

EXHIBIT B

**Excerpts from 1998 and 2005 Contracts between
DynCorp and the U.S. Department of State**

1998 Contract - Sec. C.2.8.B.4

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a. **EQUIPMENT MODIFICATIONS:** Modifications to aircraft and associated equipment may be required from time to time to increase mission effectiveness and/or reduce cost. The Contractor is encouraged to identify areas where modifications can result in benefits to the Aviation Division. The Contractor shall, when authorized in writing by the COR, prepare Engineering Change Proposals (ECPs) for potential modifications. If approved by the Contracting Officer, the Contractor shall perform these modifications under the task order provisions of the contract. (See C.2.9)

b. **CONFIGURATION IDENTIFICATION:** The Contractor shall maintain a configuration identification list for all aircraft to include new aircraft. This list shall also identify all Time Before Overhaul (TBO) components, which are life limited components with retirement which do not allow for time extensions. This list shall also identify a usable-on code, interchangeability, and adjustments to replacement interval, if available.

3. **DATA MANAGEMENT/REPORTING (CLIN 0002):** The Contractor shall comply with all requirements identified under Exhibit IV, Deliverable Data for delivery of required management and cost reports, plans, Federal Aviation Management Information System (FAMIS) reports, change proposals, operations, maintenance and material control reports, and other contract reporting requirements

4. **INFORMATION SECURITY:** All documentation and data received or generated in the performance of this contract, including, but not limited to, manufacturers' or Government specifications, data, procedures, reports, and operations, shall be treated as proprietary or sensitive, even if it bears no national security classification. The Contractor shall maintain a log and inventory listing of all of the official information received or generated during the performance of this contract. Any or all documentation shall be returned to INL upon request of the Contracting Officer at the time of expiration or termination of the contract. No documentation, data, procedures or results shall be disclosed, copied, or distributed outside INL without specific authorization from the Contracting Officer or the COR. (See also information requirements in Section H of this contract.)

5. **RESPONSIVENESS:** The nature of the AD mission requires that the Contractor be available for mission operations and support 24 hours a day. During non-working hours, the Contractor must provide required personnel to commence operations within one (1) hour from the time of notification by the COR or COR's representative at the Main Base and country operating locations.

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(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

HL10. NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

HL11. AWARD FEE PLAN (05/95) MODIFIED (04/96)

(a) A Contractor Award Fee Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area, will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor 5 calendar days prior to the start of the first evaluation period.

(b) The Award Fee Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical (including Schedule) requirements, if appropriate; (2) management; and (3) cost functions selected for evaluation.

(c) The Award Fee Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 5 calendar days prior to the start of the evaluation period to which the change will apply.

HL12. SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been

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made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.13. SECURITY REQUIREMENTS (02/96)

- (a) A facility security clearance at the secret level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.
- (b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.
- (c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION BUILDING PASS."
- (d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification, FAR 52.204-2 "SECURITY REQUIREMENTS," DOSAR 652.204-70 "SECURITY REQUIREMENTS," and DOSAR 652.204-71 "SECURITY REQUIREMENTS-PERSONNEL," as applicable.
- (e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

H.14. SMOKE-FREE WORKPLACE NOTICE (05/95)

- (a) The Department of State has been designated a smoke-free workplace.
- (b) *Definitions.* "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

The Contractor shall not disclose any classified, restricted or sensitive information and data to others, including other organizational elements of the Contractor not directly involved in performance of this contract, without the prior written consent of the Contracting Officer.

H.19. CONTRACTOR GENERATED MATERIAL

All material generated by the Contractor under this contract, including printouts and analytical reports in whatever form, e.g., computer tapes, audio, video, is the property of the Government. An inventory list of all such material shall be provided to the Government not less than sixty (60) days prior to the end of the contract. The material shall be delivered to the Government upon completion of the contract except for any items of material for which the Government has elected in writing not to take delivery. No Contractor generated material shall be made available or sold to any requesting Government or private activity without the prior written approval of the Contracting Officer.

H.20. ADVERTISING AND MEDIA COMMUNICATION RELEASES

The Contractor shall not refer to this award in any public or private advertising without the prior written approval of the Contracting Officer. Media communication releases pertaining to any aspect of the award or performance thereunder, shall not be made without the prior written approval of the Contracting Officer.

H.21. WORK AT GOVERNMENT INSTALLATIONS

Employees of the Contractor performing any work under this contract at Government installations shall observe and comply with all prescribed and applicable rules, regulations, and established working hours of such installations unless authorized otherwise, in writing, by the cognizant directional authority (C.1.3, Directional Authority, and Sections C.3.3 through C.3.7, directional authorities for specific countries and locations.)

The Government reserves the right to grant or deny access to the facility (s) or any part thereof at which work is being performed under this contract because of the sensitive nature of the work.

H.22. COMPLIANCE WITH NATIONAL AND LOCAL HOST COUNTRY LAWS

The Contractor, including subcontractors, shall comply with all applicable national and local host country laws unless specifically authorized in writing to do otherwise by the Contracting Officer.

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(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

H.13 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder



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