

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE OF PAGES  
 1 2

2. AMENDMENT/MODIFICATION NO. (P/0000) 3. EFF. DATE 4. REQUISITION/PURCHASE REQ. NO. 0020034549 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7014 7. ADMINISTERED BY (If other than item 6) CODE  
 Department of Homeland Security Dept of Homeland Security  
 Customs and Border Protection Customs and Border Protection  
 1300 Pennsylvania Ave NW Office of Procurement - NP 1310  
 NP 1310 1300 Pennsylvania Ave. NW  
 Washington DC 20229 Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)  
 GENERAL ATOMICS AERONAUTICAL SYS  
 16761 VIA DEL CAMPO CT  
 SAN DIEGO CA 92127-7171  
 CODE 824684229 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1008C01850  
 10B. DATED (SEE ITEM 13) 02/11/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A  
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b)  
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of Both Parties  
 D OTHER (Specify type of modification and authority)

E IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification to the subject contract is make the following bi-lateral changes to the subject contract.  
 a. Section B - SUPPLIES OR SERVICES AND PRICES/COST is change to reflect a time and material type contract and the delivery date is change to read 09/30/2008.  
 b. The following clauses are hereby deleted from the subject contract:  
 FAR 52.247-60

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Sr. Contracts Administrator  
 15B. CO (b) (6) (Signature of person authorized to sign)  
 15C. DATE SIGNED 3/5/08  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan A. Baptist  
 16B. (b) (6)  
 16C. DATE SIGNED 3/6/2008

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO. 0020034549	PAGE OF 2	PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Key Personnel

c. Based on the terms and condition of the contract, H.3 GOVERNMENT PROPERTY (MAR 2003) was added .

d. Also, Clause H.8 "GROUND AND FLIGHT RISK and Clause H.9 "AIR VEHICLE FLIGHT" is added.

2. All other terms and conditions remain unchanged.

PART I - THE SCHEDULE

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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Item Number	Supplies/Services	Qty	Unit Price	Extended Price
00010	UAS Demonstration Services	1	\$1,362,058.00	\$1,362,058.00

B.2 The ceiling price for this contract is **\$1,362,058.00**

Period of Performance: February 11, 2008 through September 30, 2008

LOADED HOURLY RATES

General Atomics Aeronautical Systems (GA)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

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ACCOUNTING AND APPROPRIATION INFORMATION

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Item: 00010 6100.2512GLCS0922100100ZAAF08084R0AM01 OM0092512

Amount (b) (4)

Item: 00020 6100.2512USCSGLCS0922100100Z00007112AM01 OM0092512

Amount (b) (4)

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DELIVERY SCHEDULE

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Deliver To:

Customs and Border Protection  
1300 Pennsylvania Av, NW  
Washington DC 20229

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	09/30/2008		

**B.1 CONTRACT TYPE (MAR 2003)**

This is a time-and-materials contract.

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.247-55	JUN 2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY

[End of By-Reference Clauses]

#### F.2 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from February 11, 2008 through September 30, 2008.

[End of Clause]

information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

#### D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

#### E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

#### F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives,

and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

H.3 GOVERNMENT PROPERTY (MAR 2003)

The Contractor will be provided with the following items of property for performance of this contract, in accordance with the Government Property clause(s) contained herein.

Item Description	Property I.D. Number	Quantity	Delivery Date
GCS		1	
MGCS (or second GCS) as needed		1	
GDT		1	
GDT		1	
GSE as needed (see App A-1 of proposal)			
Consumables as needed (see App A-2 of proposal)			
Spares as needed (see App A-3 of proposal)			

**[End of Clause]**

H.4 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

## C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

## H.5 TRAVEL (MAR 2003)

Travel and per diem rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, the Federal Travel Regulations, and the Federal Acquisition Regulation (FAR) 31.205-46.

[End of Clause]

## H.6 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1

2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

(a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.

(b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.

(c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors

in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

#### H.7 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2007)

a. Contractor Performance Evaluation Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic access to contractor Performance Evaluations Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address:

[http://oamp.od.nih.gov/OD/CPS/cps\\_contractor.htm](http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm)

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

## H.8 Ground and Flight Risk

(a) Definitions. As used in this clause-

(1) "Air Vehicle," unless otherwise provided in the Contract, means-

(i) Air vehicle to be delivered to the Government under this contract (either before or after Government acceptance), including complete air vehicle and air vehicle in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing or a wing is attached to a fuselage of the air vehicle; and

(ii) Air vehicle, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under this contract, including all property installed, in the process of installation, or temporarily removed; provided that the air vehicle and property are not covered by a separate bailment agreement.

(2) "Contractor's premises" means those premises designated in the Contract or in writing by the Contracting Officer, and any other place the air vehicle is moved for safeguarding.

(3) "Flight" means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the air vehicle, or previously approved in writing by the Contracting Officer.

