

10.0 **Procedures and Guidelines**

Attachment 4 provides the listing of regulatory and procedural guidelines that the contractor shall follow in accomplishing the requirements of this contract.

11.0 **Installation-Provided Property**

11.1 **Equipment**

The Government will provide to the contractor all required property including facilities, office equipment such as desks, chairs, and work benches, and support services such as reproduction, taxi/bus service, janitorial services, security, fire protection, trash disposal, building maintenance, utilities, telephones, and such other institutional type services as may be required. Also, the Government has historically furnished ADP systems support for those functions utilizing such services as defined in the Performance Work Statement. The Government does not, however, provide ADP support for the contractor's administrative requirements such as accounting, payroll, personnel, and other management information systems.

The following equipment listing delineates equipment items, which have been historically provided to the contractor and the Government anticipates continuing to provide this equipment (for on-site effort only).

Item Name	ECN	Serial Number	Building	Room
Camera	1938036		4312	100
Camera, Digital Olympus Optical	1614894	12021779	4200	217
Camera, Sony	1615156		4312	109
Camera, Sony Digital	1631712	185013	4312	114B
Control Panel	1398453		4312	109
Dictaphone Machine	1284921	107732	4312	109
Display Unit	510245		4312	114D
Display Unit, CTX	503192		4312	109
Display Unit	501197		4312	114C
Display Unit	1900670		4312	109
Display Unit	502790		4312	107
Display Unit	500665		4312	100B
Display Unit	1896198		4312	114
Display Unit	1604535		4312	100
Display Unit	503190		4312	100
Display Unit	502791		4312	109
Display Unit	503184		4312	109
Display Unit	500402		4312	109
Display Unit	500156		4200	Lobby
Display Unit	500152		4213	109
Display Unit	503636		4312	100
Display Unit	1283345		4312	100
Display Unit	1286275		4312	114C
Display Unit	511754		4312	100

Display Unit (FSS), Digital Equipment Corp	1145536	TA04004394	4312	109
Display Unit (Relisys)	1536784	135TV02538	4312	100
Display Unit (Relisys)	1536787	135TV02543	4312	100
Display Unit, Compaq	510150		4200	217
Display Unit, Compaq	504161		4200	217
Display Unit, Dell	516025		4312	
Display Unit, Dell	516024		4312	
Display Unit, Dell	516023		4312	
Display Unit, MACS (Relisys)	1536783	135TV02537	4312	109
Display Unit, MACS (Relisys)	1536785	135TV02459	4312	109
Display Unit, Micron	1896085		4312	100
Display Unit, Micron	1938598	FA7650949	4312	100
Display Unit, Micron	1938597	FA7650955	4312	100
Display Unit, Radar Display, Kustom Quality	0732379	1036	4312	109
Fax Machine	1267795		4312	100
Hard Drive	504845		4312	114D
Hard Drive Dell	515571		4312	
Hard Drive, Compaq	504055		4200	217
Hard Drive, Compaq	504818		4200	217
Hard Drive, Compaq	503451		4312	109
Hard Drive, Computer	1896951		4312	114
Hard Drive, Computer	501506		4312	107
Hard Drive, Computer	511791		4312	100
Hard Drive, Computer	1604514		4312	100
Hard Drive, Computer	503714		4312	100
Hard Drive, Computer	500566		4312	109
Hard Drive, Computer	503449		4312	100
Hard Drive, Computer	501500		4312	114C
Hard Drive, Computer	1938544		4312	109
Hard Drive, Computer	503454		4312	100B
Hard Drive, Computer	500334		4312	109
Hard Drive, Computer	1895853		4312	100
Hard Drive, Computer, Compaq	500824		4312	109
Hard Drive, Computer, Compaq	500823		4200	Lobby
Hard Drive, Computer, Micron	1938549	12457370013	4312	100
Hard Drive, Dell	515569		4312	100
Hard Drive, Dell	515570		4312	100
Heater (Dayton)	1536372	2641400	4608	
Interface Unit	1899214		4312	100
Key Duplicating Machine	1282660	9209090	4312	114D
Kroy Letter Machine	0858431	N80633772	4312	100
Laptop, Toshiba	1959767	78887330A	4312	100A
Monitor, Video, Tatung	2010631	3VS911210173	4312	114A
Monitor, Video, Tatung	2010630	3VS911210128	4312	109
Monitor, Video, Tatung	2010628	3VS911210161	4312	109
Monitor, Video, Tatung	2010627	3VS911210178	4312	109

Monitor, Video, Tatung	2010632	3VS911210003	4312	109
Morse watchman clock (7601)	1534352		4312	114A
Morse watchman clock (7603)	1534348		4312	114A
Morse watchman clock (7604)	1534349		4312	114A
Morse watchman clock (7611)	1534347		4312	114A
Morse watchman clock (7611)	1534350		4312	114A
Morse watchman clock (7614)	1534353		4312	114A
Morse watchman clock (7618)	1534351		4312	114
Mulching Machine	0859688		4319	Yard
Pistol, Colt 38		615380	4312	114C
Pistol, Glock 40	1614579	CHZ164US	4312	114C
Pistol, S&W	0627862	C563504	4312	114C
Pistol, S&W 357	0490118	ADH7488	4312	114C
Pistol, S&W 357	0490119	ADH7657	4312	114C
Pistol, S&W 357	0490117	BES7137	4312	114C
Pistol, S&W 357	0490116	ADH7614	4312	114C
Pistol, S&W 357	0490115	ADH6929	4312	114C
Pistol, S&W 357	0490113	ADH7389	4312	114C
Pistol, S&W 357	0490112	ABH2230	4312	114C
Pistol, S&W 357	0490111	ADH7274	4312	114C
Pistol, S&W 357	9141	BES7128	4312	114A
Pistol, S&W 357	0490114	ADH7679	4312	114C
Pistol, S&W 357	0490120	ADH6806	4312	114C
Pistol, S&W 38	0783376	C581925	4312	114C
Pistol, S&W 9mm	0011390	TCR7141	4312	109
Pistol, S&W 9mm	0011408	TCW2262	4312	114C
Pistol, S&W 9mm	0024848	TVF2848	4312	109
Pistol, S&W 9mm	0024847	THH2337	4312	109
Pistol, S&W 9mm	0024838	TVD0417	4312	109
Pistol, S&W 9mm	1017052	TDC3597	4312	109
Pistol, S&W 9mm	0024842	THF1377	4312	114C
Pistol, S&W 9mm	1017075	TDK4099	4312	114C
Pistol, S&W 9mm	1017080	TEA0752	4312	114C
Pistol, S&W 9mm	0024844	TVF2687	4312	114C
Pistol, S&W 9mm	1017082	TEB7874	4312	114C
Pistol, S&W 9mm	1017066	TEA4474	4312	144C
Pistol, S&W 9mm	1017084	TED5016	4312	109
Pistol, S&W 9mm	1017076	TDK7558	4312	114C
Pistol, S&W 9mm	0024849	TVF2639	4312	109
Pistol, S&W 9mm	0011406	TCW0996	4312	109
Pistol, S&W 9mm	0024818	TVF2835	4312	109
Pistol, S&W 9mm	1017065	TEA0575	4312	109
Pistol, S&W 9mm	1017077	TDL4622	4312	114C
Pistol, S&W 9mm	0862491	TBE5320	4312	114C
Pistol, S&W 9mm	0024841	TVA8053	4312	114C
Pistol, S&W 9mm	1017081	TEA7730	4312	109
Pistol, S&W 9mm	0024845	TVA8671	4312	114C
Pistol, S&W 9mm	1017057	TDF6880	4312	114C
Pistol, S&W 9mm	1017062	TDK8855	4312	114C

