be provided to Congress. Electronic & IT: 03</p> <p align="center">Project Data: 1219WA5429.00.WB1040.WAG5310000.25101. 03/18/2020.12182A0190.1A09B0</p> <p>Accounting Info: 12182A0190.2020.9FF61A09B0.WAG5310000. 25101.61006600.0000000000.0000000000.0 000000000.0000000000 acct1: 12182A0190 acct2: 2020 acct3: 9FF61A09B0 acct4: WAG5310000 acct 5: 25101 acct6: 61006600 Funded: \$335,000.00</p> <p>The total amount of award: \$335,000.00. The obligation for this award is shown in box 17(i).</p>					

Task Order

Master Agreement No.: DTFACT15A-00001
Task Order No.: 692M15-20-F-00087
Project Title: UTM Pilot Program Phase 2 Demonstration
Period of Performance: Date of award - 10/31/2020

1. Background

As directed, in the Federal Aviation Administration (FAA) Extension, Safety, and Security Act of 2016 Pub. L. 114-190 § 2208 (July 15, 2016), the FAA established the Unmanned Aircraft Systems (UAS) Traffic Management (UTM) Pilot Program (UPP) in collaboration with NASA in April 2017 to provide enterprise services to support the implementation of small UAS operations in uncontrolled airspace, generally at flight levels below 400 feet.

The FAA Reauthorization Act of 2018 (H.R. 302 SEC. 376(b)), requires the UPP to meet additional objectives prior to pilot program completion. These objectives include testing of remote identification, tracking technologies and operations with increasing volumes and density. This testing is specified to be conducted in cooperation with NASA and industry stakeholders, in airspace above FAA UAS Test Sites, as well as other sites including those selected under White House-directed UAS Integration Pilot Program (IPP). Leveraging the existing technologies of UPP Phase 1, the UPP Phase 2 events will conduct validation and demonstration events for capabilities such as remote identification in increasingly complex environments to enable beyond visual line of sight operations. The UPP Phase 2 will also conclude with a Final Demonstration Report which will inform the UTM Implementation Plan to expand UTM operations in accordance with the FAA Reauthorization Act of 2018 (H.R. 302 SEC. 376).

2. Purpose

The Contractor must work with the FAA to conduct the UPP Phase 2 Demonstration Event, and the preparatory events leading up to the demonstration event (herein collectively referred to as the UPP 2 Demo). The Contractor must complete the tasks described below with participation of industry partners, UAS Service Suppliers (USSs), public safety operators, IPP participants and/or individual UAS operators. The Contractor may also have to implement hardware and software solutions to collect data required for the UPP 2 Demo.

3. Performance Work Statement (PWS)

The Contractor must furnish the necessary personnel, materials, equipment, facilities, travel, and support in accordance with this PWS. The Contractor must provide the appropriate program management, and project control necessary to manage this Task Order; ensure that the cost, schedule and quality requirements are continually tracked and the status communicated to the FAA; and ensure that this Task Order is successfully completed.

4. Task Requirements

The Contractor must complete all activities by the identified milestones. The major activity is a series of flight shakedowns and flight demonstrations, collectively called the UPP 2 Demo.

Task 1 - Conduct Technical Interchange Meeting (TIM)

The Contractor must conduct a Technical Interchange Meeting (TIM) within 45 days of task order award. The meeting will address and review the PWS requirements and ensure the Contractor has a clear understanding of the scope of work and deliverables. The Contractor must submit the FAA/Test Site TIM Summary Report two weeks after the TIM. This report must include the following, at a minimum: logistics planning, meeting agenda, meeting minutes, action items, and other applicable information required to execute and manage the outcome of technical interchange meetings leading up to shakedown activities and execution of UPP demo.

Task 2 - Demonstration Plan

The Contractor must work with the FAA and NASA to prepare a UPP Phase 2 Demo Plan that must include background, objectives, approach (to include roles and responsibilities, frequency management, airspace management, and simulations, if any), data collection, safety risk management, and stakeholder collaboration strategy. The Contractor must provide appropriate staffing to meet the daily mission requirements as prescribed in the demo plan. The Contractor must organize the demo plan to include “Shakedown #1,” “Shakedown #2,” and “Demo Event”.

Task 3 - Shakedowns

The Contractor must execute two Shakedowns prior to the UPP 2 Demo. The Shakedowns must include series of flights potentially in conjunction with simulated operations. Shakedowns are preceding activities led by the FAA UAS Test Site and its partners in collaboration with the FAA to conduct testing and validation activities. Shakedowns are intended for preparation of equipment, connections, stakeholder test scripting, USS onboarding and checkout.

