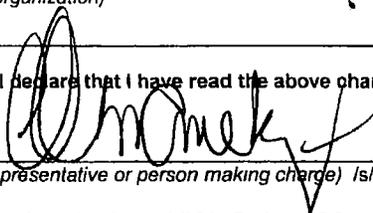


UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 05-CA-36224	Date Filed 11/5/10

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a Name of Employer <b>Knight Protective Services, Inc. and Phair Security Services, Inc.</b>		b Number of workers employed <b>15</b>	
c Address (street, city, state, ZIP code) Knight Protective Services      Phair Security Services 4200 Parliament Place      8701 Dephi Drive Lanham, MD 20706      Clinton, MD 20735		d. Employer Representative Knight Protective Services Macon Sims, President Phair Security Services, Daniel E. X Phair	c. Phone: Knight: 301-808-4669; Phair: 240-898-2678  FAX: Knight: 301-576-8625; Phair: 301-560-6536
f Type of Establishment (factory, mine, wholesaler, etc.) <b>Security Services</b>		g. Identify principal product or service <b>Security</b>	
h The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act			
2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>During the preceding six months, the above named joint employers, through officers and agents, refused and continued to refuse to bargain collectively with the authorized agents of United Security &amp; Police Officers of America (USPOA), a labor organization chosen by a majority of its employees at the US Customs Building NTC-2, for collective bargaining.</p>			
3 Full name of party filing charge (if labor organization, give full name, including local name and number) <b>United Security &amp; Police Officers of America (USPOA)</b>			
4a Address (street and number, city, state, and ZIP code) <b>1501 Manchester St, Toms River, NJ 08757</b>		4b. Phone <b>732-644-0390</b>  FAX: <b>732-736-1237</b>	
5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>n/a</b>			
6 DECLARATION			
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.			
By  (signature of representative or person making charge) /s/ Assane B Faye		Executive Director (title if any)	
1101 Pennsylvania Ave, NW, Suite 600, Washington, DC 20004 (Address)		Phone. 732-644-0390 FAX. 732-736-1237 (Telephone Nos.)	
		10/29/10 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. §151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.



**United States Government**  
**NATIONAL LABOR RELATIONS BOARD**

**Region 5**

**103 South Gay Street, 8th Floor**  
**Baltimore, MD 21202-4061**

**Telephone: (410) 962-2822**

**Facsimile: (410) 962-2198**

November 8, 2010

Mr. Macon Sims  
Knight Protective Services, Inc.  
4200 Parliament Place  
Lanham, MD 20706

Mr. Daniel X. Phair  
Phair Security Services, Inc.  
8701 Dephi Drive  
Clinton, MD 20735

Re: Case 5-CA-36224

Dear Mr. Sims and Mr. Phair:

The enclosed charge has been filed with this Office. A copy of Form NLRB-4541 pertaining to our investigation and voluntary adjustment procedures is attached.

For information pertaining to this case, please contact Board Agent Kimberly Andrews, (410)962-3120, Kimberly.Andrews@nlrb.gov. When the Board agent solicits relevant evidence from you or your counsel, I strongly urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. Please state the case name and number on all correspondence, and include your e-mail address. Please see the attached document, "Communications with Regional Offices by E-mail," regarding the Agency's policy as to communicating with this office by e-mail.

**FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.**

A refusal to cooperate fully during the investigation may cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation

Please be advised that we cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Any position letter will be treated as binding upon the party submitting it, and may be introduced in any hearing as evidence of party position. A claim for confidentiality cannot be honored except provided by Exemption 4 of the Freedom of Information Act, 5 U.S.C. Sec. 552(b)(4), and all material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge.

November 8, 2010

We are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. We may be required by the Freedom of Information Act to disclose such records upon request absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations and policies.

The allegations of the charge, if determined to have merit, require us to consider whether injunctive relief under Section 10(j) of the Act is appropriate. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you present your evidence relevant of the investigation.

Enclosed for the Employer is a form requesting commerce data, which should be completed, signed by an employer representative and returned in the enclosed envelope addressed to my attention.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the courts. If you choose to have a representative appear on your behalf, please fill out and return the enclosed Form NLRB-4701. Please note that Form NLRB-4701 may be executed by your designated representative. If you require language assistance, please notify the Board Agent as soon as possible. The NLRB provides language assistance to individuals who are not fluent to the English language.