(i) For land based air vehicles, "flight" begins with the taxi roll from a flight line on the Contractor's premises and continues until the air vehicle has completed the taxi roll in returning to a flight line on the Contractor's premises;

(ii) All air vehicles off the Contractor's premises shall be considered to be in flight when on the ground for reasonable periods of time following emergency landings, landings made in performance of this contract, or landings approved in writing by the Contracting Officer.

(4) "Flight crew member" means the Air Vehicle Operator, the Sensor Payload Operator, and the Ground Safety Observer when assigned to their respective crew positions for the purpose of conducting any flight on behalf of the Contractor.

(5) "In the open" means located wholly outside of buildings on the Contractor's premises or other places described in the Contract as being "in the open." Government furnished air vehicles shall be considered to be located "in the open" at all times while in the Contractor's possession, care, custody, or control.

(6) "Operation" means operations and tests of the air vehicle and its installed equipment, accessories, and power plants, while the air vehicle is in the open or in motion. The term does not apply to air vehicles on any production line or in flight.

(b) Except as may be specifically provided in the Contract as an exception to this clause, the Government assumes the risk of damage to, or loss or destruction of air vehicle "in the open," during "operation," and in "flight." The Contractor shall not be liable to the Government for such damage, loss, or destruction.

(c) The Government's assumption of risk for air vehicle in the open shall continue unless the Contracting Officer finds that the air vehicle is in the open under unreasonable conditions, and the Contractor fails to take prompt corrective action.

(1) The Contracting Officer, when finding air vehicle in the open under unreasonable conditions, shall notify the Contractor in writing of the unreasonable conditions and require the Contractor to make corrections within a reasonable time.

(2) Upon receipt of the notice, the Contractor shall promptly correct the cited conditions, regardless of whether there is agreement that the conditions are unreasonable. If the Contracting Officer later determines that the cited conditions were not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred in correcting the conditions. Any dispute as to the unreasonableness of the conditions or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(3) If the Contracting Officer finds that the Contractor failed to act promptly to correct the cited conditions or failed to correct the conditions within a reasonable time, the Contracting Officer may terminate the Government's assumption of risk for any air vehicle in the open under the cited conditions. The termination will be effective at 12:01 a.m. on the fifteenth day following the day the written notice is received by the Contractor. If the Contracting Officer later determines that the Contractor acted promptly to correct the cited conditions or that the time taken by the Contractor was not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred as a result of termination of the Government's assumption of risk. Any dispute as to the timeliness of the Contractor's action or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(4) If the Government terminates its assumption of risk, the risk of loss for Government-furnished property shall be determined in accordance with the Government Property clause of this contract.

(5) The Contractor shall promptly notify the Contracting Officer when unreasonable conditions have been corrected. If the Government elects to again assume the risk of loss and relieve the Contractor of liabilities, the Contracting Officer will notify the Contractor. The Contractor shall be entitled to an equitable adjustment in the contract price for any insurance costs extending from the end of the third working day after the Contractor notice of correction until the Contractor is notified that the Government will assume the risk of loss. If the Government does not again assume the risk of loss and conditions have been corrected, the Contractor shall be entitled to an equitable adjustment for insurance costs, if any, extending after the third working day.

(d) The Government's assumption of risk shall not extend to damage, loss, or destruction of air vehicle which-

(1) Results from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of air vehicle in the open and during operation in accordance with sound industrial practice. The term "Contractor's managerial personnel" means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or other equivalent representatives who supervise or direct all or substantially all of the Contractor's business; or all or substantially all of the Contractor's operations at any one plant or separate location at which this contract is performed; or a separate and complete major industrial operation in connection with the performance of this contract;

(2) Is sustained during flight if the flight crew members have not been approved in writing by the Government;

(3) Occurs in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(4) Is covered by insurance;

(5) Consists of wear and tear; deterioration (including rust and corrosion); freezing; or mechanical, structural, or electrical breakdown or failure, unless these are the result of other loss, damage or destruction covered by this clause. (This exclusion does not apply to Government-furnished property if damage consists of reasonable wear and tear or deterioration, or results from inherent vice in the property.); or

(6) Is sustained while the air vehicle is being worked on and is a direct result of the work unless such damage, loss, or destruction would be covered by insurance which would have been maintained by the Contractor, but for the Government's assumption of risk.

(e) With the exception of damage, loss, or destruction in flight, the Contractor assumes the risk and shall be responsible for the first \$25,000 of loss or damage to air vehicle in the open or during operation resulting from each separate event, except for reasonable wear and tear and to the extent the loss or damage is caused by negligence of Government personnel. If the Government elects to require that the air vehicle be replaced or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (i) of this clause shall not include the dollar amount of the risk assumed by the Contractor. In the event the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government \$25,000 (or the amount of the loss, if less) as directed by the Contracting Officer.