Pistol, S&W 9mm	0011386	TCK7845	4312	114C
Pistol, S&W 9mm	0011385	TCA4820	4312	114C
Pistol, S&W 9mm	0011375	TDB7891	4312	114C
Pistol, S&W 9mm	0011374	TDB8153	4312	114C
Pistol, S&W 9mm	0011373	TDB6368	4312	114C
Pistol, S&W 9mm	0862499	TAY4234	4312	114C
Pistol, S&W 9mm	1017086	TEY6758	4312	109
Pistol, S&W 9mm	0024840	TVD0245	4312	109
Pistol, S&W 9mm	0862490	TBF3721	4312	114C
Pistol, S&W 9mm	0024843	THF2309	4312	114C
Pistol, S&W 9mm	0862492	TBF5456	4312	114C
Pistol, S&W 9mm	0862493	TBF3410	4312	109
Pistol, S&W 9mm	0862494	TBF3705	4312	114C
Pistol, S&W 9mm	0862496	TBF3561	4312	114C
Pistol, S&W 9mm	0862497	TBF3622	4312	114C
Pistol, S&W 9mm	0862498	TBF3533	4312	114C
Pistol, S&W 9mm	0862399	TAY4234	4312	114C
Pistol, S&W 9mm	0862501	TBF3503	4312	114C
Pistol, S&W 9mm	1017054	TDE1708	4312	114C
Pistol, S&W 9mm	1017059	TDJ5483	4312	109
Pistol, S&W 9mm	1017064	TDL5816	4312	109
Pistol, S&W 9mm	1017055	TDE3945	4312	109
Pistol, S&W 9mm	0024846	THD7424	4312	114C
Pistol, S&W 9mm	1017070	TEU9168	4312	109
Pistol, S&W 9mm	0011391	TCE6148	4312	114C
Pistol, S&W 9mm	1017085	TEV6667	4312	109
Pistol, S&W 9mm	1017061	TDK4225	4312	109
Pistol, S&W 9mm	1017078	TDL5762	4312	109
Pistol, S&W 9mm	1017083	TED5002	4312	109
Pistol, S&W 9mm	1017071	TEV6797	4312	109
Pistol, S&W 9mm	1017072	TDH5931	4312	109
Pistol, S&W 9mm	1017074	TDJ5595	4312	114C
Pistol, S&W 9mm	1017058	TDH6684	4312	109
Pistol, S&W 9mm	0013749	TCB6096	4312	114C
Pistol, S&W 9mm	1017069	TED5003	4312	109
Pistol, S&W 9mm	1017067	TEA7937	4312	109
Pistol, S&W 9mm	1017079	TDL7535	4312	109
Pistol, S&W 9mm	0011389	TCY3285	4312	114
Pistol, S&W 9mm	1017060	TDK1265	4312	109
Pistol, S&W 9mm	0011388	TCU4125	4312	114C
Pistol, S&W 9mm	0011405	TCZ5681	4312	109
Pistol, S&W 9mm	0024819	TVF2801	4312	109
Pistol, S&W 9mm	1017063	TDL4623	4312	109
Pistol, S&W 9mm	0011387	TCY6741	4312	114C
Pistol, S&W 9mm	0011407	TCZ5746	4312	109
Pistol, S&W 9mm	1017056	TDF4446	4312	109
Pistol, S&W 9mm	1017068	TEB8106	4312	109
Pistol, S&W 9mm	0011372	TDB6890	4312	114C
Pistol, S&W 9mm	0011371	TDB7894	4312	109
Pistol, S&W 9mm	0011376	TDB6389	4312	114C
Pistol, S&W 9mm	0011409	TCZ4510	4312	114C

Pistol, S&W 9mm	1017053	TDE0763	4312	109
Pistol, S&W 9mm	1017073	TDJ4433	4312	109
Pistol, S&W 9mm	1634574	TVD0396	4312	109
Printer	1288374		4312	114
Printer, LaserJet 5	1933374		4312	100
Printer, Badging	510263		4312	100
Printer, Badging Data Card	1961987	6549	4312	100
Printer, Badging, Data Card	0033427	11389	4312	100
Printer, Badging, Data Card	0010742	11389	4312	100
Printer, Badging, Fargo	511298	A0123030	4200	Lobby
Printer, Badging, Fargo	514456		4312	100
Printer, Color HP (4500N)	512589		4312	114B
Printer, Digital Eq. Corp (FSS)	1534413	TC85029A	4312	109
Radar Gun (Kustom Quality Electronics)	0732378	3463	4312	109
Radar Speed Dectector	0732377	1714	4312	109
Radio, Motorola	1268288	500ASS0007	4312	114C
Radio, Motorola	1269735	500ASS0031	4312	109
Radio, Motorola	1269744	500ASS0088	4312	109
Radio, Motorola	1269745	500ASS0090	4312	107
Radio, Motorola	1269752	500ASS0104	4312	114D
Radio, Motorola	1269754	500ASS0089	4312	114C
Radio, Motorola	1631882	500ASS0028	4312	109
Radio, Motorola	1269736	500ASS0038	4312	109
Radio, Motorola	1269750	500ASS0096	4312	114C
Radio, Motorola	1268278	500ASS0006	4312	109
Radio, Motorola	1268256	500ASY0006	4312	109
Radio, Motorola	1268253	500ASY0000	4312	109
Radio, Motorola	1268287	500ASS0025	4312	107
Radio, Motorola	1269747	500ASS0092	4312	109
Radio, Motorola	1933560	466AYA2952	4312	114B
Radio, Motorola	1268259	500ASY0003	4312	104
Radio, Motorola	1268257	500ASY0002	4312	107
Radio, Motorola	1631741	500ASS0094	4312	107
Radio, Motorola	1631874	500ASS0026	4312	109
Radio, Motorola	1631899	500ASS0045	4312	107
Radio, Motorola	0033484	500ASS0042	4312	109
Radio, Motorola	1615170	500ASS0039	4312	107
Radio, Motorola	1631913	500ASS0091	4312	109
Radio, Motorola	1893253	500ASS0044	4312	109
Radio, Motorola	1631898	500ASS0026	4312	109
Radio, Motorola	1898879	500ASS0013	4312	109
Radio, Motorola - Base	1268235	790SSP0571	4312	109
Radio, Motorola - Base	1268239	790SSP0566	4312	109
Radio, Motorola - Base	1631891	790SSP0569	4312	109
Recorder, Digital Video Sensormatic	2010623	145991800201	4312	109
Recorder, Digital Video Sensormatic	2010624	145991800191	4312	109
Recorder, Digital Video Sensormatic	2010625	145991800192	4312	114A
Recorder, Digital Video Sensormatic	2010621	145991800354	4312	109
Recorder, Digital Video Sensormatic	2010622	145991800211	4312	109