Please be advised that, under the Freedom of Information Act, unfair labor practice charges and representation petitions are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

Customer service standards concerning the processing of unfair labor practice cases have been published by the Agency and are available on the Agency's website, [www.nlr.gov](http://www.nlr.gov), under "Public Notices." Your cooperation in this matter is invited so that all facts of the case may be considered.

Very truly yours,

/S/ WAYNE R. GOLD

Wayne R. Gold  
Regional Director

Enclosures

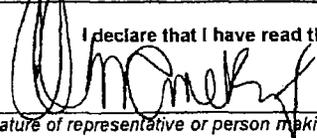
UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**FIRST AMENDED CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
05-CA-36224	12/23/10

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer (1) Knight Protective Services, Inc.; (2) Phair Security Services, Inc.; and (3) C2 Portfolio Essentials, Inc., Joint Employers		b. Number of workers employed  15
c. Address (street, city, state, ZIP code) (1) Knight Protective Services, Inc., 4200 Parliament Place, Lanham, MD 20706  (2) Phair Security Services, Inc., 8701 Dephi Drive Clinton, MD 20735  (3) C2 Portfolio Essentials, Inc., 21000 Atlantic Boulevard, Suite 400, Dulles, Virginia 20166	d. Employer Representative (1) Macon Sims, President  (2) Daniel E. X Phair  (3) Jackie Asencio, President	c. Phone (1) 301-808-4669 (phone) 301-576-8625 (fax)  (2) 240-898-2678 (phone) 301-560-6536 (fax)  (3) 703-444-0096 (phone) (703) 433-9012 (fax)
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Security Services</b>	g. Identify principal product or service <b>Security</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <b>(5)</b> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  During the preceding six months, the above named joint employers, through officers and agents, refused and continued to refuse to bargain collectively with the authorized agents of United Security & Police Officers of America (USPOA), a labor organization chosen by a majority of its employees at the US Customs Building NTC-2, for collective bargaining.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>United Security &amp; Police Officers of America (USPOA)</b>		
4a. Address (street and number, city, state, and ZIP code) 1501 Manchester St, Toms River, NJ 08757	4b. Phone: 732-644-0390 FAX: 732-736-1237	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). n/a		
<b>6. DECLARATION</b>		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By  (signature of representative or person making charge) /s/ Assane B Faye	Executive Director (title if any)	
1101 Pennsylvania Ave, NW, Suite 600, Washington, DC 20004 <small>(Address)</small>	Phone: 732-644-0390 FAX: 732-736-1237 <small>(Telephone Nos.)</small>	12/23/10 <small>(date)</small>

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. §151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



United States Government  
NATIONAL LABOR RELATIONS BOARD

Region 5

103 South Gay Street, 8th Floor  
Baltimore, MD 21202-4061

Telephone: (410) 962-2822

Facsimile: (410) 962-2198

December 23, 2010

**FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlr.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.**

Mr. Macon Sims  
President  
Knight Protective Services, Inc.  
4200 Parliament Place  
Lanham, MD 20706

Mr. Daniel E. X Phair  
Phair Security Services, Inc.  
8701 Dephi Drive  
Clinton, MD 20735

Ms. Jackie Asencio  
President  
C2 Portfolio Essentials, Inc., Joint Employers  
21000 Atlantic Boulevard, Suite 400  
Dulles, VA 20166

Re: (1) Knight Protective Services, Inc.;  
(2) Phair Security Services, Inc.; (3) C2  
Portfolio Essentials, Inc. Joint Employers  
Case 5-CA-36224

Dear Mr. Sims, Mr. X Phair, and Ms. Asencio:

I am enclosing herewith a copy of the first amended charge filed in the above-captioned case.