As a result of the Shakedowns, the Contractor will create a Shakedown 1 and 2 report. These reports must include all test results and test card scripts to conduct the demonstration successfully based on the Demonstration Plan. The contents must include at minimum high-level testing results that has been performed to an UPP Phase 2 application that has been migrated or deployed to an environment, also data collection results accordance with the Data Management Plan.

Task 4 - UPP Checkout

The Contractor must work with FAA to meet onboarding requirements, message security trust framework requirements, automated tests against the USS that tested basic functionality and completed validation test procedures. UPP checkout procedures correlates operating rules to onboarding test activities, which is designed to verify that the Contractor is ready to participate in UPP activities.

Task 5 - Readiness Review Package with Safety Case

The Contractor must work with the FAA and NASA to prepare a Readiness Review Package with Safety Case that must include documented resolution of any demonstration shakedown issues and any problem tracking reports. The Contractor must include results of software capabilities, installation, and checkout requirements of components that are ready for demonstration activities.

The Contractor must conduct a safety case analysis that contains detail to document treatment of hazards and risks of operations to be conducted in UPP demonstration events. The Contractor

must meet range safety requirements to perform planned operations (i.e., situational awareness tools and radar equipment in place, as needed). This includes but may not be limited to identification of actual hazards and risks, assessment of identified risks including frequency and severity, and risk controls/mitigations to be applied to reduce risk to acceptable levels.

Task 6 - UPP 2 Demonstration Event

The Contractor must support the FAA's UTM infrastructure, architecture, and procedures to execute a targeted technology demonstration based on the Use Cases proposed by the Contractor as identified below in Section 14. The Contractor's actual Use Cases must meet the objectives of the nominal Use Cases identified in Appendix A: UPP Phase 2 Concept of Use (CONUSE) document. The Contractor and the FAA will finalize a demonstration plan under Task 2. The Contractor must conduct and complete the entire set of flight events once final demonstration capabilities have been confirmed by the FAA. The demonstration and preceding shakedowns, performed by the Contractor, will be executed while participating vehicles (real) are connected to the necessary UTM System via communication with a USS, and with that USS connected to FAA Flight Information Management System (FIMS).

The Contractor team must support a schedule that requires multiple date availability, flexibility, and cooperation from all UPP Demonstration Event participants. The Contractor must complete milestones, activities, and deliverables agreed by October 31, 2020. The Contractor's demonstration event must satisfy the FAA's requirement to test and demonstrate the following capabilities:

- Capability 1: UTM Operations in Higher Density Airspace
- Capability 2: Remote ID Services
- Capability 3: USS Transmission of Flight Information to FAA due to Off-Nominal UTM Event
- Capability 4: Public Safety Operations
- Capability 5: UAS Volume Reservations (UVR) Service

Additional flight tests, as suggested by the Contractor, FAA, and NASA, may be included if deemed within scope by the FAA and NASA through the collaborative planning to reach a finalized demonstration plan. For additional tests, the FAA and NASA will be looking for tests of opportunity wherein the already deployed personnel, platforms, and other infrastructure can be used to gather data in addition to those data obtained through the specific tests.

Data collected by the Contractor for each demo activity must conform to a provided Data Management Plan (to be provided by the FAA). The Contractor team must execute steps specified in a Data Management Plan, in fulfillment of USS checkout activities. All tests are assumed to be executed while participating vehicles (real and simulated) are each appropriately and meaningfully connected to the UTM system, via communication with a USS and with that USS connected to the FAA-provided FIMS. The USS implementation employed in this demonstration must adhere to the FIMS-USS capability documentation, Remote Identification capabilities, UTM Authentication and Authorization document, and the Discovery and Synchronization Service capability documentation. The UAS operator connections to a USS must comply with the appropriate specification from the USS provider. The Contractor must make a reasonable effort to vet potential partners' (industry partner, public safety operators,

USS, or individual UAS operator) abilities to meet supplied interface requirements (FIMS-USS, Discovery and Synchronization Service (DSS)-USS, Public Safety-USS, USS-USS, USS-UAS, and where appropriate, USS-Data provider). All participants must adjust to reasonable changes in these interfaces as demo readiness proceeds.