(f) A subcontractor shall not be relieved from liability for damage, loss, or destruction of air vehicle while in its possession or control, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. In the absence of approval, the subcontract shall contain provisions requiring the return of air vehicle in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. Where a subcontractor has not been relieved from liability, and damage, loss, or destruction occurs, the Contractor shall enforce liability against the subcontractor for the benefit of the Government.

(g) The Contractor warrants that the contract price does not and will not include, except as may be authorized in this clause, any charge or contingency reserve for insurance covering damage, loss, or destruction of air vehicle while in the open, during operation, or in flight when the risk has been assumed by the Government, even if the assumption may be terminated for air vehicle in the open.

(h) In the event of damage, loss, or destruction of air vehicle in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the air vehicle from further damage, to separate damaged and undamaged air vehicle, to put all air vehicle in the best possible order and further, except in cases covered by paragraph (e) of this clause, the Contractor shall furnish to the Contracting Officer a statement of-

(1) The damaged, lost, or destroyed air vehicle;

(2) The time and origin of the damage, loss, or destruction;

(3) All known interests in commingled property of which air vehicle are a part; and

(4) The insurance, if any, covering the interest in commingled property.

Except in cases covered by paragraph (e) of this clause, the Contracting Officer will make an equitable adjustment in the contract price for expenditures made by the Contractor in performing the obligations under this paragraph.

(i) If prior to delivery and acceptance by the Government, air vehicle is damaged, lost, or destroyed and the Government assumed the risk, the Government shall either-

(1) Require that the air vehicle be replaced or restored by the Contractor to the condition immediately prior to the damage, in which event the Contracting Officer will make an equitable adjustment in the contract price and the time for contract performance; or

(2) Terminate this contract with respect to the air vehicle, in which event the Contractor shall be paid the contract price for the air vehicle (or, if applicable, any work to be performed on the air vehicle) less any amount the Contracting Officer determines-

(i) It would have cost the Contractor to complete the air vehicle (or any work to be performed on the air vehicle) together with anticipated profit on uncompleted work; and

(ii) Would be the value of the damaged air vehicle or any salvage retained by the Contractor.

The Contracting Officer shall prescribe the manner of disposition of the damaged, lost, or destroyed air vehicle, or any parts of the air vehicle. If any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due the Contractor. Failure of the parties to agree upon termination costs or an equitable adjustment with respect to any air vehicle shall be considered a dispute under the Disputes clause.

(j) In the event the Contractor is reimbursed or compensated by a third person for damage, loss, or destruction of air vehicle and has also been compensated by the Government, the Contractor shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for damage, loss, or destruction. Upon the request of the Contracting Officer or authorized representative, the Contractor shall at Government expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment of subrogation) in obtaining recovery.

**(End of clause)**

#### H.9 Air Vehicle Flight Risk

(a) Definitions. As used in this clause-

(1) "Air Vehicle," unless otherwise provided in the Contract, means-

(i) Air vehicle furnished by the Contractor under this contract (either before or after Government acceptance); or

(ii) Air vehicle furnished by the Government to the Contractor, including all Government property placed on, installed or attached to the air vehicle; provided that the air vehicle and property are not covered by a separate bailment agreement.

(2) "Flight" means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the air vehicle, or previously approved in writing by the Contracting Officer.

(i) For land-based air vehicle, "flight" begins with the taxi roll from a flight line and continues until the air vehicle has completed the taxi roll to a flight line.

(3) "Flight crew members" means the Air Vehicle Operator, Sensor Payload Operator, and Ground Safety Observer in the Contract, when assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(b) Unless the flight crew members previously have been approved in writing by the Government the Contractor shall not be-

(1) Relieved of liability for damage, loss, or destruction of air vehicle sustained during flight; or

(2) Reimbursed for liabilities to third persons for loss or damage to property or for death or bodily injury caused by air vehicle during flight.

(c)(1) If at the direction of the Contracting Officer the government seeks the repair, restoration or replacement of air vehicle by the Contractor in the event of loss, damage, or destruction of air vehicle during flight, the Contracting Officer shall make an equitable adjustment, in accordance with this clause and the Government Property (Fixed-Price Contracts) clause as may be applicable, when the Contractor is not liable under-

(i) The Government Property (Fixed-Price Contracts) clause, or

(ii) Paragraph (b) of this clause, or

(iii) I.13 Ground and Flight Risk clause.

(2) The equitable adjustment under this contract for the resulting repair, restoration, or replacement of air vehicle shall be made-

(i) In the estimated cost, the delivery schedule, or both; and

(ii) In the amount of any fee to be paid to the Contractor.

(3) In determining the amount of equitable adjustment in the fee, the Contracting Officer will consider any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction.

(4) Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

**(End of clause)**

#### H.10 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP)

contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]  
(Contractor)  
[Position or Professional Title]  
[Company Name]  
Supporting the XXX Division/Office...  
U.S. Customs & Border Protection  
[Phone]  
[FAX]  
[Other contact information as desired]

[End of Clause]

[END OF SECTION H]