Very truly yours,

/S/ WAYNE R. GOLD

Wayne R. Gold  
Regional Director

Enclosures

cc: See Page Two

Re: (1) Knight Protective Services, Inc.; - 2 -  
(2) Phair Security Services, Inc.; (3) C2  
Portfolio Essentials, Inc. Joint Employers  
Case 5-CA-36224

December 23, 2010

cc: United Security & Police Officers of America (USPOA)  
1501 Manchester Street  
Toms River, NJ 08757

Mr. Assane B. Faye  
United Security & Police Officers of America (USPOA)  
1101 Pennsylvania Avenue, NW, Suite 600  
Washington, DC 20004

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 5**

KNIGHT PROTECTIVE SERVICES, INC.,  
AND PHAIR SECURITY SOLUTIONS, INC.,  
JOINT EMPLOYERS

and

Case 5-CA-36224

UNITED SECURITY & POLICE OFFICERS  
OF AMERICA (USPOA)

**COMPLAINT AND NOTICE OF HEARING**

United Security & Police Officers of America (USPOA), herein called the Union, has charged that Knight Protective Services, Inc., herein individually called Respondent KPS; and Phair Security Services, Inc., herein correctly called Phair Security Solutions, Inc., and herein individually called Respondent PSSI; and herein collectively called Respondents; have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151, et seq., herein called the Act. Based thereon, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge in this proceeding was filed by the Union on November 5, 2010, and a copy was served by mail on each Respondent on November 8, 2010.

(b) The first amended charge in this proceeding was filed by the Union on December 23, 2010, and a copy was served by mail on each Respondent on the same date.

2. (a) At all material times, Respondent KPS, a Maryland corporation, with its principal office and place of business in Lanham, Maryland, has been engaged in providing security guard services to the United States Government at various facilities, including the National Targeting Center facilities in Reston, Virginia, herein referred to as NTC 1; and Herndon, Virginia, herein referred to as NTC 2 Worldgate.

(b) During the preceding twelve months, a representative period, Respondent KPS, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of \$50,000 to the United States Government.

(c) During the preceding twelve months, a representative period, Respondent KPS, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of \$50,000 outside the State of Maryland.

(d) At all material times, Respondent KPS has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

(e) At all material times, Respondent PSSI, a Maryland corporation, with its principal office and place of business in Clinton, Maryland, has been engaged in providing security guard services to Respondent KPS at NTC 1 and NTC 2 Worldgate, located in Virginia.

(f) During the preceding twelve months, a representative period, Respondent PSSI, in conducting its business operations described above in paragraph 2(e), performed services valued in excess of \$50,000 in states other than the State of Maryland.

(g) At all material times, Respondent PSSI has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondents within the meaning of Section 2(11) of the Act, and agents of Respondents within the meaning of Section 2(13) of the Act:

Daniel Phair	-	President & CEO, Respondent PSSI
Macon Sims, Jr.	-	President & CEO, Respondent KPS

5. (a) The following employees of Respondents, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time security officers employed by Respondents at the NTC 1 and NTC 2 Worldgate facilities located at 12825 Worldgate Drive, Herndon, Virginia, and 12379 Sunrise Valley Drive, Reston, Virginia; but excluding sergeants, captains, lieutenants, project managers, professional employees, office clerical employees and supervisors as defined in the Act.

(b) On September 16, 2009, the Union was certified as the exclusive, collective-bargaining representative of the Unit employed by Respondent KPS.

(c) Since on or about September 16, 2009, based on Section 9(a) of the Act, the Union has been the exclusive, collective-bargaining representative of the Unit employed by Respondent KPS.

(d) At all times since on or about December 1, 2009, based on the facts described below in paragraph 6, the Union has been the designated exclusive, collective-bargaining representative of the Unit employed by Respondents.

(e) In the alternative, at all times since on or about December 1, 2009, based on the facts described below in paragraphs 6(a) and 6(b), the Union has been the designated exclusive collective-bargaining representative of the Unit employed by Respondent PSSI.

6. (a) On or about December 1, 2009, Respondent PSSI entered into a contract with Respondent KPS to provide security guard services at NTC 1 and NTC 2 Worldgate and, since then, has continued to provide the same services at those facilities as Respondent KPS in basically unchanged form, and has employed as a majority of its employees at those facilities, individuals who were previously employees of Respondent KPS at those facilities.

(b) Based on the operations described above in paragraph 6(a), Respondent PSSI has continued the employing entity, and is a successor to, Respondent KPS at NTC 1 and NTC 2 Worldgate.

(c) At all material times, Respondent KPS and Respondent PSSI have been parties to a contract which provides that Respondent PSSI is the agent for Respondent KPS in connection with providing security guard services at NTC 1 and NTC 2 Worldgate.

(d) At all material times, Respondent KPS has possessed and exercised control over the labor relations policies of Respondent PSSI for the employees of Respondent PSSI at NTC 1 and NTC 2 Worldgate.