The Contractor must obtain all necessary waivers and/or approvals to operate in the NAS as part of this Task Order. This will include approval to perform beyond visual line of sight (BVLOS) or extended visual line of sight (VLOS) operations within the NAS. Because these operations contemplated with this PWS do not qualify for public aircraft status under 49 U.S.C. §40125, these operations must be conducted under existing regulations.

5. Industry Input into USS Regulatory Process

The Contractor must collaborate with industry partners to provide the FAA with input into a USS regulatory process for approval and checkout of UTM services such as, Operation Planning, Strategic Deconfliction, etc.

Services that are validated during the USS approval and checkout process are those that meet certain regulatory requirements for the operator and can be used to address rules identified in regulation. Upon successful completion of this checkout process, the USS would be recognized as a valid USS to provide the specific approved UTM service. An identity would be provisioned for the USS within the UTM System. The identity and checkout process would be managed by the FAA but may be executed by an entity other than the FAA.

Details and formalization will be developed with the support of USSs, UAS Operators and Industry Partners during UPP Phase 2 activities. The inputs discussed will play a critical role in the final USS regulatory process for approval and checkout of UTM Services.

6. Data and System Access

Each subcontractor, partner, and other entity working with the Contractor that require access to any of the following may be required to complete a Memorandum of Understanding (MOU), and/or Space Act Agreement (SAA) with the FAA and/or NASA related to the UPP Demo. A “non-U.S.” entity will not likely obtain a new Non-Disclosure Agreement (NDA), MOU, or SAA in the time frame of this task. Concerns related to this issue should be discussed with the UPP team as soon as possible in the task process.

1. Access to FAA systems via network connections
2. Access to documentation that is not publicly available or designated for public release by FAA and NASA
3. Access to data from FAA or NASA
4. Physical access to FAA or NASA

7. UPP Demo Platform

FAA will host the UPP Demo Platform (UDP) software, which consists of the FIMS capabilities. The UDP can be assumed to contain truth data in relation to constraints in the airspace, messages related to UTM operation, and other relevant data. These data will be vetted with the Contractor prior to flight tests to ensure there is no unplanned contradiction of existing NAS constraints.

These data are not for navigation purposes and must not be used to satisfy requirements for accessing the airspace, as defined by appropriate authorities.

8. FAA and NASA Visitors

The Contractor must accommodate visiting FAA and NASA personnel in their efforts to make meaningful field observations. If the Contractor holds any briefings, debriefings, or other group discussions, FAA requests that the Contractor make those discussions open to visiting FAA or NASA personnel. The Contractor must obtain the necessary agreements from all contractors, subcontractors, partners, and other entities to give visiting FAA/NASA personnel access to all aspects of the flight operations that support such observations. The Contractor must allocate the last hour of each flying day to support FAA execution of post-flight surveys, as well as interviews and discussions with visiting FAA/NASA personnel. This hour must be scheduled at FAA/NASA request and within the duty day limitations of all participants. These steps are critical to the FAA in obtaining qualitative data that can inform the final UPP Phase 2 Demo Report.

9. Media Concerns

Any media coverage that the Contractor intends to issue must be coordinated through the FAA's Office of Communications, as designated by the FAA UPP team.

10. Place of Performance

The Contractor will primarily provide the requisite support at the Contractors' facilities, but there may be instances where the requisite support will involve travel to FAA headquarters in Washington, D.C. and the NASA Ames Research Center at Moffett Field, California.

11. Period of Performance

The period of performance for this requirement will be from the date of task order award to October 31, 2020.

12. Deliverables

The following table outlines the deliverables required by the Contractor in performance of this Task Order. Each "due date" in the table below must be considered a "no later than" deadline. All deliverables provided under this task order will be subject to AMS Clause 3.5-13 Rights in Data - General (October 2014).

Deliverable	Description	Format	Acceptance Criteria	Due Date
FAA/Test Site TIM Summary Report & Action Items	The FAA/Test Site TIM Summary Report include the following (at a minimum): logistics planning, meeting agenda, meeting minutes, action items, and other applicable information required to execute and manage the outcome of technical interchange meetings leading up to shakedown activities and execution of UPP demo. All documents must be submitted on time and the content must be complete and accurate.	MS Word	FAA/NASA Approval	2 weeks After the TIM
Demonstration Plan Package with Test Cards	The Demo Plan with Test Cards must include background, objectives, approach (to include roles and responsibilities, frequency management, airspace management, and simulations (if any)), data collection, safety risk management, and stakeholder collaboration strategy. The demo plan must be organized to include “Shakedown #1”, “Shakedown #2”, and “Demo Event”. Test Cards document template development will be in coordination with FAA/NASA and appropriate to detail needed for the UPP operations.	MS Word	FAA/NASA Approval	6/15/2020