Scanner	503034		4312	114B
Signature Pad, Optical Reader (detagged)			4312	100
Television Monitor, Zenith	1079935		4608	
Television, Sony - Detagged	1938042		4312	114C
Television, Sony - Detagged			4312	112
Typewriter, IBM	0733509	6114790	4312	107
Typewriter, IBM	0676727	4630142	4312	100
VCR, Panasonic	1958612	D8IC93465	4608	
VCR, Phillips		19980335	4312	114B
Vicon Control VPS1300	1723162		4312	114B
Adding machine – Detagged		J500IBU-OAB8A- 090078	4312	114D
Adding Machine (Calculator)	0676724	6122159	4312	100A
Binoculars	0676710		4312	114C
Binoculars	0676709		4312	114C
Electric Slot Punch	2014884		4312	100
Electric Slot Punch			4200	Lobby
Printer LaserJet	1443898		4200	217
Printer, Epson	1013473		4312	114D
Printer, LaserJet III, HP	1146076	3033A06033	4312	106
Television	1938452		4312	100
Television, Sony	1938451		4312	104
Typewriter	0733516	6113980	4312	106
Typewriter, IBM	0733509	6114790	4312	106
Typewriter, IBM	0623061	6902725	4608	

12.0 Contractor-Provided Property

12.1 Supplies and Materials

The contractor shall be required to provide all supplies and materials, including personal items such as hard hats, safety shoes, safety glasses, and personalized tools and equipment normally required in performance of this contract.

12.2 Vehicles

The contractor shall provide all required vehicles. The necessity for mobility in all weather conditions and across diverse terrain shall be a consideration when electing the type of vehicle(s) to be provided. The Government does require that the contractor maintain the ability to move items such as stanchions, traffic cones, and other items. The Government will provide all required security equipment, e.g., emergency lights, spotlights, sirens, security markings, and communications equipment.

13.0 **IDIQ:**

The Contractor may be occasionally called upon to perform work that while defined in the PWS requires staffing above normal shift operations denoted in the PWS. An example is the uniform security officer support to protect Space Station facilities. This work is performed under the IDIQ portion of the contract and normally requires between 500 and 1,000 hours per month. For this requirement IDIQ effort is defined as security services that supports one specific event and is continuous in nature (e.g., providing a security officer to control access to a facility for 12 hours a day for 100 days, or 24 hours a day for 50 days). In both cases the first 480 hours will be considered as required under the basic fixed price portion of the contract while hours exceeding the 480 hours will be ordered under the IDIQ portion of the contract. Multiple events (e.g., PCH moves, VIP visits, etc.) that exceed 480 hours when combined will not be considered under the IDIQ portion of the contract but is considered part of the fixed price portion. Events that are not considered IDIQ are planned and unplanned activities that requires additional staffing (e.g, special events, emergency situations) and are short term in nature and less than 480 hours

DATA PROCUREMENT DOC.
NO. ISSUE
923 Basic

H-34723D

CONTRACT/RFP

EXHIBIT NUMBER

Attachment 2

ATTACHMENT NUMBER

**Security Services for the Marshall Space Flight
Center**

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Coastal International Security, Inc

CONTRACTOR

August 06, 2001

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration				DATA PROCUREMENT DOC.	
DOCUMENT CHANGE LOG				NO.	ISSUE
				923	Basic
INCORPORATED REVISIONS OUTSTANDING REVISIONS			AS OF:		SUPERSEDING: PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
PAGE REVISION LOG			NO.	ISSUE	
			923	Basic	
NOTE: The current revision is denoted by a vertical line in The outer margin adjacent to the affected text.		AS OF:	SUPERSEDING:		PAGE:
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS

MSFC - Form 3461-2 (Rev August 1970)

1.0 Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to MSFC in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) regulation or clause, the regulation will take precedence over the DPD, per FAR 52.215-8.

1.2 Data Requirements Descriptions (DRD's): Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements. For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
CD	Contractual Data
MA	Management
QE	Quality
SA	Safety

The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

<u>TYPE</u>	<u>DESCRIPTION</u>
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- 1 All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
- 2 MSFC reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. Data shall be submitted to the procuring activity for review not less than 45 calendar days prior to its release for use or implementation. The contractor shall clearly identify the release target date in the "submitted for review" transmittal. If the contractor has not been notified of any disapproval prior to the release target date, the data shall be considered approved. To be an acceptable delivery, disapproved data shall be revised to remove causes for the disapproval before its release.
- 3 These data shall be delivered by the contractor as required by the contract and do not require MSFC approval. However, to be a satisfactory delivery, the data must satisfy all applicable contractual requirements.

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

- 2.2 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating.
- 2.3 Distribution
- 2.3.1 Distribution of required documentation shall be specified in the "Distribution" statement (item 10) of each DRD. Recipient names and email addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer or Contracting Officer's Technical Representative.
- 2.3.2 Electronic submission of data deliverables is preferred. The preferred formats include Microsoft Word, Excel, PowerPoint, or Adobe Acrobat PDF as appropriate. The software versions shall be confirmed prior to submittals.
- 2.4 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
- 2.5 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to MSFC by the contractor and, if applicable, as approved by MSFC. This number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, will be marked "PRELIMINARY PENDING MSFC APPROVAL," and once approved shall be reissued with "APPROVED BY MSFC" and the date and approval authority annotated on the cover.
- 2.6 Reference to Other Documents in Data Submittals: All referenced documents shall be made readily available to the cognizant MSFC organization upon request. The contractor should make sure that the references are available to MSFC in a manner which does not incur delays in the use of the response document.
- 2.7 Maintenance of Type 1 Document Submittals: Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified. Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages.
- 3.0 DPD MAINTENANCE PROCEDURES
- 3.1 MSFC-Initiated Change: New and/or revised data requirements will be incorporated by contract modification to which the new or revised portion of the DPD will be appended.
- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to MSFC for approval.
- 3.3 DPD Change Procedures: Changes to a contractual issue of this DPD will be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change.

In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page will be deleted by the current revision.

- 3.4 DPD Reissues: When conditions warrant, the DPD will be reissued by MSFC and will supersede the existing DPD in its entirety. Reissues will be issued by contractual direction. All revision symbols (vertical lines and contractual direction control numbers) will be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which will commence with "A" and progress through "Z," will be entered in the DPD identification block of each DRD page of the DPD.