(e) At all material times Respondent KPS and Respondent PSSI have been joint employers of the employees of Respondent PSSI at NTC 1 and NTC 2 Worldgate.

7. At various times between December 2009 to September 14, 2010, Respondent PSSI and the Union met for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

8 (a) At all times since on or about September 14, 2010, Respondent PSSI has refused to meet and bargain with the Union.

(b) At all times since on or about September 14, 2010, Respondent PSSI has directed the Union to continue collective bargaining negotiations with Respondent KPS.

(c) At all times since on or about September 14, 2010, Respondent KPS has refused to meet and bargain with the Union.

9. (a) By the conduct described above in paragraph 8, Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive, collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

(b) In the alternative, by the conduct described above in paragraphs 8(a) and 8(b), Respondent PSSI has been failing and refusing to bargain collectively and in good faith with the exclusive, collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

10. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before February 14, 2011, or postmarked on or before February 11, 2011.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov tab**, select **E-Filing** and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Sections 102.21. If an answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that commencing at 10:00 a.m., E.D.T., on the 5th day of April 2011, in the John A. Penello Memorial Hearing Room, 7<sup>th</sup> Floor, 103 South Gay Street, Baltimore, Maryland, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Baltimore, Maryland this 31st day of January 2011.

(SEAL)

WAYNE R. GOLD

---

Wayne R. Gold, Regional Director  
National Labor Relations Board, Region 5  
103 South Gay Street, 8th Floor  
Baltimore, Maryland 21202

Attachments

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

KNIGHT PROTECTIVE SERVICES, INC.,  
AND PHAIR SECURITY SOLUTIONS, INC.  
JOINT EMPLOYERS

and

UNITED SECURITY & POLICE OFFICERS  
OF AMERICA (USPOA)

Case 5-CA-36224

DATE OF MAILING January 31, 2011

**AFFIDAVIT OF SERVICE OF Complaint and Notice of Hearing**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

**7010 0780 0000 3605 4096**

MR. MACON SIMS  
KNIGHT PROTECTIVE SERVICES, INC.  
4200 PARLIAMENT PLACE  
LANHAM, MD 20706

**7010 0780 0000 3605 4102**

MR. DANIEL E. X PHAIR  
PHAIR SECURITY SERVICES, INC.  
8701 DEPHI DRIVE  
CLINTON, MD 20735

**7010 0780 0000 3605 4119**

MS. JACKIE ASENCIO  
C2 PORTFOLIO ESSENTIALS, INC.  
JOINT EMPLOYERS  
21000 ATLANTIC BOULEVARD, STE. 400  
DULLES, VA 20166

UNITED SECURITY & POLICE OFFICERS  
OF AMERICA (USPOA)  
1501 MANCHESTER STREET  
TOMS RIVER, NJ 08757

<p>Signed in Baltimore, Maryland this 31st day of  January 2011</p>	<p>DESIGNATED AGENT  /s/ Monica Graves  <b>NATIONAL LABOR RELATIONS BOARD</b></p>
---	---

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD, REGION 5  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**Knight Protective Services, Inc. and Phair Security Solutions, Inc., Joint Employers**

**CASE 05-CA-36224**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement, the Charged Party will duplicate and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since December 1, 2010. Such Notices will be signed by a responsible official of the Charged Party, and the date of actual mailing shall be shown thereon. The Charged Party will furnish to the Regional Director written confirmation as to the date of mailing together with a list of names and addresses of employees to whom Notices were mailed.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice. *The Charged Party will notify the Region in writing upon completion of all affirmative obligations. In the event of non-compliance with the affirmative obligations of this Settlement Agreement, the allegations in a Complaint issued with regard to the violations covered by the Settlement Agreement will be deemed admitted. Upon Motion for Summary Judgment the Board may, without the necessity of trial, find all allegations of the Complaint to be true, adopt findings of fact and conclusions of law consistent with the Complaint allegations, and issue an appropriate Order providing full remedy for the violations found, including but not limited to the provisions of this Settlement Agreement. Subsequently, a judgment from a U.S. Court of Appeals may be entered ex parte.*

**BACKPAY** — NA

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY.**

Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes SRS (Initials)

No \_\_\_\_\_ (Initials)