Deliverable	Description	Format	Acceptance Criteria	Due Date
Shakedown 1 Report	The Shakedown 1 report must include all test results and test card scripts to conduct the demonstration successfully based on the Demonstration Plan. The contents must include at minimum high-level testing results that has been performed to an UPP Phase 2 application that has been migrated or deployed to an environment, also data collection results accordance with the Data Management Plan	MS Word	FAA/NASA Approval	TBD
Shakedown 2 Report	The Shakedown 2 report must include all test results and test card scripts to conduct the demonstration successfully based on the Demonstration Plan. The contents must include at minimum high-level testing results that has been performed to an UPP Phase 2 application that has been migrated or deployed to an environment, also data collection results accordance with the Data Management Plan.	MS Word	FAA/NASA Approval	TBD

Deliverable	Description	Format	Acceptance Criteria	Due Date
USS Checkout Package	The USS Checkout Package must include results of the UTM Onboarding requirements, message security trust framework requirements, automated tests against the USS that tested basic functionality and completed “valtests” procedures. The USS approval and checkout process are those that meet certain regulatory requirements for the operator and can be used to address rules identified in regulation. Details and formalization will be developed with the support of USSs, UAS Operators and Industry Partners during UPP2 Phase 2 activities.	MS Word	FAA/NASA Approval	TBD

Deliverable	Description	Format	Acceptance Criteria	Due Date
<p>Readiness Review Package with Safety Case</p>	<p>The Readiness Review package must identify and document resolution of any demonstration shakedown issues and any problem tracking reports. This must include results of software capabilities, installation, and checkout requirements of components that are ready for demonstration activities. In addition, an analysis that contains enough detail to document treatment of hazards and risks of operations to be conducted in UPP demonstration events. This include but may not be limited to identification of actual hazards and risks, assessment of identified risks including frequency and severity, and risk controls/mitigations to be applied to reduce risk to acceptable levels.</p>	<p>MS Word</p>	<p>FAA/NASA Approval</p>	<p>TBD</p>

Deliverable	Description	Format	Acceptance Criteria	Due Date
Demonstration Package with Lessons Learned	Demonstration package must include all necessary instructions and test card scripts to conduct the demonstration successfully based on the Demonstration Plan. The contents must include at minimum necessary waivers (or placeholders for such if waivers that have not yet been received), safety information for risk controls and mitigations, Memorandums of Agreements and Letters of Authority, Lessons Learned and any other pertinent documentation needed for demonstration activities.	MS Word	FAA/NASA Approval	October 31, 2020

13. Testing Schedule

The Demonstration is anticipated to take place in the time window of July 1, 2020 through October 31, 2020. The Demonstration is not expected to be a single mission event. The UPP Team anticipates multiple live flight days (estimated to be between 10-15 flight days, but may change based on the Demo Plan) needed to conduct the demonstration, as well as additional planning weeks and mission days (shakedowns) for preparation of equipment, connections, and stakeholder test scripting. The specific test schedule and demonstration date will be finalized with the Contractor under Task 2.

14. Planned Demo Activities

As proposed in response to the FAA’s SIR for UPP Phase 2, the Contractor will conduct the following use cases:

- Use Case/Test Scenario #1: Operation Planning by Unmanned Aircraft System (UAS) Operators in High-Density Airspace. This scenario should focus on the 4 USS planning for a farmers market and firework show with strategic deconfliction performed. In addition the Supplementary Data Service Provides will also be leveraged until all operations are completed.
- Use Case/Test Scenario #2: In-Flight Intent Changes by Unmanned Aircraft System (UAS) Operator in High-Density Airspace. This scenario should leverage 11 UAS operators that can potentially go rogue and trigger an off-nominal report to the FAA.
- Use Case/Test Scenario #3: Public Safety Unmanned Aircraft Systems (UAS) Operating within a UAS Volume Reservation (UVR) Volume. This scenario should chose case

public safety operators, such as the Syracuse Fire, creating UVRs and other USS and operators acting appropriately. This scenario should also utilize a mobile application for public safety officials to query systems for necessary information.