**SECURITY SERVICES FOR THE MARSHALL SPACE FLIGHT CENTER
DATA REQUIREMENTS LIST**

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD - Contract Data			
923CD-001	2	Security Plans for Major Applications and General Support Systems	AD33
923CD-002	3	On-Site Employee Location Listing	PS10
MA - Management			
923MA-001	3	Progress/Self-Assessment and Activity Reports	AD50
923MA-002	3	Reports of Investigation (ROL)	AD50
923MA-003	3	Report of Incident	AD50
923MA-004	3	Patrol Activity Report	AD50
923MA-005	2	Employee Reporting & Employee Termination Clearance	AD50
923MA-006	2	Standard Operating Procedures	AD50
923MA-007	2	Training Plan	AD50
QE - Quality			
923QE-001	1	Quality Control/Assurance Plan	AD50
SA - Safety			
923SA-001	2	On-site Safety and Health Plan	AD02/QS30/AD10
923SA-002	3	Mishap and Safety Statistics Reports	QS30

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-----------------|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923CD-001 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. TITLE: Security Plans for Major Applications and General Support Systems
7. DESCRIPTION/USE: To document risk assessment and safeguards for each Federal major application and general support system.
8. OPR: AD33 9. DM: AD50
10. DISTRIBUTION: AD33, AD50, PS31
11. INITIAL SUBMISSION: 45 days after contract award
12. SUBMISSION FREQUENCY: Revise as required by MPG 2810.1
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 1.0
15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE:** A security plan shall be prepared for each Federal major application and general support system utilized in the performance of the contract by contractor and subcontractor personnel. Each security plan will be based on an assessment of risks and document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality.
- 15.2 **APPLICABLE DOCUMENTS:**
 MPG 2810.1 *Security of Information Technology*
- 15.3 **CONTENTS:** Plan contents are defined in MPG 2810.1.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|---|
| <p>1. DPD NO.: 923 ISSUE: Basic</p> <p>3. DATA TYPE: 3</p> <p>6. TITLE: On-Site Employee Location Listing</p> <p>7. DESCRIPTION/USE: To assist NASA in conducting contractor floor checks.</p> <p>8. OPR: PS31 9. DM: AD50</p> <p>10. DISTRIBUTION: PS31, AD50</p> <p>11. INITIAL SUBMISSION: Fifteenth of month following first month of operation after Authority to Proceed (ATP)</p> <p>12. SUBMISSION FREQUENCY: Update quarterly. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.</p> <p>13. REMARKS: Reference is made to FAR 52.215-2, <i>Federal Acquisition Regulation</i> Clause: Audit - Negotiation.</p> <p>14. INTERRELATIONSHIP: PWS paragraph 2.5</p> <p>15. DATA PREPARATION INFORMATION:</p> <p>15.1 <u>SCOPE</u>: The On-Site Employee Location Listing shall provide NASA with a list of all on-site contractor employees working under this contract and their designated locations.</p> <p>15.2 <u>APPLICABLE DOCUMENTS</u>: None</p> <p>15.3 <u>CONTENTS</u>: The list shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).</p> <p>15.4 <u>FORMAT</u>: Contractor format is acceptable.</p> <p>15.5 <u>MAINTENANCE</u>: None required</p> | <p>2. DRD NO.: 923CD-002</p> <p>4. DATE REVISED:</p> <p>5. PAGE: 1/1</p> |
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DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-----------------|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923MA-001 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. TITLE: Progress/Self-Assessment and Activity Reports
7. DESCRIPTION/USE: To provide NASA with visibility of contract performance and accomplishment compared with planned activities.
8. OPR: PS31 9. DM: AD50
10. DISTRIBUTION: PS31, AD50
11. INITIAL SUBMISSION: Monthly Progress/Self Assessment Report: Fifteenth of month following the first month of operation. Weekly Activity Report: Tuesday following completion of first four weeks of contract operation.
12. SUBMISSION FREQUENCY: Monthly Progress/Self Assessment Report: Due 15 days after the end of each month; Weekly Activity Report: Weekly; each Tuesday.
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.4, 7.2.11
15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Progress/Self-Assessment and Activity Reports shall provide NASA with visibility of contract performance and accomplishment compared with planned activities.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 CONTENTS:
- a. The Monthly Progress/Self Assessment Report shall include:
 1. Actual and potential problems and progress toward meeting contract requirements.
 2. Discussions of problems including proposed recovery plans and actions to be taken.
 3. Discussions of progress keyed to overall contract objectives.
 4. Discussions of work schedules and actual work performance against the plan and any anticipated impacts.
 5. Data points as reflected in the workload indicators.
 6. Additional data including total extra board hours and total overtime hours utilized.
 7. Supply items purchased.
 - b. The Weekly Activity Report shall include information on the weekly badge checks and the past weeks activities.
- 15.4 FORMAT: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 923 ISSUE: Basic
2. DRD NO.: **923MA-002**
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Reports of Investigation (ROI)
7. DESCRIPTION/USE: To document all circumstances surrounding security matters, criminal incidents, motor vehicle accidents, suspicious activities, and related situations.
8. OPR: AD50 9. DM: AD50
10. DISTRIBUTION: AD50
11. INITIAL SUBMISSION: As required; Preliminary ROI due by start of next workday following day incident is reported
12. SUBMISSION FREQUENCY: As required; Complete ROI to follow up preliminary due upon completion of investigation
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 7.2.8e
15. DATA PREPARATION INFORMATION:
 - 15.1 **SCOPE:** Reports of Investigation provide specific details, including statements, diagrams, photographs, and drawings pertinent to significant security matters.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:** The ROI shall include a complete detailed report with supporting documents, statements, diagrams, and photographs, as appropriate.
 - 15.4 **FORMAT:** Contractor format shall be coordinated with Protective Services Department prior to use.
 - 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 923 ISSUE: Basic
2. DRD NO.: **923MA-003**
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Report of Incident
7. DESCRIPTION/USE: To document security incidents and report factual data pertinent to same.
8. OPR: AD50 9. DM: AD50
10. DISTRIBUTION: AD50, electronic copy
11. INITIAL SUBMISSION: As required after Authority to Proceed (ATP)
12. SUBMISSION FREQUENCY: Daily, as occurring
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 7.2.8e
15. DATA PREPARATION INFORMATION:
 - 15.1 SCOPE: Reports of Incident provide specific details, including statements, diagrams, photographs, and drawings pertinent to significant security incidents.
 - 15.2 APPLICABLE DOCUMENTS: None
 - 15.3 CONTENTS: The contractor shall include a complete detailed report including statements, diagrams, and photographs, as appropriate.
 - 15.4 FORMAT: Contractor format is acceptable.
 - 15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 923 ISSUE: Basic
2. DRD NO.: **923MA-004**
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Patrol Activity Report
7. DESCRIPTION/USE: To Identify after-hour security activities.
8. OPR: AD50 9. DM: AD50
10. DISTRIBUTION: AD50
11. INITIAL SUBMISSION: Daily after Authority to Proceed (ATP)
12. SUBMISSION FREQUENCY: Daily
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 7.2.2
15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Patrol Activity Report shall show review by management providing reasons for missing stations and unusual time periods between station checks.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 CONTENTS: The contractor shall submit a printout of the Tour System Patrol Activity Report, with management review comments.
- 15.4 FORMAT: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-----------------|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923MA-005 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. TITLE: Employee Reporting and Employee Termination Clearance
7. DESCRIPTION/USE: To provide MSFC Protective Services Department with a listing of current employees under contract.
8. OPR: AD50 9. DM: AD50
10. DISTRIBUTION: AD50, PS31
11. INITIAL SUBMISSION: Within 30 days after Authority to Proceed (ATP)
12. SUBMISSION FREQUENCY: Each July 1
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.5
15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE:** This plan establishes the requirement of all contractors on-site to provide the MSFC Protective Services Department with a listing of current employees and completion of Form 383-1 upon termination of employment.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The annual plan shall include a listing of current employees possessing MSFC issued picture badges.
- 15.4 **FORMAT:** As agreed by the COTR and Form 383-1 as appropriate.
- 15.5 **MAINTENANCE:** As required, but at least each July 1.