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party <b>KNIGHT PROTECTIVE SERVICES, INC.</b>		Charged Party <b>PHAIR SECURITY SOLUTIONS, INC.</b>	
By Name and Title /s/ Meredith S. Campbell, Attorney	Date 3/15/11	By Name and Title /s/ Steven Semier, Attorney	Date 3-15-11
		Charging Party <b>UNITED SECURITY AND POLICE OFFICERS OF AMERICA (USPOA)</b>	
		By Name and Title /s/ Assane Faye, Executive Director	Date 3/15/11
Recommended By: /s/ Shawn R. Marshall Board Agent	Date 3/16/11	Approved By: /s/ Wayne R. Gold Regional Director, Region 5	Date 3/16/11



United States Government

**NATIONAL LABOR RELATIONS BOARD**

**Region 5**

**103 South Gay Street, 8th Floor  
Baltimore, MD 21202-4061**

**Telephone:**

**(410) 962-2822**

**Facsimile:**

**(410) 962-2198**

June 20, 2011

Steven R. Semler, Esq.  
Fortney & Scott, LLC  
1750 K Street NW, Suite 325  
Washington, DC 20006

Meredith S. Campbell, Esq.  
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.  
12505 Park Potomac Ave, 6th Floor  
Potomac, MD 20854

Re: Knight Protective Services, Inc.  
and Phair Security Services, Inc., Joint Employers  
Case 5-CA-36224

Dear Mr. Semler and Ms. Campbell:

The above-entitled case has been closed upon compliance. It will remain closed as long as there is continuing compliance with the terms of the settlement agreement.

Very Truly Yours,

Wayne R. Gold  
Regional Director

cc: See Page Two

cc: United Security & Police Officers  
of America (USPOA)  
1501 Manchester Street  
Toms River, NJ 08757

Mr. Macon Sims  
President  
Knight Protective Services, Inc.  
4200 Parliament Place  
Lanham, MD 20706

Mr. Daniel E. X. Phair  
Phair Security Services, Inc.  
8701 Dephi Drive  
Clinton, MD 20735

Fred S. Sommer, Esq.  
Shulman, Rogers, Gandal  
Pordy & Ecker, P.A.  
12505 Park Potomac Ave, 6th Floor  
Potomac, MD 20854

Mr. Assane B. Faye  
United Security & Police Officers  
of America (USPOA)  
1101 Pennsylvania Avenue, NW, Suite 600  
Washington, DC 20004

**Bentley, Johnda D.**

---

**From:** Clemens, Josh B [josh.clemens@dhs.gov]  
**Sent:** Friday, September 30, 2011 11:37 AM  
**To:** Bentley, Johnda D.  
**Subject:** RE: Knight Protective Services contract at NTC1, NTC2 Worldgate  
**Attachments:** HSHQEC-12-J-00027.pdf

Johnda,

Here is the signed task order demonstrating Knight is still the contractor at the two locations cited in your e-mail (see line item 3) through November 30, 2011.

Also, here is the link to the solicitation which will cover these two sites effective December 1, 2011.

[https://www.fbo.gov/index?s=opportunity&mode=form&id=c7c3e10f4581905c4440e867d80bf080&tab=core&\\_cview=1](https://www.fbo.gov/index?s=opportunity&mode=form&id=c7c3e10f4581905c4440e867d80bf080&tab=core&_cview=1)

If everything goes according to plan, the new contract will be awarded in mid/late October.

If you have any questions, please advise.

Josh

Josh Clemens  
Contracting Officer, Region 11 Contracts  
Federal Protective Service Acquisitions Division  
Office of Procurement Operations  
Department of Homeland Security  
Desk: 215-521-2255  
Cell: 267-644-6402  
Fax: 215-521-2297

---

**From:** Bentley, Johnda D. [mailto:Johnda.Bentley@nlrb.gov]  
**Sent:** Friday, September 30, 2011 11:25 AM  
**To:** 'josh.clemens@dhs.gov'  
**Subject:** Knight Protective Services contract at NTC1, NTC2 Worldgate

Mr. Clemens:

Please provide documentary evidence to verify that Knight Protective Services, Inc., is the contractor and employer of security officers at NTC1 and NTC2 Worldgate facilities located at 12825 Worldgate Drive, Herndon, VA and 12379 Sunrise Valley Drive, Reston, VA.

I understand from our conversation that Knight is still the contractor at these locations through November 30, 2011, and the winner of the next contract starting December 1, 2011, will be announced sometime in mid to late October 2011.