- Use Case/Test Scenario #4: Public Identification of Unmanned Aircraft Systems (UAS) via Remote Identification Services. This scenario will focus on a public safety personnel, such as the FBI, creating a TFR and UVR to restrict flights both manned and unmanned in the area. Authentication of public safety entity will be established before RID queries and RID Displace services are provided. The RID query may also include a RID Mobile app to support public RID information.
- Use Case/Test Scenario #5: Federal and Public Safety Queries for Historical UTM Information. This scenarios should focus on various public safety entities, such as the OC sheriff's office, Rome Police department, and Federal entities, who are querying for UTM historical information. This can include but is not limited to RID information.

In coordination with the FAA, the Contractor may revise these test scenarios. However, any alternative Use Cases proposed must meet the objectives of original notional Use Cases found in the UPP CONUSE document. The Contractor must support the collection of three sets of data as specified in the DMP for each use case per shakedown/test and demonstration event.

15. Limitation of Liability and Indemnification

15.1. Warranties

The FAA makes no express or implied warranties as to any matter arising under the task order, including but not limited to the accuracy of information included in the UPP, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, software, or data that may be provided under any agreement resulting from this UPP Phase 2 SIR.

15.2. Insurance

The Contractor must arrange for insurance in accordance with Article 17 of the UAS Test Site Other Transaction Agreement (OTA).

15.3. Limitation of Liability

To the extent permitted by state law, the parties agree that the FAA assumes no liability under the task order for any losses arising out of any action or inaction by the Contractor or its employees, affiliates, contractors, agents, or any person or entity otherwise acting on its behalf (collectively the Contractor's Representatives). The parties agree that the Contractor assumes no liability under the task order for any losses arising out of any action or inaction by the FAA or its agents, officers, employees, or representatives, provided however, that this limitation of liability does not apply to or limit the liability provided for in the Indemnity clause. The Contractor agrees to reimburse the FAA for any damage to or destruction of FAA property caused by the Contractor or the Contractor's Representatives arising out of activities under the task order to the extent permitted by law.

Claims for damages against the FAA of any nature whatsoever pursued under the task order must be limited to direct damages only up to the aggregate amount of the funding obligated under the

task order at the time the dispute arises. In no event must the FAA be liable for claims for consequential, punitive, special, or incidental damages, lost profits, or other indirect damages.

15.4. Indemnity

To the extent permitted by state law, the Contractor agrees to indemnify and hold harmless the Government and its agents, officers, employees, and representatives (the Indemnified Parties) from and against all claims, demands, damages, liabilities, losses, suits, judgements, including the costs and expenses incident thereto (collectively, Claims), that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of acts or omissions of the Contractor or Contractor's Representatives in connection with the task order – including but not limited to the Contractor's interactions with UAS operators – except to the extent the Contractor has fully complied with the material terms of any agreement resulting from this SIR and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification. Even if the Contractor has fully complied with the material terms of the task order, and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification, the Contractor must indemnify and hold harmless the Indemnified Parties only to the extent that such Claims arise out of acts or omissions of the Contractor or the Contractor's Representatives. The FAA agrees to hold harmless the Contractor or the Contractor's Representatives for Claims only to the extent that such claims arise out of acts or omissions of the Indemnified Parties.

The FAA will provide reasonably timely written notice to the Contractor of all Claims and will cooperate with the Contractor to facilitate the defense or settlement of all Claims; however, the Contractor's obligations in this article are not contingent upon the FAA's doing so.

16. Contract Type and Award Amount

This Task Order is a Firm, Fixed-Price type. The total award amount is \$335,000.00. The Task Order is fully funded.

17. Milestones

The FAA will pay invoices once the following milestone activities are completed satisfactorily.

Milestone	Amount
FAA/Test Site TIM Summary Report & Action Items	\$16,000.00
Demonstration Plan Package with Test Cards	\$67,500.00
Shakedown 1 Report	\$70,000.00
Shakedown 2 Report	\$69,500.00
USS Checkout Package	\$28,000.00
Readiness Review Package with Safety Case	\$12,000.00
Demonstration Package with Lessons Learned	\$72,000.00

18. Enhancements

The Contractor must provide all services to satisfy the FAA's requirements as proposed in response to the SIR for UPP Phase 2, including any and all areas where the Technical Approach proposed in response to Factor 1 exceeded or enhanced the FAA's minimum requirements, without exception. Should the Contracting Officer determine that an ambiguity or conflict exists

between the FAA's requirements and the proposed enhancement implementation, the Contracting Officer, COR, and the Contractor must review, discuss and resolve the conflict, as necessary.

19. Attachments

Appendix A: UPP CONUSE Document