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-----------------|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923MA-006 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. TITLE: Standard Operating Procedures
7. DESCRIPTION/USE: To provide NASA with duties and responsibilities of security force, dispatchers and Identification and Registration (I&R) personnel.
8. OPR: AD50 9. DM: AD50
10. DISTRIBUTION: AD50, PS31
11. INITIAL SUBMISSION: 60 days after Authority to Proceed (ATP)
12. SUBMISSION FREQUENCY: Update as required as duties and responsibility change
13. REMARKS: Operating Procedures shall be forwarded to the Manager, Protective Services Department for approval.
14. INTERRELATIONSHIP: PWS paragraph 4.7
15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The procedures shall address Post Orders, Identification and Registration (I&R), and Protective Service Control Center (PSCC).
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 CONTENTS: The procedures shall address actual duties, responsibilities, and special instructions specific to a particular post, patrol, or event.
- 15.4 FORMAT: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

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|---|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923MA-007 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
| 6. TITLE: Training Plan | | |
| 7. DESCRIPTION/USE: To provide a training plan for Identification and Registration (I&R) personnel, security officers, shift supervisors, and dispatchers. | | |
| 8. OPR: AD50 | 9. DM: AD50 | |
| 10. DISTRIBUTION: AD50, PS31 | | |
| 11. INITIAL SUBMISSION: Preliminary with proposal; baselined 30 days after Authority to Proceed (ATP) | | |
| 12. SUBMISSION FREQUENCY: Update as required | | |
| 13. REMARKS: | | |
| 14. INTERRELATIONSHIP: PWS paragraph 7.2.13 | | |
| 15. DATA PREPARATION INFORMATION: | | |
| 15.1 <u>SCOPE</u> : The training plan shall include subject, number of hours per subject, certifications, audience (e.g. I&R Clerks, dispatchers), objectives, and method of instruction. | | |
| 15.2 <u>APPLICABLE DOCUMENTS</u> : None | | |
| 15.3 <u>CONTENTS</u> : The training plan shall include the contractor's basic concept for training of all personnel. | | |
| 15.4 <u>FORMAT</u> : Contractor format is acceptable. | | |
| 15.5 <u>MAINTENANCE</u> : Changes shall be incorporated by change page or complete reissue. | | |

DATA REQUIREMENTS DESCRIPTION (DRD)

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|--|---|
| <p>1. DPD NO.: 923 ISSUE: Basic</p> <p>3. DATA TYPE: 1</p> <p>6. TITLE: Quality Control/Assurance Plan</p> <p>7. DESCRIPTION/USE: To define the contractor's planned methods for accomplishing the applicable tasks required to satisfy the quality control/assurance plan requirements of this contract.</p> <p>8. OPR: AD50 9. DM: AD50</p> <p>10. DISTRIBUTION: AD50, PS31</p> <p>11. INITIAL SUBMISSION: Preliminary with proposal</p> <p>12. SUBMISSION FREQUENCY: Baseline 30 days following Authority to Proceed (ATP); update as required</p> <p>13. REMARKS:</p> <p>14. INTERRELATIONSHIP: PWS paragraph 3.1</p> <p>15. DATA PREPARATION INFORMATION:</p> <p>15.1 <u>SCOPE</u>: The Quality Control/Assurance Plan shall describe the objectives, implementing policies and procedures, and control systems utilized.</p> <p>15.2 <u>APPLICABLE DOCUMENTS</u>: None</p> <p>15.3 <u>CONTENTS</u>: The Quality Control/Assurance Plan shall include:</p> <ul style="list-style-type: none"> a. Inspection system covering all services required by this contract. b. Areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection. c. Methods for identifying, correcting and preventing defects in the quality of service performed before the level of performance becomes unacceptable. d. Method of documenting and enforcing quality/assurance operations. <p>15.4 <u>FORMAT</u>: Contractor format is acceptable.</p> <p>15.5 <u>MAINTENANCE</u>: Changes shall be incorporated by change page or complete reissue.</p> | <p>2. DRD NO.: 923QE-001</p> <p>4. DATE REVISED:</p> <p>5. PAGE: 1/1</p> |
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DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 923 ISSUE: Basic 2. DRD NO.: **923SA-001**
3. DATA TYPE: 2 4. DATE REVISED:
5. PAGE: 1/3
6. TITLE: On-site Safety and Health Plan
7. DESCRIPTION/USE: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program.
8. OPR: AD02/QS30/AD10 9. DM: AD50
10. DISTRIBUTION: AD02, QS10, AD10, AD50, PS31
11. INITIAL SUBMISSION: Preliminary with proposal
12. SUBMISSION FREQUENCY: Ten days after Authority to Proceed (ATP); update as required
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.6, NFS 1852.223-70, *Safety and Health*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*
15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The On-site Safety and Health Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.
- 15.2 APPLICABLE DOCUMENTS: Implementation of the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan.

29 CFR 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry (if applicable to scope of this contract)</i>
40 CFR	<i>Protection of the Environment</i>
ANSI Standards applicable to the scope of this contract	
<i>ASME Boiler and Pressure Vessel Code</i>	
MPG 8870.1	<i>MSFC Environmental Management Program</i>
MPG 1040.3	<i>MSFC Emergency Plan</i>
MPG 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPG 1840.1	<i>MSFC Confined Space Entries</i>
MPD 1860.2	<i>Radiation Safety Program</i>
MPG 1810.1	<i>MSFC Occupational Medicine</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPD 1840.2	<i>MSFC Hearing Conservation Program</i>
MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPG 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPG 1800.1	<i>Bloodborne Pathogens</i>
MPG 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>

DRD Continuation Sheet

TITLE: On-site Safety and Health Plan

DRD NO.: 923SA-001

DATA TYPE: 2

PAGE: 2/3

15. DATA PREPARATION INFORMATION (CONTINUED):

MPD 8900.1 *Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)

NFPA Standards *National Fire Codes*

NPG 8715.3 *NASA Safety Manual*

NASA-STD-8719.11 *Safety Standard for Fire Protection*

- 15.3 **CONTENTS:** The plan shall describe the manner in which the contractor shall implement the intent of the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed. The plan shall define the safety, health, and environmental program, objectives and goals, management structure, and detailed description of the total safety program including responsibilities, procedures, reporting, training, compliance methodologies, and interface and coordination activities. The On-site Safety and Health Plan shall include:
- a. Statement of management policy, commitment, and accountability to provide for the safety and health of personnel (i.e., employees, customers, and public) and property and compliance with EPA, OSHA and NASA requirements.
 - b. Provision for top-level management monthly safety and health committee meetings.
 - c. Descriptions of safety and health awareness and motivation programs, including documented safety meeting requirements, and documented safety awareness training for employees. (Safety meeting statistics documented in the Supervisors Safety Web Page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
 - d. Methods of hazard identification and control, e.g., hazard analysis and risk assessment.
 - e. Methods to include clear statements of hazardous situations and necessary cautions in appropriate detail plans, procedures, and other working documents.
 - f. Means for training each employee to recognize hazards and avoid accidents, and assuring each employee has a clear understanding of the disciplinary program.
 - g. Provisions for training and certification of personnel performing potentially hazardous operations. Job categories under the contracted effort that require certification shall be identified.
 - h. Descriptions of OSHA programs that require documented plans (e.g., Personnel Protective Equipment (PPE), Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC plans.) (Note: only programs applicable to the contract need to be addressed.)
 - i. Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste.
 - j. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: on-site contractors may use MPG 1040.3.)
 - k. Method of reporting and investigating all mishaps and close calls, including an outline of reporting requirements and a description of how root cause analysis is to be accomplished.
 - l. Provisions for safety, health, and environmental services such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication.
 - m. Requirements for formal safety inspections and correction of deficiencies.
 - n. Requirements for documented safety visits (e.g., one per month per supervisor) documented in the Supervisors Safety Web Page.
 - o. Means of program evaluation, identifying duties, methods and frequency for internal evaluation of the safety and health program, and identification of personnel who perform evaluations and to whom evaluations are reported and who approves corrective action.
 - p. Schedules of the frequency and documentation requirements for inspections, plan and procedure reviews, and certifications.
 - q. Provision for suspending work where safety or environmental conditions warrant such action.