Thank you for your assistance. Please call me if you have any questions.

10/3/2011

Best,

Johnda "Jonnee" Bentley, Field Attorney  
National Labor Relations Board  
Region 5, Washington Resident Office  
1099 14th Street, NW  
Washington, DC 20570  
Ph: 202-208-3180  
Fax: 202-208-3013

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 192112PELGRDSNH11		PAGE OF 1 8	
2. CONTRACT NO. HSCEEC-09-D-00007		3. AWARD/ EFFECTIVE DATE 9/28/11	4. ORDER NUMBER HSHQEC-12-J-00027		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Christopher Kelly		b. TELEPHONE NUMBER (No collect calls) 215-521-2259		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 3200 Philadelphia PA 19106			CODE OPO/FPS/EACCG	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (A) NAICS: 561612 SIZE STANDARD: \$17.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING	
15. DELIVER TO Multiple Destinations		CODE	16. ADMINISTERED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Christopher Kelly Philadelphia PA 19106				
17a. CONTRACTOR/ OFFEROR KNIGHT PROTECTIVE SERVICE, INC. 8507 EDGEWORTH DRIVE CAPITOL HEIGHTS MD 207430000		CODE 6275928430000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DHS, NPPD Burlington Finance Center P.O. Box 1279 Attn: NPPD-FPS-Region 11 Williston VT 05495-1279			
TELEPHONE NO.		CODE	18. ADMINISTERED BY NPPD/FPS/EACCG/R1				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	COTR: Inspector Christopher Owens, 202-565-3058, Christopher.Owens@dhs.gov  Contract Specialist: Christopher Kelly, (215)521-2259, christopher.kelly1@dhs.gov  a. The purpose of this Task Order is to establish service for FY 2012 for Contract HSCEEC-09-D-00007. The performance period is October 1, 2011 through November 30, 2011. Service shall be in accordance with the Contract (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Michael D. Byrne		31c. DATE SIGNED 28 Sept. 11	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>and the attached FY 2012 Post Exhibit.</p> <p>b. Subject to the Availability of Funds (SAF) has been provided in the amount of \$1,305,604.62</p> <p>c. Funding is subject to FAR Clause 52.232-18 entitled "Availability of Funds" (April 1984): Fiscal Year 2012 funds are not presently available for this contract. The Government's obligation under this Task Order is contingent upon the availability of appropriated funds from which payment for contract purpose can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of Clause)</p> <p>d. Note to Vendor: please reference Requisition 192112PELGRDSNH11 on invoices submitted for the period of performance October 1, 2011 through November 30, 2011 as applicable.</p> <p>e. The document control for this Task Order is 192112PELGRDSNH11. The contractor shall forward all original and subsequent invoices for the period commencing October 1, 2011 using one of Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: \_\_\_\_\_

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		
		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
 HSCEEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 3 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the following:</p> <p>DHS/ICE                      Burlington Finance Center                      P.O. Box 1279                      Williston, VT 05495-1279                      Attn: FPS Region 11 Invoices                      OR                      Fax: 1-802-288-7658                      OR                      E-mail: Invoice.Consolidation@dhs.gov</p> <p>f. In accordance with the Contract, the ceiling hours under this Task Order, HSHQEC-12-J-00027, are:</p> <p>CLIN 07 - Productive 28,144 hours                      CLIN 08 - Supervisor 2,928 hours                      CLIN 23 - NTC Building I &amp; II Productive 3,888 hours                      CLIN 24 - NTC building II Supervisor 129 hours</p> <p>g. Any questions concerning this modification should be addressed to Christopher Kelly, Contracting Specialist, U.S. department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS) who can be reached by telephone at (215)521-2259 or by e-mail at: christopher.kelly1@dhs.gov</p> <p>h. All other terms and conditions remain unchanged.                      DO/DPAS Rating: NONE                      Period of Performance: 10/01/2011 to 11/30/2011</p>				
0001	<p>Productive PSO service                      Product/Service Code: S206                      Product/Service Description: GUARD SERVICES</p> <p>Delivery Location Code: VA0881                      VA95 BUSINESS PARK                      7451 BOSTON BLVD.                      7451 BOSTON BLVD.                      SPRINGFIELD VA                      Quantity: 1464                      Accounting Info:                      Continued ...</p>	28144	HR	37.38	0.00