- r. Flowdown of safety responsibilities between appropriate tiers (i.e., subcontractors).

DRD Continuation Sheet

TITLE: On-site Safety and Health Plan

DRD NO.: 923SA-001

DATA TYPE: 2

PAGE: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

- s. Identification of employees (by type, classification, and qualification) responsible for the implementation of the above elements.
- t. Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing green procurements; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT:** Contractor format is acceptable.

15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-----------------|--------------|------------------------------|
| 1. DPD NO.: 923 | ISSUE: Basic | 2. DRD NO.: 923SA-002 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/2 |
6. TITLE: Mishap and Safety Statistics Reports
7. DESCRIPTION/USE: To provide reporting of mishaps and related information required to produce metrics for MSFC.
8. OPR: QS30 9. DM: AD50
10. DISTRIBUTION: QS30, AD50, PS31
11. INITIAL SUBMISSION:
- a. Type A or B mishaps: Initial notification shall be by telephone immediately. MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) shall be submitted within 4 hours of knowledge of Type A and B mishaps.
 - b. Type C, Incident, and Close Call mishaps: Initial notification shall be by MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of mishaps that have the potential for lost-time; damage exceeding \$25,000; impacting critical project/program schedule; or gaining public attention in accordance with MWI 8621.1.
 - c. A follow-up mishap report shall be submitted using NASA Form 1627 within 10 days of mishap in accordance with MWI 8621.1.
 - d. MSFC Form 4371 listing the baseline information (e.g., contract number, subcontractors, SIC codes, number of employees, number of supervisors, etc.) shall be submitted by the 10th of each month following contract award.
 - e. Mishap Board Report: After completion of Type A or B mishap investigation.
12. SUBMISSION FREQUENCY:
- a. MSFC Form 4370 - Each occurrence of a mishap.
 - b. NASA Form 1627 - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
 - c. MSFC Form 4371 - By the 10th of each month.
 - d. Mishap Board Report - Each occurrence of a Type A or B mishap.
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.7
15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE:** The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPG 8621.1.
- 15.2 **APPLICABLE DOCUMENTS**
- | | |
|------------|--|
| NPG 8621.1 | <i>NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping</i> |
| MWI 8621.1 | <i>Close Call and Mishap Reporting and Investigation Program</i> |

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: **923SA-002**

DATA TYPE: 3

PAGE: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**
- 15.3 **CONTENTS:** The reports shall contain the information required by NPG 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.
- 15.4 **FORMAT:** The following formats shall be submitted:
- a. MSFC Form 4370, "MSFC Flash Mishap Report."
 - b. NASA Form 1627, "NASA Mishap Report."
 - c. MSFC Form 4371, "MSFC Contractor Safety Statistics."
 - d. Mishap Board Report using the format provided in NPG 8621.1.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

SERVICE CONTRACT ACT WAGE DETERMINATION NOTICE:

Attached are Service Contract Act, U.S. Department of Labor, Wage Determination numbers 94-2007 (Revision 20) dated May 24, 2001 and 75-0047 (Rev 23 dated October 2, 2000, and the Collective Bargaining Agreement between the International Guards Union of America, Local 33 and Omni-Cube, LLC dated April 21 2000 which are applicable to this solicitation and resulting contract.

Should there be revisions or changes to these wage determinations an equitable adjustment will be made based only on the differences (increases/decreases) in wage rates and fringe benefit requirements outlines in those wage determinations.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By Direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Original signed by:
William W. Gross Division of
Director Wage determinations

Wage Determination No.: 75-0047
Revision No.: 23
Date of Last Revision: 10/02/2000

State: Alabama

Area: Alabama County of Madison

Employed on NASA contracts for guard services at Marshall Space Flight Center.

Collective Bargaining Agreement between Omni-Cube, LLC and International Union of America, Local No. 33, effective April 21, 2000 through August 31, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

NOTICE: This wage determination is applicable to all other contract job classification **NOT** covered by Service Contract Act 4(c) Wage Determination No. 1975-0047 (Revision 23), dated 10/22/2000.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2007
Revision No.: 21
Date Of Last Revision: 05/31/2001

States: Alabama, Tennessee

Area: **Alabama** Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.62
Accounting Clerk II	9.17
Accounting Clerk III	11.66
Accounting Clerk IV	14.58
Court Reporter	12.65
Dispatcher, Motor Vehicle	12.65
Document Preparation Clerk	10.59
Duplicating Machine Operator	10.59
Film/Tape Librarian	9.32
General Clerk I	8.22
General Clerk II	9.27
General Clerk III	9.91
General Clerk IV	11.59
Housing Referral Assistant	15.11
Key Entry Operator I	8.89
Key Entry Operator II	10.59
Messenger (Courier)	7.39
Order Clerk I	8.89
Order Clerk II	12.07
Personnel Assistant (Employment) I	7.97
Personnel Assistant (Employment) II	10.51
Personnel Assistant (Employment) III	11.75
Personnel Assistant (Employment) IV	11.94
Production Control Clerk	15.11
Rental Clerk	10.72
Scheduler, Maintenance	10.72
Secretary I	10.72
Secretary II	12.65
Secretary III	15.11
Secretary IV	18.39
Secretary V	20.42
Service Order Dispatcher	10.72
Stenographer I	12.52
Stenographer II	14.19
Supply Technician	18.39
Survey Worker (Interviewer)	12.65
Switchboard Operator-Receptionist	8.37

NASA Order. H-34723D
Attachment 3

Test Examiner	12.65
Test Proctor	12.65
Travel Clerk I	7.92
Travel Clerk II	8.39
Travel Clerk III	8.95
Word Processor I	10.18
Word Processor II	11.43
Word Processor III	12.78

Automatic Data Processing Occupations

Computer Data Librarian	9.81
Computer Operator I	11.28
Computer Operator II	12.59
Computer Operator III	15.95
Computer Operator IV	16.64
Computer Operator V	18.43
Computer Programmer I (1)	15.71
Computer Programmer II (1)	18.50
Computer Programmer III (1)	22.07
Computer Programmer IV (1)	26.70
Computer Systems Analyst I (1)	22.30
Computer Systems Analyst II (1)	24.98
Computer Systems Analyst III (1)	30.46
Peripheral Equipment Operator	11.28