**CONTINUATION SHEET**

REFERENCE DOCUMENT BEING CONTINUED  
 HSCEEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 4 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0881 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0403 VA95 BUS PK BLDG 8 7681 BOSTON BLVD SPRINGFIELD VA Quantity: 3408 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0403 Funded: \$0.00 \$127,391.04 (Subject to Availability of Funds)  Delivery Location Code: VA0421 VA 95 BUILDING VII 7501 BOSTON BLVD. SPRINGFIELD VA Quantity: 5352 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0421 Funded: \$0.00 \$200,057.76 (Subject to Availability of Funds)  Delivery Location Code: VA0844 7400 Fullerton Rd 7400 Fullerton Rd Springfield VA Quantity: 1464 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0844 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0880 VA 95 - BLDG ONE 7435 BOSTON BLVD. SPRINGFIELD VA Quantity: 1464 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0880 Funded: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED  
 HSCEEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 5 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0853 10720 Richmond Hwy 10720 Richmond Hwy Lorton VA Quantity: 1864 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0853 Funded: \$0.00 \$69,676.32 (Subject to Availability of Funds)  Delivery Location Code: VA0362 EDS BUILDING 7450 BOSTON BLVD SPRINGFIELD VA Quantity: 1464 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0362 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0417 VA95 BUS PK BLDG 10 7375 BOSTON BLVD SPRINGFIELD VA Quantity: 1464 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0417 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA1633 1801 North Beauregard 1801 North Beauregard Alexandria VA 22311 Quantity: 1464 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA1633 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0347 Continued ...				

**CONTINUATION SHEET**

REFERENCE DOCUMENT BEING CONTINUED  
 HSCCEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 6 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ALEX TECH CTR 4 2850 EISENHOWER AVE ALEXANDRIA VA Quantity: 1464 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0347 Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: 0004VA Cinderbed 8560 Cinderbed Road Newington VA 22122 Quantity: 1464 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 0004VA Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: 0006VA Kingstowne 5971 Kingstowne Village Pkwy Kingstowne VA Quantity: 1464 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 0006VA Funded: \$0.00 \$54,724.32 (Subject to Availability of Funds)  Delivery Location Code: VA0270 7799 LEESBURG PIKE 7799 LEESBURG PIKE FALLS CHURCH VA Quantity: 2928 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0270 Funded: \$0.00 \$109,448.64 (Subject to Availability of Funds)  Delivery Location Code: VA0075 DHS/FPS/NCR 13990 Parkeast Circle Chantilly VA 20151 Continued ...				

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED  
 HSCEEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 7 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Quantity: 1416 Accounting Info: FPS0008 000 FR 40-10-22-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0075 Funded: \$0.00 \$52,930.08 (Subject to Availability of Funds)	2928	HR	40.42	0.00
0003	Supervisor PSO Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: AX0000 All Boston Blvd. Locations SUP123 Springfield VA Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 SUPS12 Funded: \$0.00 \$118,349.76 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)	3888	HR	33.62	0.00
	Productive PSO NTC I & II Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0005 NTC II Worldgate 12825 Worldgate Drive Herndon VA Quantity: 2424 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0005 Funded: \$0.00 \$81,494.88 (Subject to Availability of Funds)				
	Delivery Location Code: VA0877 SUNRISE TECHNOLOGY 12379 SUNRISE VALLEY RESTON VA Quantity: 1464 Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00-00 GE-25-1F-00 VA0877 Funded: \$0.00 \$49,219.68 (Subject to Availability of Funds) Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. DOCUMENT BEING CONTINUED  
 HSCEEC-09-D-00007/HSHQEC-12-J-00027

PAGE OF  
 8 8

NAME OF OFFEROR OR CONTRACTOR  
 KNIGHT PROTECTIVE SERVICE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Supervisor PSO NTC II Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Delivery Location Code: VA0005 NTC II Worldgate 12825 Worldgate Drive Herndon VA Accounting Info: FPS0005 P05 PR 40-10-21-000 19-71-0200-00-00-00 GE-25-1F-00 VA0005 Funded: \$0.00 \$4,517.58 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)  The total amount of award: \$1,305,604.62. The obligation for this award is shown in box 26.	129	HR	35.02	0.00

**EXHIBIT  
KNIGHT PROTECTIVE SERVICE  
FY 2012 End of Option II October 2011 to November 2011**

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/ Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief	Total Hrs	Start Date	End Date	Total Days	Hrly Rate
VA0005ZZ	NTC II	12825 WORLDGATE DRIVE, HERNDON, VA 20598	1	Access Control- Personnel	Lobby Entrance	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 33.62
			2	Access Control- Personnel	Lobby Entrance	Armed	6:00	18:00	12.00	M-F	DHS Suitability	Yes	480	10/1/11	11/30/11	40	\$ 33.62
			3	Patrol & Response	Interior/Exter- ior	Armed	6:00	18:00	12.00	M-F	DHS Suitability	No	480	10/1/11	11/30/11	40	\$ 33.62
			SI	Supervisor	Supervisor	Armed	0:00	0:00	3.00	M-F	DHS Suitability	No	120	10/1/11	11/30/11	40	\$ 35.02
				Supervisor	Supervisor	Armed	0:00	0:00	1.00	Sunday	DHS Suitability	No	9	10/1/11	11/30/11	9	\$ 35.02
VA0877ZZ	NTCI	12379 SUNRISE VALLEY DRIVE RESTON, VA	1	Access Control - Patrol & Response	Main Entrance	Armed	0:00	0:00	24.00	7 Days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 33.62
VA0881ZZ	NDC4	7451 Boston Blvd Springfield, VA 22153	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0403ZZ	NDC1	7681 Boston Blvd	1	Access Control- Vehicle	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 37.38
			3	Patrol & Response	Exterior Front	Armed	6:00	18:00	12.00	M-F	DHS Suitability	No	480	10/1/11	11/30/11	40	\$ 37.38
			4	Patrol & Response	Interior Building	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0421ZZ	NDC2	7501 Boston Blvd  Springfield, VA 22153	1	Access Control- Personnel	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 37.38
			2	Access Control- Vehicle	Main Gate- Front	Armed	6:00	18:00	12.00	M-F	DHS Suitability	Yes	480	10/1/11	11/30/11	40	\$ 37.38
			3	Access Control- Vehicle	Main Gate- Shack	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 37.38
			4	Access Control- Vehicle	Main Gate- Back	Armed	6:00	18:00	12.00	M-F	DHS Suitability	Yes	480	10/1/11	11/30/11	40	\$ 37.38
			6	Patrol & Response	Interior Building	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0844ZZ	NDC3	7400 Fullerton Rd Springfield, VA 22153	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0880ZZ	NDC5	7435 Boston Blvd Springfield, VA 22153	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38

VA0853ZZ	Lorton	10720 Richmond Hwy Lorton, VA 22122	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
			2	Access Control	Security Desk/Lobby	Armed	7:30	17:30	10.00	M-F	DHS Suitability	Yes	400	10/1/11	11/30/11	40	\$ 37.38
VA0362ZZ	BLM	7450 Boston Blvd Springfield, VA 22153	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0417ZZ	Boston's	7375 Boston Blvd Springfield, VA 22153	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA1633ZZ	Beauregard	1801 N Beauregard Alexandria, VA 22314	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0347ZZ	Eisenhower	2850 Eisenhower Ave	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
0004VA	Cinderbed	8560 Cinderbed Road Newington, VA 22122	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 37.38
VA0075	Chantilly	13990 Farkeast Circle, Chantilly, VA	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	??	1416	10/3/11	11/30/11	59	\$ 37.38
0006VA	Kingstowne	5971 Kingstowne Village Pkwy Alexandria, VA 22314	1	Patrol & Response	Security Desk/Lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
VA0270ZZ	CBP	7799 Leesburg Pike	1	Patrol & Response	2nd Floor lobby	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 37.38
				Patrol & Response	????	Armed	0:00	0:00	24.00	7 days	DHS Suitability	Yes	1464	10/1/11	11/30/11	61	\$ 37.38
Roving or Patrol Supervisor posts below																	
S1	All NDC Locations	All Boston Blvd Locations	S1	Supervisor (LT)	All Boston Blvd NDC Locations, may be dispatched to other sites	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 40.42
S2	All NDC Locations	All Boston Blvd Locations	S2	Supervisor (Sgt)	All Boston Blvd NDC Locations, may be dispatched to all other sites	Armed	0:00	0:00	24.00	7 days	DHS Suitability	No	1464	10/1/11	11/30/11	61	\$ 40.42