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.98
Automotive Glass Installer	14.56
Automotive Worker	14.56
Electrician, Automotive	15.28
Mobile Equipment Servicer	13.20
Motor Equipment Metal Mechanic	15.98
Motor Equipment Metal Worker	14.56
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.52
Motor Vehicle Upholstery Worker	13.90
Motor Vehicle Wrecker	14.56
Painter, Automotive	15.28
Radiator Repair Specialist	14.56
Tire Repairer	12.75
Transmission Repair Specialist	15.98

Food Preparation and Service Occupations

Baker	8.69
Cook I	7.87
Cook II	8.85
Dishwasher	6.95
Food Service Worker	6.95
Meat Cutter	9.99
Waiter/Waitress	6.82

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	17.56
Furniture Handler	13.94
Furniture Refinisher	17.56
Furniture Refinisher Helper	14.41

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Furniture Repairer, Minor	15.98
Upholsterer	17.56

General Services and Support Occupations

Cleaner, Vehicles	7.42
Elevator Operator	7.22
Gardener	8.89
House Keeping Aid I	6.39
House Keeping Aid II	7.72
Janitor	7.22
Laborer, Grounds Maintenance	7.34
Maid or Houseman	5.94
Pest Controller	8.14
Refuse Collector	7.34
Tractor Operator	8.86
Window Cleaner	7.38

Health Occupations

Dental Assistant	10.98
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.98
Licensed Practical Nurse I	10.05
Licensed Practical Nurse II	11.28
Licensed Practical Nurse III	12.63
Medical Assistant	9.81
Medical Laboratory Technician	11.28
Medical Record Clerk	11.28
Medical Record Technician	13.60
Nursing Assistant I	7.75
Nursing Assistant II	8.71
Nursing Assistant III	9.50
Nursing Assistant IV	10.66
Pharmacy Technician	12.24
Phlebotomist	11.28
Registered Nurse I	14.90
Registered Nurse II	18.23
Registered Nurse II, Specialist	18.23
Registered Nurse III	22.05
Registered Nurse III, Anesthetist	22.05
Registered Nurse IV	26.43

Information and Arts Occupations

Audiovisual Librarian	18.39
Exhibits Specialist I	15.53
Exhibits Specialist II	20.75
Exhibits Specialist III	23.00
Illustrator I	15.53
Illustrator II	20.75
Illustrator III	23.00
Librarian	19.27
Library Technician	12.42
Photographer I	13.01
Photographer II	15.02
Photographer III	17.99
Photographer IV	22.00
Photographer V	26.70

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	7.29
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90
Presser, Machine, Drycleaning	6.90
Presser, Machine, Shirts	6.90
Presser, Machine, Wearing Apparel, Laundry	7.28
Sewing Machine Operator	7.64
Tailor	8.36
Washer, Machine	7.42

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	17.56
Tool and Die Maker	21.41

Material Handling and Packing Occupations

Forklift Operator	14.01
Fuel Distribution System Operator	16.43
Material Coordinator	15.73
Material Expediter	15.73
Material Handling Laborer	9.58
Order Filler	10.87
Production Line Worker (Food Processing)	10.51
Shipping Packer	10.51
Shipping/Receiving Clerk	10.51
Stock Clerk (Shelf Stocker; Store Worker II)	11.74
Store Worker I	8.83
Tools and Parts Attendant	12.44
Warehouse Specialist	10.51

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	18.38
Aircraft Mechanic Helper	14.41
Aircraft Quality Control Inspector	20.21
Aircraft Servicer	15.98
Aircraft Worker	16.75
Appliance Mechanic	17.56
Bicycle Repairer	14.66
Cable Splicer	18.38
Carpenter, Maintenance	17.56
Carpet Layer	16.75
Electrician, Maintenance	20.61
Electronics Technician, Maintenance I	12.89
Electronics Technician, Maintenance II	22.22
Electronics Technician, Maintenance III	23.15
Fabric Worker	15.98
Fire Alarm System Mechanic	18.38
Fire Extinguisher Repairer	15.72
Fuel Distribution System Mechanic	18.38
General Maintenance Worker	16.43
Heating, Refrigeration and Air Conditioning Mechanic	18.38
Heavy Equipment Mechanic	18.38
Heavy Equipment Operator	17.87

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Instrument Mechanic	18.38
Laborer	8.38
Locksmith	17.56
Machinery Maintenance Mechanic	20.72
Machinist, Maintenance	16.92
Maintenance Trades Helper	14.41
Millwright	18.38
Office Appliance Repairer	17.56
Painter, Aircraft	17.56
Painter, Maintenance	17.56
Pipefitter, Maintenance	18.38
Plumber, Maintenance	17.56
Pneudraulic Systems Mechanic	18.38
Rigger	18.38
Scale Mechanic	16.75
Sheet-Metal Worker, Maintenance	18.38
Small Engine Mechanic	16.75
Telecommunication Mechanic I	18.38
Telecommunication Mechanic II	20.21
Telephone Lineman	18.38
Welder, Combination, Maintenance	18.38
Well Driller	18.38
Woodcraft Worker	18.38
Woodworker	16.43
Miscellaneous Occupations	
Animal Caretaker	7.08
Carnival Equipment Operator	7.70
Carnival Equipment Repairer	8.09
Carnival Worker	6.38
Cashier	6.47
Desk Clerk	6.90
Embalmer	16.64
Lifeguard	8.87
Mortician	16.64
Park Attendant (Aide)	8.88
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.71
Recreation Specialist	11.14
Recycling Worker	8.74
Sales Clerk	7.71
School Crossing Guard (Crosswalk Attendant)	6.38
Sport Official	7.71
Survey Party Chief (Chief of Party)	10.53
Surveying Aide	6.48
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.88
Swimming Pool Operator	8.71
Vending Machine Attendant	7.60
Vending Machine Repairer	8.71
Vending Machine Repairer Helper	7.60
Personal Needs Occupations	
Child Care Attendant	6.95
Child Care Center Clerk	8.68
Chore Aid	5.93
Homemaker	9.57

Plant and System Operation Occupations

Boiler Tender	18.86
Sewage Plant Operator	17.56
Stationary Engineer	18.86
Ventilation Equipment Tender	14.41
Water Treatment Plant Operator	17.56

Protective Service Occupations

Alarm Monitor	11.60
Corrections Officer	10.88
Court Security Officer	10.88
Detention Officer	10.88
Firefighter	9.62
Guard I	7.59
Guard II	10.53
Police Officer	15.64

Stevedoring/Longshoremen Occupations

Blocker and Bracer	12.20
Hatch Tender	12.20
Line Handler	12.20
Stevedore I	11.66
Stevedore II	12.79

Technical Occupations

Air Traffic Control Specialist, Center (2)	27.11
Air Traffic Control Specialist, Station (2)	18.69
Air Traffic Control Specialist, Terminal (2)	20.58
Archeological Technician I	14.96
Archeological Technician II	16.74
Archeological Technician III	20.75
Cartographic Technician	20.75
Civil Engineering Technician	20.75
Computer Based Training (CBT) Specialist/ Instructor	22.30
Drafter I	13.34
Drafter II	14.96
Drafter III	16.94
Drafter IV	20.75
Engineering Technician I	11.95
Engineering Technician II	14.85
Engineering Technician III	17.84
Engineering Technician IV	24.62
Engineering Technician V	28.73
Engineering Technician VI	34.74
Environmental Technician	15.89
Flight Simulator/Instructor (Pilot)	23.60
Graphic Artist	19.39
Instructor	17.23
Laboratory Technician	13.87
Mathematical Technician	18.79
Paralegal/Legal Assistant I	11.82
Paralegal/Legal Assistant II	17.18
Paralegal/Legal Assistant III	20.96
Paralegal/Legal Assistant IV	25.37
Photooptics Technician	19.16

Technical Writer	23.07
Unexploded (UXO) Safety Escort	19.14
Unexploded (UXO) Sweep Personnel	19.14
Unexploded Ordnance (UXO) Technician I	19.14
Unexploded Ordnance (UXO) Technician II	23.15
Unexploded Ordnance (UXO) Technician III	27.74
Weather Observer, Combined Upper Air and Surface Programs (3)	15.95
Weather Observer, Senior (3)	16.30
Weather Observer, Upper Air (3)	15.95

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	11.02
Parking and Lot Attendant	7.11
Shuttle Bus Driver	10.41
Taxi Driver	8.62
Truckdriver, Heavy Truck	12.79
Truckdriver, Light Truck	10.41
Truckdriver, Medium Truck	11.79
Truckdriver, Tractor-Trailer	13.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6 pm and 6 am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

***** HAZARDOUS PAY DIFFERENTIAL *****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder, and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

***** NOTES APPLYING TO THIS WAGE DETERMINATION *****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AGREEMENT

BETWEEN

OMNI-CUBE, L.L.C.

AND

INTERNATIONAL GUARDS UNION OF AMERICA

LOCAL NO. 33

EFFECTIVE APRIL 21, 2000 - AUGUST 31, 2003

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ARTICLE 1

PURPOSE OF CONTRACT

The purpose of this contract is to set for the complete agreement between OMNI-CUBE, L.L.C. ("Company") and International Guards Union of America, Local No. 33 ("Union") as to rates of pay, hours of work, and other working conditions of employment to be observed by these parties except as it may be amended hereafter by written mutual agreement of the parties. This agreement does not include recognition of past practices that the bargaining unit has engaged in with predecessor contractors. This agreement is based upon the language that is contained herein.

ARTICLE 2

RECOGNITION

SECTION 2.1. Union Recognition

- (a) The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other working conditions of employment for all Security Officers and Dispatchers employed by the Company in the Security Department at Marshall Space Flight Center, Huntsville, Alabama, in accordance with Company's contract with the Marshall Space Flight Center to provide security services and excluding all other employees such as clerical, professional, and supervisory.

SECTION 2.2. Definition of Employees

- (a) The term employee, as used herein, will mean any person as referred to in Section 2.1 above represented by the Union employed by the Company at the Marshall Space Flight Center, Huntsville, Alabama.
- (b) There are three (3) classifications of Employees:
 - 1. Full Time Employee: An employee hired to fill a permanent position.
 - 2. Full Time Extra Board Employee: An employee hired for the Extra Board who is working full time as a replacement during the absence of a full time

3. employee or working full time in a position that is not permanent.
4. Extra Board Employee: An employee hired and is on call to work during the absence of a Full Time Employee, Full Time Extra Board Employee or to meet operational requirements of less than forty (40) hours per week.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.1. Retention and Vesting of Rights

Except as expressly modified or excluded by a specific provision set out and included in this collectively bargained Agreement, all statutory and inherent managerial rights are retained and vested exclusively in the Company, including, but not limited to the right, in its sole and exclusive judgment and discretion to: determine the qualifications and duties for employees; hire; determine the number, location, and types of posts; direct the workforce and manage the business; assign work and work locations; discontinue any posts temporarily or permanently; assign, promote, demote, layoff, recall, and transfer employees; discipline, suspend and/or discharge employees for just cause; remove employees from duty because of lack of work or for other legitimate reasons; maintain order, efficiency and capability of employees in operations; determine the composition and number of shifts and the starting and ending times of each shift; introduce any new or improved methods or facilities; make and amend reasonable rules and regulations; and select individuals in its sole discretion for promotion to supervisory/managerial positions.

SECTION 3.2. Non-exclusivity

The above rights of management are not inclusive of all manners or rights which belong to management. Any other rights, powers, or authority the Company had prior to signing this Agreement are retained by the Company, except those which violate express provisions of this Agreement.

ARTICLE 4

ANTI-DISCRIMINATION

SECTION 4.1. Non Discrimination Based on Union Membership

There shall be no discrimination, interference, or coercion against any employee because of membership or non-membership in the Union by the Company, and the Union likewise agrees that there shall be no discrimination, interference, intimidation, or coercion against any employee by the Union or any of its agents or members due to membership or non-membership in the Union.

SECTION 4.2. Non Discrimination Based on Executive Order 11246

- (a) There shall be no discrimination against any employee because of race, color, age, sex, religion, disability, or national origin.
- (b) The Company and the Union recognize their respective responsibility as anticipated by the Presidential Executive Order No. 11246, and amended, and their responsibility under federal, state, and local laws relating to fair employment practices and agree to conform fully to all applicable laws and executive orders.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1. Union Representation for Grievances

The Company agrees to recognize one (1) properly certified Union Steward from each shift, the Union Business Agent and/or the Union President for the purpose of representing employees in the grievance procedure. The Union shall notify the Company in writing of any changes of these personnel.

SECTION 5.2. Discussion

- (a) An employee may discuss with his/her shift supervisor any question or problem that the employee may have concerning Company Policies and Procedures.
- (b) If the question or problem is an alleged violation of the collective bargaining agreement, then the employee will follow the provisions of step one (1) of the

grievance procedure. Any alleged violation of the collective bargaining agreement that is not taken up with the supervisor within ten (10) working days of the incident or occurrence giving rise to the grievance will not be subject to the grievance procedure.

SECTION 5.3. Grievance Procedure

- (a) Any grievance arising under the terms of this contract, or an alleged violation thereof, shall be handled in the following manner:

Step 1 Any employee who has a question or problem concerning an alleged violation of the collective bargaining agreement shall discuss the matter with the shift steward. If the Union believes that the collective bargaining agreement may have been violated, the grievance shall be reduced to writing, on an approved grievance form, stating the Article and Section in question and settlement desired. The employee(s) allegedly aggrieved must be identified on the grievance when relief requested includes monetary relief of any kind. The grievance will then be presented to the shift supervisor. The shift supervisor will answer the grievance, in writing, within seventy-two (72) hours following the receipt of the grievance. If the matter is not resolved at step 1, the grievance may then be referred to step 2 of the grievance procedure. If the grievance is not referred to step 2 within five (5) calendar days of the receipt of the answer by the Union, the Union may not proceed with the grievance.

Step 2 If the answer at step 1 was unsatisfactory to the Union and the provisions of step 1 have been followed then the matter may be referred to step 2 of the grievance procedure. The Project Manager will schedule a hearing within five (5) days of the receipt of the grievance at step 2. The Project Manager and/or his/her designee(s) and the Union President and/or Business Agent may be present at the hearing. The Grievant has the option to be present or not and his/her absence will not be regarded as an abandonment of the grievance. The Company will submit its answer, in writing, to